



ABELE TRACTOR & EQUIPMENT CO., INC.
72 EVERETT ROAD, ALBANY, NY 12205-1499

PHONE (518) 438-4444

FAX (518) 438-5751

DATE:

TO:

FROM: Robert Thoma, Credit Manager

FAX NUMBER:

RE: Information needed to be completed to set up an account with
Abele Tractor

NO. OF PAGES: (INCLUDING THIS PAGE)

COMMENTS:

Attached please find our 2 page credit application for you to fill out and sign. If this account is for the rental of equipment, please see our request for Insurance form for you to use when you contact your agent to obtain this coverage. Abele Tractor must be named as **ADDITIONAL INSURED AND LOSS PAYEE...** The last sheet attached is needed if you are paying with a credit card. Once you have the forms filed out and signed, please fax them back to my attention so I can get your account set up into our system.

PLEASE NOTE: ALL NEW AND FIRST TIME RENTAL'S MUST PAY FOR THE FIRST RENTAL PERIOD PLUS TRUCKING PRIOR TO RECEIVING THE RENTAL EQUIPMENT.

ALSO NOTE: NO EQUIPMENT WILL LEAVE OUR YARD UNTIL WE HAVE AN INSURANCE BINDER IN OUR HAND

Thank you.

Abele Tractor & Equipment Co., Inc.
 72 Everett Rd.
 Albany, NY 12205
 Office: 518-438-4444 Fax: 518-438-5751
 Website: www.abeletractor.com



Credit Application

ATE Acct# : _____ Date: _____ Commercial: Non-Commercial: Salesman #: _____
 If Commercial, indicate type: Non-Corporate Partnership D.B.A Sole Proprietorship Corp State of Inc _____

Account Name: _____	Phone-Business: _____
Address: _____	Phone-Cell: _____
City, State, Zip: _____	Fax: _____
Nature of Business: _____	Federal ID#: _____
Equipment Yard Address: _____	

Principals Name	Title	SSN	DOB	Home Address	Phone	%

Key Personnel: _____
 (**Parts purchase orders may be authorized by the Parts Manager**)

Are Purchase Orders Required: Yes No Special Instructions: _____

Sales Tax Exemption (if applicable): State ____ Form#: _____ Type: _____ Number: _____ Date: _____

Insurance Company: _____ Agency: _____ Agent: _____
 Agency Address: _____ Phone: _____ Fax: _____
 Company In Business since: _____ or _____ years. List other business names that are affiliated with you on this account.
 Names and details: _____
 Business names previously operated under: _____

Within the last 10 years have you individually or has a business in which you have been an Owner, Officer or Director filed a **Petition of Bankruptcy**? Yes No
 If yes, explain: _____
 Are there any unsatisfied judgments against you or your business (including prior business names that you may have operated under) for unpaid taxes, loans, or other debts? Yes No
 If yes, explain: _____
 REFERENCES: Current Trade Accounts (attach additional sheets if needed to complete information)

Bank Name	Checking #	Saving #	Branch/Location	Phone	Contact

Trade Accounts	Account #	Branch/Location	Phone	Contact

Loan/Mortgage Co.	Account #	Branch/Location	Phone	Contact

I/We Authorize the use of the following credit cards to pay our account _____

TERMS & CONDITIONS For CREDIT ACCOUNT With
ABELE TRACTOR & EQUIPMENT CO., INC. (hereinafter known as "Abele")

NOTE: A photo copy of Driver's License ID w/picture & signature required for each Guarantor's Signature.

and Account Name (1) _____

and Account Name (2) _____

Terms of Sale: NET, there is no cash discount.

Credit purchases of **PARTS** are due on the 10th of the month following purchase. There is a minimum net charge of \$5.00. All claims and returned goods must be made within 10 days and must be accompanied by parts invoice (there is no return allowed for electrical parts). Parts accepted for return are subject to a 20% restocking charge.

Credit purchases of **SERVICE** are due on the 10th of the month following purchase. There is a minimum labor charge of \$10.00.

Credit purchases of **EQUIPMENT** and **RENTALS** are due 10 days after date of invoice.

The undersigned agrees to pay 2% per month Finance Charge for Corporate accounts or 1.333% per month Finance Charge for non-Corporate accounts (or the maximum legal rate if and when lower) on any past due amounts plus any cost of collection or preservation of Abele's rights that may be necessary, including but not limited to, reasonable attorney's fees, court costs, expenses, and disbursements. The preceding finance charge will continue to accrue, even after the entry of a money judgement. A minimum charge of \$.50 will be added to any account which has a past due balance. Partial payments will apply first to the finance charges, then to collection costs and reasonable attorneys' fees balance to principal. It is Abele's policy to operate within the law. All finance rates are intended to be within the legal rate. Any finance charges on this account that exceed the legal rate, are to be considered an oversight by Abele and correction will be made upon notification. Dishonored checks are subject to a \$20.00 service charge each. Additional charges may be assessed depending on the collection effort required.

The undersigned grants Abele a PURCHASE MONEY SECURITY INTEREST in all equipment and parts (and proceeds thereof) that are purchased from Abele until the full purchase price is paid. The undersigned also grants Abele a security interest in any and all goods purchased from Abele to secure payment of any amounts now due or which hereafter become due from the undersigned or any affiliate or subsidiary of the undersigned. For any transaction entered into with Abele involving the rental, lease or outright purchase of equipment, it is agreed that Abele may file UCC-1 Financing Statements without the signature of the undersigned and UCC-3 Financing Statement Amendments without the signature of the undersigned.

The undersigned agrees to provide a CERTIFICATE OF INSURANCE evidencing coverage for each machine rented, or purchased on credit, specifically naming Abele Tractor & Equipment Co., Inc. as additional insured for liability and as a secured party loss payee for any physical damage to the machines(s)--in amounts commensurate with the industry standards as to liability and in an amount equal to the value of the machine for physical damage.

The undersigned agrees to comply with all additional terms and conditions stated separately in the Rental Lease Agreement, Retail Sales Order, Service Order, Sales Invoice, Service Invoice and Parts Invoice.

Each corporate officer, each partner, each proprietor, and each individual signing below, authorizes all REFERENCES to release confidential information to Abele and its designees and hereby authorizes them to order consumer reports in connection with this application and authorizes consumer reports to be requested in connection with updates, renewals, and further extensions of credit. This agreement is made in New York State and will be governed by the laws of New York State. The parties to this agreement hereby consent to the jurisdiction of the courts in the state of New York, Albany County.

_____	_____	_____	_____
Signature	Date	Witness' Signature	Date
Name [Type or Print]	Title	Witness' Name [Type or Print]	
_____	_____	_____	_____
Signature	Date	Witness' Signature	Date
Name [Type or Print]	Title	Witness' Name [Type or Print]	

PERSONAL GUARANTEE:

The undersigned as guarantor hereby guarantees payment absolutely and unconditionally, irrespective of the invalidity of any obligation or instrument guaranteed, to Abele Tractor & Equipment Co., Inc. and any and all of its related corporations or companies (hereinafter referred to as "Abele") of all indebtedness of any kind, owed by the **above named account(s)** to Abele, whether created by assignment or otherwise, and whether created before or after the signing of this guarantee. This is a continuing guarantee of payment and shall remain in effect until revoked in writing and sent by certified mail, return receipt requested, at 72 Everett Road, Albany, NY 12205. The guarantor agrees that any revocation of this personal guarantee will only be valid with respect to future debt except for future debt that may arise out of an existing contract. Each guarantor agrees that his obligation under this agreement is not waived or impaired by any extensions of credit, modification of terms of forbearance extended by Abele to the customer and further agrees that he waives all demands for payment, notice of non-payment, protest, and dishonor. In the event this guarantee is referred to an attorney for enforcement or for protection of Abele's rights, the undersigned agrees to pay to Abele reasonable attorney's fees, court costs, disbursements, whether or not litigation occurs, and without the necessity of judicial determination. This agreement is made in New York State and will be governed by the laws of New York State. The parties to this agreement hereby consent to the jurisdiction of the courts in the state of New York, Albany County.

_____	_____	_____	_____
Guarantors' Signature	Date	Witness' Signature	Date
Guarantors' Name [Type or Print]		Witness' Name [Type or Print]	
_____	_____	_____	_____
Guarantors' Signature	Date	Witness' Signature	Date
Guarantors' Name [Type or Print]		Witness' Name [Type or Print]	

OFFICE USE ONLY

Date: _____ Approved Declined Credit Line Amount Extended: \$ _____ Authorization: _____

Attachments to this application include: _____

Comments: _____

Abele Tractor & Equipment Co., Inc.

72 Everett Rd.
 Albany, NY 12205
 Office: 518-438-4444 Fax: 518-438-5751
 Website: www.abeletractor.com



Request for Certificate of Insurance

Date of Request: _____

To:	Agent:
Company:	Insurance Company:
Street Address:	Street Address:
Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:
Phone:	Fax:
	Phone: Fax:

Subject: Certificate Of Insurance naming Abele Tractor as Additional Insured & Loss Payee.

I authorize the release of the insurance certificate to Abele Tractor & Equipment Co., Inc. as requested.

Signature

Name (printed) & Title

Dear Sir/Madam:

Please contact your insurance company and request that they issue to **Abele Tractor & Equipment Co., Inc.**, a certificate of insurance for a minimum of \$1,000,000.00 combined single limit showing endorsement with **Abele Tractor & Equipment Co., Inc.**, as **Additional Insured**. Also, please request **FIRE, THEFT, VANDALISM and EXTENDED COVERAGE** insurance in an amount equal to or greater than the value of the equipment rented, naming **Abele Tractor & Equipment Co., Inc.**, as **LOSS PAYEE** with a maximum deductible of \$1,000.00.

A copy of the lease agreement is attached for your convenience or see information noted below. If you have any questions concerning this matter please contact me. Please fax or mail the **Certificate of Insurance** to the address or number listed above.

Regards,

Item #1

Item #2

Item #3

	Item #1	Item #2	Item #3
Unit #			
Make			
Model			
Equipment Desc.			
Serial #			
Value			
RA #			

Abele Tractor & Equipment Co., Inc.

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Credit Card Authorization Form

Date of Request: _____

To:	
Company:	
Street Address:	
Mailing Address:	
City, State, Zip:	
Phone:	
Fax:	

Please fill out and fax back to number listed above. Please return a photo copy of the credit card listed below with this form.

Type of Card: Master Card Visa Card Expiration Date: _____

Card holders name (as listed on card): _____

Credit card number: _____

I hereby authorize Abele Tractor & Equipment Co., Inc. to charge the above listed credit card in the amount of \$ _____

Signature

Name (printed) & Title

Company name shipped to: _____

Address: _____

Abele Invoice #: _____

Phone # of shipped to: _____