



YELLOWHOUSE CREDIT APPLICATION

BUSINESS INFORMATION

Dealership Location (Dropdown): _____
Entity Name: _____
Mailing Address: _____
City/State/Zip: _____
Physical Address: _____
City/State/Zip: _____
Phone Number: _____
County: _____
Email: _____
Contact Name: _____
Driver's License Number: _____
Tax ID Number (Required): _____
Business Start Date: _____
Business Type (Dropdown): Corporation / Partnership / Owner / LLP / LLC _____

OWNER / GUARANTOR INFORMATION

Principal Name/Title: _____
Birthdate: _____
SSN: _____
Home Address & Phone: _____
Percent Ownership: _____
FINANCIAL INFORMATION (ONLY REQUIRED IF \$50K+)
Annual Gross Sales: _____
Net Income: _____
Net Worth: _____
Years in Business: _____
Have you ever filed bankruptcy? (Yes/No): _____
Any outstanding liens or judgments? (Yes/No): _____

CREDIT REQUEST DETAILS

Credit Limit Requested: ☐ \$0-15k ☐ \$16k-25k ☐ \$26k-50k ☐ \$50k+ | Are PO Numbers Required? (Yes/No): _____
Are You Tax Exempt? (Yes/No Dropdown): _____
Tax Exempt Form Upload Placeholder: _____
Account Requested For (Dropdown): Sales / Rentals / Service / Parts _____

TERMS & CONDITIONS

- PARTS & SERVICE INVOICE: AMOUNTS ARE DUE ON THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE.**
- RENTAL INVOICE: FIRST INVOICE DUE UPON DELIVERY OF EQUIPMENT. SUBSEQUENT RENTAL INVOICES ARE DUE UPON RECEIPT AND ARE PAST DUE IF NOT PAID WITHIN 10 DAYS OF INVOICE DATE.**
- Borrower agrees to make payments in accordance with the terms set forth herein and any and all invoices Borrower receives.
- If any portion of the balance becomes past due, Yellowhouse Machinery Co. may, in its sole option, declare the remaining balance immediately due and payable in full. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by applicable law.
- A finance charge of up to the lesser of (a) 18.0% per annum or (b) the maximum nonserious interest permitted by applicable law when taken together with any other charges or fees which constitute interest, will be added to any balance past due according to these terms.
- All past due accounts will be subject to and classified as C.O.D. requiring full payment for future deliveries to occur. Yellowhouse Machinery Co. may require a new credit application from Borrower before extending additional credit.
- Borrower also agrees to pay reasonable attorney's fees, court costs, and other costs associated with collection of the past due balance.
- This agreement shall be governed and construed according to the laws of the State of Texas. Venue for any legal or equitable action between the Borrower and Yellowhouse Machinery Co. shall be in Potter County, Texas.
- If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
- By signing below, I authorize Yellowhouse Machinery Co. to obtain a Consumer Credit Report and contact third parties to verify such information. This authorization is valid for purposes of verifying information given in pursuant to purchase, leasing, rental, business negotiations, or any other lawful purpose covered under the Fair Credit Reporting Act (FCRA). Consumer's written consent is in connection with a commercial transaction.

Signature: _____ Title: _____ Date: _____

ABSOLUTE GUARANTY OF PAYMENT OF OBLIGATION

For good value received, I, the undersigned party, unconditionally guarantee payment of any and all amounts the Borrower above may at any time owe to Yellowhouse Machinery Co. on account of any service furnished or rendered or goods sold. I waive diligence in the part of Yellowhouse Machinery Co. in the collection of that indebtedness and agree that Yellowhouse Machinery Co. is not and will not be under any obligation to notify me of any credit extended in the face of this guaranty, or of any renewals or extensions of the indebtedness. I further expressly waive notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this guaranty. This is an open and continuing guaranty and will continue and remain in full force and effect until written notice of revocation has been received by Yellowhouse Machinery Co. at its address set forth above, notwithstanding the death or the release by agreement or by operation of law of, or the extension of time to, any other guarantor or guarantors as to obligations then existing. Such revocation will not in any manner affect the guaranty of the undersigned as to that indebtedness contracted for or occurring prior to the receipt of such notice of revocation but will be effective as to all merchandise and services purchased by the Borrower above from and after receipt of the notice of revocation. It shall not be necessary for Yellowhouse Machinery Co., in order to enforce payment by me of the indebtedness, to first sue or to pursue or exhaust its remedies against the Borrower above or against any other security Yellowhouse Machinery Co. may have. I acknowledge that this guaranty is in effect and that it is binding on me without reference to whether it is signed by any other person or persons.

Borrower Signature: _____ SSN: _____

Title: _____ Date: _____

**** MUST HAVE A COPY OF A GOVERNMENT ISSUED ID ****