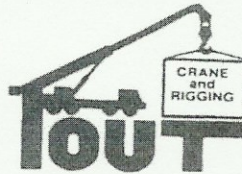


Crane Service  
Rigging  
Heavy Hauling  
Forklifts



Fout Crane & Rigging, LLC  
8095 Hillmark Court  
Frederick, MD 21704  
phone: 301-662-1989  
fax: 301-662-3600  
email: foutcrane@msn.com

## CREDIT APPLICATION

**PLEASE PRINT OR TYPE**

Date of Application: \_\_\_\_\_

Applicant/Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

P.O. Box: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tax Exempt No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Credit Line Requested: \$ \_\_\_\_\_

Check One: \_\_\_\_\_ Proprietorship \_\_\_\_\_ Corporation\* \_\_\_\_\_ Partnership\* \_\_\_\_\_ Limited Liability Company\*  
\_\_\_\_\_ Government Agency

How Long In Business: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

Business License No.: \_\_\_\_\_

(\*NOTE: All business entities must provide a current Certificate of Good Standing verifying the entity's good standing to do business in the State of Maryland.)

### **OWNERS/OFFICERS**

Owner/Officer Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Percentage of Business Owned: \_\_\_\_\_

Owner/Officer Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Percentage of Business Owned: \_\_\_\_\_

Owner/Officer Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Percentage of Business Owned: \_\_\_\_\_



**BANK REFERENCE**

Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
Loan/Account Nos.: \_\_\_\_\_

**BUSINESS/CREDIT REFERENCES**

Creditor: \_\_\_\_\_ Relationship began: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
Account No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Approved Credit Limit \$ \_\_\_\_\_

Creditor: \_\_\_\_\_ Relationship began: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
Account No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Approved Credit Limit \$ \_\_\_\_\_

Creditor: \_\_\_\_\_ Relationship began: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
Account No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Approved Credit Limit \$ \_\_\_\_\_

Creditor: \_\_\_\_\_ Relationship began: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
Account No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Approved Credit Limit \$ \_\_\_\_\_



## TERMS & CONDITIONS

1. Payment Terms: All payments are due within fifteen (15) days. Finance Charges will be assessed on any amount due after 30 days at the rate of 2% interest per month (24% per annum).
2. Representations by Applicant. In order to induce the extension of credit requested, the applicant represents and warrants that the information provided in this application is true and accurate and acknowledges that the information is being relied upon to determine the applicant's credit worthiness. The applicant agrees to provide notice in writing to 8095 Hillmark Ct. Frederick, MD 21704, of any material change in the information set forth herein or furnished herewith.
3. Authority to Verify Information. The applicant authorized the appropriate representatives of any of the companies to which the application is addressed to contact any of the references provided in this application and further authorizes each of those references to disclose to any of the companies to which the application is addressed any and all information the reference may have related to the applicant, including but not limited to checking, savings, personal and business account information, for the purpose of determining the applicant's credit standing.
4. No Obligation to Extend Credit. The execution of this application does no obligate any of the companies to which it is addressed to sell any goods or extend credit to the applicant. The decision to extend credit or provide services or sell goods to the applicant shall be made in the sole discretion of the companies to which the applicant has applied for credit after reviewing this application and conducting any independent investigation of the applicant's credit history that it may determine is necessary.
5. Capacity to Make Application. If the applicant is a corporation or other business entity, the person signing this application on behalf of the applicant represents and warrants that he/she has the authority to do so on behalf of such entity, and that the entity is a valid legal entity, in good standing and authorized to do business in the State of Maryland.
6. Individual Liability if Applicant Incorporates. If the applicant is not a corporation or separate business entity at the time of this application, and subsequently incorporates or organized a separate legal business entity, with or without the knowledge of the companies to which the application is addressed, the applicant hereby agrees that he/she shall be personally, jointly and severally liable to any of the companies to which the application is addressed for any indebtedness incurred by, assigned or transferred to such corporation or legal business entity.
7. Damages/No Warranties. The companies to which the application is address shall not be liable for any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages resulting from the late delivery of materials ordered by the applicant or their failure to render promised services in a timely and efficient manner. The companies to which this application is addressed make to warranty as to merchantability or fitness for any particular purpose of the equipment, product or services rendered.
8. Service Charge. Any of the companies to which the application is addressed shall have the right to impose service charges on any past due balances at whatever rate is then being assessed on past due balances by the companies to which the application is addressed. A \$100.00 charge shall be assessed for any check returned from the bank for insufficient funds.
9. Attorney's Fees. If the applicant's account with any of the companies to which the application is addressed becomes past due and the company to which the account is due engages the services of an attorney, who is not an employee of that company, to collect on the account, the applicant agrees that it shall pay the company's court costs and attorney's fees in connection with the account and collection of any delinquent amounts.
10. Maryland Law, Jurisdiction and Venue. This agreement and application shall be governed by, interpreted and enforced under the laws of the State of Maryland. In the event of any dispute hereunder, applicant hereby consents to the jurisdiction of court of competent jurisdiction in the State of Maryland, and venue shall be in Frederick County, Maryland.



11. Confession of Judgement. Applicant hereby authorizes any attorney-at-law to appear for the company before any court having jurisdiction within the State of Maryland and, without process, confess judgement against applicant after any sum is due hereunder (and hereby waives notice or demand or otherwise) for the entire unpaid balance of the amounts due under this application, including pre-judgement interest, together with court costs, expenses and attorneys' fees in connection with the collection of any delinquent accounts, and upon entry of confessed judgement authorizes such attorney to levy on any real estate owned by the applicant.
12. Waiver of Jury Trial. Applicant hereby waives the right to trial by jury in any proceeding brought by or against the companies arising under the terms of or in reference to this application.
13. Personal Guaranty. In consideration of William S. Fout, Inc. /Fout Crane and Rigging, LLC extending credit to the applicant above each of the undersigned do hereby jointly, severally and unconditionally personally guarantee payment of and agree to pay to William S. Fout, Inc. /Fout Crane and Rigging, LLC on demand all obligations of the individual or business named above to William S. Fout, Inc. /Fout Crane and Rigging, LLC. Each guarantor hereby agrees that William S. Fout, Inc. /Fout Crane and Rigging, LLC may proceed against any one or more of the undersigned guarantors without notice or proceeding against the debtor, business or any other guarantor. William S. Fout, Inc. /Fout Crane and Rigging, LLC may obtain credit reports and may provide credit information to others regarding each guarantor. The undersigned agrees to pay William S. Fout, Inc. /Fout Crane and Rigging, LLC all obligations due and all expenses, including attorney fees, that William S. Fout, Inc. /Fout Crane and Rigging, LLC incurs in enforcing this guaranty. The undersigned guarantor agrees that this guaranty shall be governed by, interpreted and enforced in accordance with the laws of the State of Maryland, regardless of where the applicant or guarantor is located, and that in the event of any dispute hereunder, guarantor agrees that it shall consent to jurisdiction in a court of appropriate jurisdiction in the State of Maryland, and venue shall be in Frederick County, Maryland. Guarantor hereby waives notice of default, demand and nonpayment by the debtor or business.

I HAVE READ CAREFULLY AND FULLY UNDERSTAND THE ABOVE TERMS:

WITNESS/ATTEST:

APPLICANT:

\_\_\_\_\_  
(Legal Name of Corporation/Applicant)

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Date

GUARANTORS:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date