



The Around The Clock Freightliner Group, LLC ("ATC")

dba

Dallas Freightliner • Western Star / Fort Worth Freightliner • Western Star
Oklahoma City Freightliner • Western Star / Tulsa Freightliner • Western Star
Ardmore Freightliner • Western Star
Credit Department Correspondence - P.O. Box 272430, Oklahoma City OK 73137
Office 800-600-1461 Fax 405-948-0820
(Please use PO Box 848326, Dallas TX 75284-8326, for all payments)



**Lease, Rental, Contract Maintenance, General Parts and Maintenance
Repairs, Commercial Credit Application and Agreement**

A. APPLICANT

Legal Business Name: _____

(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street Address: _____ County: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Ship to Address: _____ County: _____ City: _____ State: _____ Zip: _____

Estimated Annual Sales: \$ _____ Person to contact about Account: _____

Amount of Credit Requested: \$ _____ Type of Business: _____

DNB DUNS# _____ No. of Employees: _____

Federal ID# _____ How Long in Business: _____

State of Incorporation _____ Purchase Order Required: Yes _____ No _____

USDOT# _____ Prior Employment (if less than 1 yr): _____

MC/MX # _____ Former Business Name: _____

Sales Tax Exemption Certificate Yes _____ No _____ (if yes, enclose signed certificate or copy) # _____

B. BUSINESS INFORMATION

Sole Proprietorship Owner: _____ SS# _____
 Partnership Partner: _____ SS# _____
 Limited Partnership General Partner: _____ SS# _____
 Corporation President: _____ SS# _____
 Limited Liability Company Vice President: _____ SS# _____
 Other Secretary: _____ SS# _____
Manager: _____ SS# _____

C. BANK INFORMATION

Bank _____ Branch _____ Phone _____

Officer Contact _____ Acct No. _____ Type of Acct. _____

_____ Acct No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Sign Name _____ Print Name _____ Date _____

D. TRADE REFERENCES (Please fill out 4 references)

Trade Reference Name	City/State	Telephone	Fax	Contact Name	Product/Service Purchased
1 _____					
2 _____					
3 _____					
4 _____					

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize **ATC** to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

NOTE: Please attach copy of your most recent financial statement.

Make of Trucks/Trailers Owned _____

Where Purchased _____

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LEASE OR RENTAL COMMERCIAL ACCOUNT APPLICATION - COMPLETE THE FOLLOWING QUESTIONS OTHERWISE GO TO PAGE 3 FOR TERMS & AGREEMENTS FOR SIGNATURE

Current Fleet #Tractors _____ #Trucks _____ #Trailers _____ Total * Units to be Rented/Leased _____

Nature of Business: (example Construction; Hazardous/Toxic; Delivery; Food): _____

Is Business Seasonal (Y or N) _____ Inactive Month (s) _____ Annual Mileage _____

Area of Operation _____ Commodity to be hauled _____

Top Five Customers	Principal Freight Type	Annual Revenue \$ / %	Length of Relationship
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1) _____

2) _____

3) _____

4) _____

5) _____

Receivable Aging as of _____ \$ _____ (0-30) \$ _____ (31-60) \$ _____ (61-90) \$ _____ (90+)

Contact name for Lease/Rental Billing _____ Email or Tel# _____

Purchase Order Requirement for Lease/Rental Billing _____

Any special address or billing instructions: _____
(if different from section A, page 1)

Vehicle Finance Reference _____ Acct# _____ Telephone _____

Ins Agency _____ Contact _____ Tel# _____

Insurance Liability \$ _____ Physical Damage \$ _____

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CREDIT POLICY: Credit purchases will be limited to lease, rental, contract maintenance, general parts and maintenance repairs. Statements are rendered as of the last day of the month. C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: Lease, rental, contract maintenance invoices are due IN FULL Net 10 days. General parts and maintenance repair invoices are due IN FULL Net 10th/Month following purchase. Interest at the rate of one and one half percent (1.5% per month) or the highest legal rate, whichever is less, may be assessed on delinquent invoices.

ACCORD AND SATISFACTION: Applicant agrees to pay according to terms and conditions stated herein and on rentals, leases, contract maintenance, general parts and maintenance repair, invoices and statements issued by ATC. Applicant agrees to notify ATC in writing specifying the reason for any dispute within 10 days of receipt of an invoice or statement. Failure to notify ATC of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

VENUE: All amounts due for purchases from **ATC** are payable at PO Box 848326, Dallas TX 75284-8326. It is further agreed that this agreement is entered into in the State of Oklahoma and is governed by the laws of the State of Oklahoma.

CHANGE OF OWNERSHIP: I/We understand that we must notify **ATC** in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

MISCELLANEOUS: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed, and hereby waive all rights to claim exceptions under all state laws. The undersigned agrees to pay for all purchases according to the terms of **ATC**. No terms or conditions of purchase orders different from the terms of **ATC** will become any part of any sales agreement, purchase order or document unless specifically approved in writing by **ATC**.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

Firm Name: _____

Sign Name _____ Date _____

Print Name _____ Title _____

PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by **ATC** to the undersigned, individually, jointly and severally, unconditionally guarantee(s) to **ATC** the full and prompt payment by _____, of all obligations which Guarantor presently or hereafter may have to **ATC** and payment when due of all sums presently or hereafter owing by Guarantor to **ATC**.

Guarantor agrees to indemnify **ATC** against any losses and expenses **ATC** may incur as a result of any failure of Guarantor to perform, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this Guaranty against Guarantor. This shall be a continuing Guaranty. Diligence, demand, protest or notice of any kind is waived. This Guaranty shall remain in full force until Guarantor delivers to **ATC** written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal Guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by ATC, in the credit evaluation process.

Sign Name _____ Print Name _____ Date _____

Sign Name _____ Print Name _____ Date _____

Witness _____

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or the owner of a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Sign Name _____ Print Name _____ Date _____

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.