



[www.AtlanticAndSouthern.com](http://www.AtlanticAndSouthern.com)

1642 Forest Parkway

Lake City, GA 30260

Phone: (404) 361-1100

Fax: (404) 361-1126

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ATTN: \_\_\_\_\_

FROM: Jane Devers

Number of pages including cover sheet: \_\_\_\_\_

Following is a copy of our credit application which will need to be completed. Please be sure that *an officer of the company or someone in your company, who is authorized to accept company debt, SIGNS, DATES and most importantly, INSERTS THEIR TITLE AT ITEM #10.* This is not the personal guarantee portion of our application. This only gives us the authorization to check your credit references, indicates to us that the information given is accurate and true, and lets us know that you agree to our credit terms.

***PLEASE DO NOT COMPLETE THE "PERSONAL GUARANTEE" PORTION OF OUR APPLICATION AT THIS TIME (ON THE BOTTOM HALF OF THE FINAL PAGE). IF IT IS REQUIRED AT A LATER TIME, THEN WE WILL CONTACT YOU.***

Once the application has been completed, please *fax it back to my attention using this cover page to (404) 361-1126* and mail the originals to my attention at the address shown above on the letterhead.

Please feel free to give me a call if you have any questions or if I can be of assistance to you in any way.

# ATLANTIC & SOUTHERN EQUIPMENT, LLC

Return to:  
Atlantic & Southern Equipment, LLC  
1642 Forest Parkway  
Lake City, GA 30260

## APPLICATION FOR CREDIT

DO NOT USE PENCIL  
(Black Ink or Typewritten Only)

Date: \_\_\_\_\_  
Salesman: [www.AtlanticAndSouthern.com](http://www.AtlanticAndSouthern.com)

THE FOLLOWING INFORMATION IS SUBMITTED AS A BASIS FOR EXTENSION OF CREDIT BY ATLANTIC & SOUTHERN EQUIPMENT, LLC., ITS DIVISIONS AND AFFILIATES (ALL HERIN JOINTLY AND REFERRED TO AS ATLANTIC & SOUTHERN EQUIPMENT, LLC):

1. Legal name of business \_\_\_\_\_  
Type of business \_\_\_\_\_  
Established \_\_\_\_ Years  Corporation  Partnership  LLC  Single Owner  
Established under the laws of the State of \_\_\_\_\_ Country \_\_\_\_\_  
Federal ID Number \_\_\_\_\_ If exporting, which country is primary destination? \_\_\_\_\_

2. Business Address: Number \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Country \_\_\_\_\_  
Mailing Address: Number \_\_\_\_\_  
(if different) City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Country \_\_\_\_\_  
Business Telephone: Area Code ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_

3. Please list Owner, Partners, Officers and/or Primary Stockholders: (REQUIRED)

NAME	TITLE	HOME ADDRESS	S.S.#

4. Expected monthly credit requirements: \_\_\_\_\_  
(In order to induce credit extension in excess of US \$10,000 a financial statement MUST accompany this Application. Applicant swears or affirms that the information contained therein is true and correct and applicant agrees to furnish annual financial statements.)

5a. Commercial bank references:  
Name of Bank \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

5b. Trade References:  
Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_  
Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_  
Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

6. If bonded, please provide: Name of Bonding Co. \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

7. Purchase Order required? Yes  No  Please list any special invoice instructions. \_\_\_\_\_

8. NOTICE: Applicant and each person signing on the reverse side warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of the information herein to any party who may provide credit to applicant, whether herein and pursuant to a subsequent application or request. Applicant authorizes ATLANTIC & SOUTHERN EQUIPMENT, LLC to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other. Applicant and guarantor(s) authorize ATLANTIC & SOUTHERN EQUIPMENT, LLC to file UCC-1 financial statement(s) and any and all continuation statements with the applicable State.

9. As partial consideration for the extension of credit, the undersigned agree to the following terms:  
All charges incurred during any month are due and payable by the 10<sup>th</sup> of the following month, and in case payment is not made as specified, a service charge of 1.5% per month on the past due balances is authorized to be added to the amount due ATLANTIC & SOUTHERN EQUIPMENT, LLC.  
It is agreed that any claims for shortages will be made in writing within five (5) days after shipment, and claims based on defective material or workmanship will be made in writing within fifteen (15) days after invoice date.  
In the event litigation arises between the parties hereto, we agree to pay all costs of collection, including attorney's fees and court costs and hereby waive our privilege of being sued in the county of our residence and agree that suit shall be brought in Clayton County, Georgia USA.  
ATLANTIC & SOUTHERN EQUIPMENT, LLC is not hereby committed to extend any credit whatsoever. If credit is extended, ATLANTIC & SOUTHERN EQUIPMENT, LLC is hereby authorized and directed to continue or discontinue with or without notice, in its sole discretion, such line of credit in any amount or amounts determined by ATLANTIC & SOUTHERN EQUIPMENT, LLC in its sole discretion with or without notice to place this account on a COD basis and or refuse sales entirely.

Should ATLANTIC & SOUTHERN EQUIPMENT, LLC., institute any proceedings in replevin against us, we hereby waive any and all notice required under the laws of the State of Georgia and any other State.  
We agree to immediately notify ATLANTIC & SOUTHERN EQUIPMENT, LLC in writing at the above address of any change in ownership or form of our business. This instrument shall remain in full force and effect even after a change of ownership or form of our business. This instrument shall remain in full force and effect even after a change of ownership or form of business until actual written notice of revocation is received by ATLANTIC & SOUTHERN EQUIPMENT, LLC at the address on front of the application.

We hereby waive our right to a jury trial. This agreement shall be interpreted and construed under the laws of the State of Georgia.  
10. We understand that ATLANTIC & SOUTHERN EQUIPMENT, LLC is not and will not be liable for indirect, special, incidental, consequential or other damages of any kind no matter what cause. (SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO US.) This exclusion will not affect our rights, if any, against parties other than ATLANTIC & SOUTHERN EQUIPMENT, LLC including the manufacturer of any parts or equipment sold, used, or furnished by ATLANTIC & SOUTHERN EQUIPMENT, LLC. The applicant waives any oral agreement statement, representation or discussion in any and all past, present and future dealings with ATLANTIC & SOUTHERN EQUIPMENT, LLC which is inconsistent or CONTRARY TO THE TERMS HEREIN. The applicant waives any and all IMPLIED WARRANTIES OF ANY TYPE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding any corporate title listed below, the person(s) executing this Credit Application on behalf of the applicant personally, individually and jointly and severally guaranties payment of applicant's past, present and future obligation to ATLANTIC & SOUTHERN EQUIPMENT, LLC.

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_  
SIGNED: \_\_\_\_\_

**PERSONAL GUARANTEE AND WITNESSED (REQUIRED)**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned (hereinafter called "GUARANTORS"), hereby jointly and severally personally guarantee in their individual capacity to pay in full, without reservation, all of the accounts, charges, liabilities, obligations and/or debts due or to become due to ATLANTIC & SOUTHERN EQUIPMENT, LLC incurred by \_\_\_\_\_

(hereinafter referred to as "THE FIRM") in accordance with the terms and conditions set forth in this Application as may or have accrued either before or after the execution of this Application until such time as actual written notice of revocation has been received by ATLANTIC & SOUTHERN EQUIPMENT, LLC is hereby authorized to give THE FIRM, and GUARANTORS unconditionally personally guarantee payment of any amount of credit and varying amounts of credit at different times above or below any initial credit limit as may be established by ATLANTIC & SOUTHERN EQUIPMENT, LLC a result of this application. This Personal Guarantee shall remain in full force and effect even after the firm has changed ownership or form of its business. This is a continuing guarantee. ATLANTIC & SOUTHERN EQUIPMENT, LLC is not hereby committed to give credit or to continue credit, once given to, THE FIRM. GUARANTORS agree to pay reasonable attorney's fees and all other costs and expenses which may be incurred by ATLANTIC & SOUTHERN EQUIPMENT, LLC in the enforcement of this Guarantee.

The obligation of the undersigned hereunder are joint and several, and are independent of the obligations of THE FIRM. A separate action may be brought and prosecuted against GUARANTORS, or any of them, whether an action is brought against THE FIRM or whether THE FIRM be joined in any such action or actions. GUARANTORS waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. Guarantors waive notice of all defaults. If there is but a single GUARANTOR, then all the words herein in the plural shall be deemed to have been used in the singular, where the context and the construction so require; and if this Guarantee is executed by more than one GUARANTOR, the word "GUARANTORS" shall mean all and any one or more of them.

This Guarantee shall insure to the benefit of ATLANTIC & SOUTHERN EQUIPMENT, LLC its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of each of the GUARANTORS. GUARANTORS shall not assign this GUARANTEE without prior consent of ATLANTIC & SOUTHERN EQUIPMENT, LLC.

In the event litigation arises between, any of the parties hereto, GUARANTOR(S) agree to pay all costs of litigation including but not limited to attorney's fees and court costs. GUARANTOR(S) waive(s) its(their) right to a jury trial. GUARANTOR(S) waive(s) its privilege of being sued or suing in the County and State of Georgia.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Guarantee this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

"Guarantor" Signature X _____	"Guarantor" Signature X _____
Name (Print) _____	Name (Print) _____
Residence Address: _____	Residence Address: _____
Telephone # _____ SS# _____	Telephone # _____ SS# _____
Dr. Lic # _____ State _____	Dr. Lic # _____ State _____
Witness: _____	Witness: _____

Have you filed for bankruptcy in the last 10 years? YES  NO

**NOTICE:** If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact: The Credit Department, 1642 Forest Parkway, Lake City, GA 30260 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit 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 this law concerning this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.