



TRUCK CITY OF GARY, INC
360 WEST CHICAGO AVE
GARY, IN 46416

Phone (219) 949-8595
 Fax (219) 949-4578

CREDIT APPLICATION

COMPANY NAME _____
 STREET ADDRESS _____ MAILING ADDRESS _____
 CITY/STATE/ZIP _____ PHONE _____ FAX _____
 TYPE OF BUSINESS _____ E-MAIL _____
 TYPE OF OWNERSHIP CORPORATION PARTNERSHIP INDIVIDUAL
 PRINCIPAL OWNER _____ YRS. IN BUSINESS _____
 SOCIAL SECURITY NUMBER _____ FEDERAL TAX ID NUMBER _____
 The following persons are authorized to make purchases: (1) _____

(2) _____ (3) _____
 Are purchase orders required? Yes No Number of invoice copies required _____
 Tax Exemption Number _____ Credit Line Requested \$ _____

TO RECEIVE SALES TAX EXEMPT STATUS, REQUIRED DOCUMENT(S) MUST ACCOMPANY THIS APPLICATION

Resale Certificate ICC Authority Municipality/Not for profit
 Have you filled for Bankruptcy in the last 5 years? Yes No

BANK REFERENCE	SUPPLIER CREDIT REFERENCE
BANK NAME: _____	NAME: _____
ADDRESS _____	ADDRESS _____
CITY/STATE/ZIP _____	CITY/STATE/ZIP _____
PHONE # _____	PHONE # _____
FAX # _____ ACCT # _____	FAX # _____

SUPPLIER CREDIT REFERENCE	SUPPLIER CREDIT REFERENCE
NAME: _____	NAME: _____
ADDRESS _____	ADDRESS _____
CITY/STATE/ZIP _____	CITY/STATE/ZIP _____
PHONE # _____	PHONE # _____
FAX # _____	FAX # _____

All correspondence pertaining to the above company name should be addressed to the attention of:

(1) _____ (2) _____

Invoices are due and payable the 10th of the month. If not paid promptly credit privileges will be withdrawn immediately. In the event that this account has to be turned over to our attorney for collection the customer agrees to be liable for all costs incurred, including reasonable attorney fees. We understand your credit and payment terms and agree to abide by them. Therefore, the undersigned consents to and agrees to Truck City of Gary, INC obtaining a consumer credit report on us for the purpose of evaluating our creditworthiness in connection with this credit application.

Company Name _____ Date _____

Signed By _____
 Name / Title _____

For Truck City of Gary Use:
 Requested By _____ Credit Line Requested \$ _____

Approved By _____ Date Approved _____ Amount Approved _____



TRUCK CITY OF GARY, INC
7360 WEST CHICAGO AVE
GARY, IN 46406
219/949-8595
219/949-4578 FAX
800/552-4420 IN TOLL FREE

HEAVY DUTY
BUSINESS CLASS
CENTURY CLASS

ADDITIONAL TERMS AND CONDITIONS

1. Customer jointly and severally agrees to pay seller for all merchandise and services now or hereafter purchased from the seller on the following terms: Net amount in full by the 10th of the following month. Should it be necessary to refer customer account to an attorney not a salaried employee of the seller, customer agrees to pay all collection costs in the collection thereof all without relief from valuation and appraisal laws. Upon default, the entire balance shall become, due and payable without further notice to the customer. If payment is not made as agreed, customer shall pay seller a FINANCE CHARGE of 2% per month based upon the unpaid principal balance then due and owing at an ANNUAL PERCENTAGE RATE of 24% per annum to be computed beginning 30 days after date of invoice. The charge is not for extension of credit pursuant to be the Federal Consumer Credit Code but a delinquency charge for failure to pay as agreed. This agreement is not to be constructed as a revolving charge agreement or an installment sales agreement, but each purchase shall be deemed to be a separate and distinct sales transaction.
2. Except for the warranty that any goods purchased by the customer are made in a workman-like manner and are of standard quality. SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE, SUITABILITY, CONDITION OR QUALITY IS HEREBY DISCLAIMED BY SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE ITS GOODS WHATSOEVER. Seller maximum liability shall not in any case exceed the contract price for the goods deemed to be defective or unsuitable.
3. Seller shall not be responsible for delays or failure of performance resulting from acts beyond its control. Such acts shall include, but not be limited to: acts of God, strikes, lockouts, riots, acts of war, interruption of transportation, epidemics, government regulations superimposed after the fact or other disasters.
4. Customer has read this agreement and agrees to be bound by its terms and conditions as to all sales and that it constitutes the complete and exclusive statement of agreement between and supersedes all proposals and communications, oral or written.
5. All purchases shall be deemed for cash and title to all merchandise sold pursuant to this agreement shall remain as the seller until the cash price has been paid in full. The customer hereby grants and transfers to the seller a security interest in any property purchased pursuant this agreement. Said security interest shall attach to any and all merchandise purchased by the customer and as long as there is any obligation due and owing by the customer to the seller whatsoever. All merchandise purchased shall be deemed collateral for said debt. Upon default in payment, seller shall have all of the remedies of a seller under the Uniform Commercial Code of Indiana. Customer hereby authorizes seller to prepare and file financing statements signed only by the seller. It is the intention of the seller and the customer that the merchandise sold herein remain personal property regardless of where it is located or how it may be affixed to any realty.
6. The undersigned agrees to pay the owners a reasonable rental charge per month for rented machines and furniture and to return machines or furniture in the same condition as received, no later than date contract expired, or on demand by the owners. The undersigned also agrees to be responsible for the safe-keeping of this merchandise, and to reimburse the owner for any loss or damage that might occur during this time, ordinary wear expected.
7. This agreement shall be governed by the laws of the State of Indiana.

 Signature

 Company Name



TRUCK CITY OF GARY, INC
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GARY, IN 46406
219/949-8595
219/949-4578 FAX
800/552-4420 TOLL FREE
www.truckcityofgary.com

HEAVY DUTY
BUSINESS CLASS
CENTURY CLASS

Date: _____

THE UNDERSIGNED HEREBY AUTHORIZES:

 Name of Financial Institution

TO GIVE A CREDIT RATING TO:

TRUCK CITY OF GARY, INC
7360 W. CHICAGOAVE
GARY, IN 46406

OUR ACCOUNT NUMBERS ARE:

CHECKING: _____
SAVINGS: _____
LOAN: _____

 COMPANY NAME

 SIGNATURE

 TITLE

“COMMITTED TO EXCELLENCE”



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HEAVY DUTY
 BUSINESS CLASS
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PERSONAL GUARANTY

To: TRUCK CITY OF GARY, INC.

For value received and in consideration for and as an inducement for selling goods and services now made or to be made in the future from time to time to _____ (herein referred to as "Obligor") the undersigned do hereby personally, jointly, and severally absolutely and unconditionally guaranty full payment to seller, its successors and assigns, the due and punctual payment of all indebtedness of Obligor to you whether incurred before or after the execution of this guaranty.

The word "indebtedness" is used herein includes all sales, advances, debts, liabilities, or obligations that the Obligor heretofore incurred, now or hereafter, made either oral or written, absolute or contingent, liquidated or unliquidated or whether recovery may be hereafter barred by any statute of limitation may be otherwise enforceable.

This guaranty shall be deemed a continuing guaranty and shall cover present purchases and purchases hereafter made by Obligor. You need not notify me of your acceptance of this guaranty.

Guaranty hereby waives notice of default or non payment by Obligor of any amount due and the renewal, extension, indulgence of forbearance by you or the Obligor indebtedness to you and no such act shall relieve me of my obligations as Guarantor.

It is agreed that this guaranty is one for payment and not for collection and shall be for primary debt and not a secondary liability.

All obligations of Guarantor under this agreement shall be joint and several and independent of the obligations of the Obligor and you may bring a separate action of actions against a Guarantor and the Obligor need not be joined in any such action.

You need not inquire into the powers of Obligor, its officers, directors or agents of purportation to act on behalf of the Obligor. Any and all indebtedness made or created as reliance upon the professed exercised of such powers shall be guaranteed thereunder.

This guaranty in no way created an obligation upon you to sell to the Obligor.

Any indebtedness hereby now or hereafter owed by Obligor to me hereby subordinated to indebtedness of obligation to you and any such indebtedness collected by me shall be held in trust and paid owner to you to be applied to the indebtedness of the Obligor to you.

Until all indebtedness hereby guaranteed has been paid in full, I shall have no right to subrogation versus the Obligor.

In the event of default by Obligor, I agree to pay all reasonable attorney fees, court costs and expenses of collection incurred by you in enforcement of this guaranty agreement. I hereby waive relief from valuation and appraisal laws of the State of Indiana.

Signature

Company

Signature

TRUCK CITY OF GARY, INC.

Indiana Department of Revenue General Sales Tax Exemption Certificate
This form is not to be used as an Agricultural or Utility Exemption
Certificate. Company Exemption Certificates are not valid for personal
purchases.

Name TID#

Address Date

City State Zip Code

Blanket Single Purchase Description of Articles

Sale to Retailer, Wholesaler or Manufacturer for Resale Only

Sale of Manufacturing Machinery, Tools and Equipment to be Used Directly in
Direct Production

Sales to Not-for-Profit Organizations, Claiming Exempt Purchases Pursuant
to Sales Tax Information Bulletin #10

Note: Many purchases by Not-for-Profit Organizations are subject to Sales
Tax; therefore, purchasers are cautioned to read Sales Tax Information
Bulletin #10 before
signing this certificate.

Sales to Governmental Units

Other (Explain)

I hereby certify under the penalties of perjury, that the property that is
to be purchased by the use of this exemption certificate is to be used for
an exempt purpose

pursuant to the State Gross Retail Sales Tax Act.

Signature Title

Form ST-105 SF# 49065 (Rev 1/00)