



Please send completed application to:
 16704 East 32nd Avenue, Aurora, CO 80011
 or Fax: 303-739-2559
 or E-mail: ar@mctrux.com



APPLICATION FOR COMMERCIAL CREDIT

General Information

Company Name: _____ DBA Name (if different): _____

Physical Address: _____ City: _____ State: _____ Zip: _____ County: _____

Billing Address: _____ City: _____ State: _____ Zip: _____ County: _____

Business Phone #: _____ Mobile/Pager #: _____ Fax #: _____

Contact Name: _____ Title: _____ E-mail: _____

Description of Business: _____ Business Start Date: _____ Time as Current Owner: _____

Type of Business: Sole Proprietorship Corporation General Partnership L.L.C. Other _____

Has the business or any principal ever declared bankruptcy? Yes No Are there any outstanding liens or judgements? Yes No

If yes, date filed: _____ # of Employees: _____

Federal ID #: _____ Sales Tax Exempt? Yes No If yes, please attach copy of exemption certificate

Insurance Company: _____ Contact Name: _____ Phone #: _____

Monthly Credit Limit Requested: _____ Parts and Service Rental P.O. Required: Yes No

Bank References

Name: _____ Acct #: _____ Contact: _____ Phone #: _____ Balance: _____

Type of Account: Business Checking Savings Personal

Trade References

Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone #: _____

Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone #: _____

Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone #: _____

Personal Information on Owner/Principal/Guarantors *attach additional sheets, if necessary*

Name/Title: _____ Birth date: _____ SS #: _____

Home Address & Phone #: _____ % Ownership: _____

Name/Title: _____ Birth date: _____ SS #: _____

Home Address & Phone #: _____ % Ownership: _____

(Please complete both sides - Signatures Required)

Terms & Conditions of Sales:

Parts/Service

Net due the 10th of the month following purchase.

Applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "APPLICANT") acknowledge that in the event this Application for Business Credit is accepted and approved by McCANDLESS TRUCK CENTER, LLC and McCANDLESS IDEALEASE, LLC (hereinafter collectively referred to as MTC), a credit account will be opened in the name of Applicant. APPLICANT agrees to each and every term and condition set forth below in consideration of the opening of a credit account by MTC. Applicant and each other person signing this application warrants and represents that the information given on this application is complete and accurate, and is provided for the purpose of obtaining credit in an amount set by our credit policies and procedures. Applicant authorizes MTC, to obtain from banks, credit bureaus, trade references and other creditors and requests each of the aforementioned to advise us of its credit experience with, and to express an opinion as to the credit record of Applicant or other such person as such party may deem appropriate and release any credit information, including but not limited to Applicant's balance sheet, cash flow statement, and income statement to us. Further, Applicant and each other person signing below on behalf of Applicant and / or as Guarantor (defined below), agrees that we may obtain personal and/or business credit reports with respect to Applicant and each such person, in assisting in making a credit decision, in connection with the continuation of the credit provided herein, or pursuant to a subsequent application or request, reviewing applicant's account, or assisting in taking collection activity. Applicant understands that any decision to grant or deny credit by MTC will be made by MTC. The fact that this application contains reference to "amount of credit applied for" shall not be deemed a limitation of liability by Applicant or Guarantor, if applicable.

OPEN ACCOUNT PAYMENT TERMS: Applicant agrees to pay for goods, services, and other items charged to its open account upon receipt of invoice. If no invoice is issued or received, Applicant agrees to pay upon receipt of the monthly statement or within thirty days of delivery of goods, rendering of services or on the payment due date, whichever occurs first. All amounts charged to the open account are Applicant's responsibility. In the event a credit account is not approved or credit terms have been rescinded, all goods and services must be paid for at the time of delivery or order. A late charge of 1.5% will be assessed on the past due balance until it is paid in full. Applicant is required to advise MTC of any disputed transactions or statements within 10 days of receipt. Failure to notify MTC of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

OTHER AGREEMENTS: Applicant agrees to be bound by the terms and conditions of each underlying sale, lease or other written agreement with MTC, which is intended to be incorporated herein by this reference and construed in conjunction herewith. Neither this agreement nor any other may be modified except in writing, signed by both parties.

DEFAULT: Payment shall be made when due. Failure to make a timely payment shall result in a default under the open account agreement and under the underlying agreement with MTC. In the event of a default under any of the terms of this or the underlying agreement, Applicant agrees to reimburse and pay MTC for all expenses, costs, collection agency costs, and attorney's fees incurred or expended by MTC in enforcing its rights, whether or not suit is commenced. Applicant agrees that the laws of the State of Colorado shall govern all transactions and agreements between MTC and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be in the state or federal courts of Colorado. Applicant expressly waives sovereign immunity and its venue rights and consents to the enforcement of this and any other agreement with MTC in Arapahoe County, Colorado. If Applicant becomes insolvent during the period covered by MTC or if Applicant breaches any term or condition herein, or in any invoice or other writing between MTC and Applicant, or if for any reason MTC deems itself insecure, MTC may terminate the agreement and close the credit account immediately.

MISCELLANEOUS: Applicant must notify MTC in writing of any change of ownership, the name of the business or structure of the business under which credit is established. MTC reserves the right to cancel its agreement to extend credit and to reevaluate the credit worthiness of the Applicant under its new name, ownership or structure.

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 had 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 our compliance with this law is the FTC Regional Office for the region in which we operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

In consideration of advances and/or extensions of business credit for goods and services obtained by the above designated Applicant, and as an inducement to make advances and/or extensions of credit, the undersigned jointly, severally, irrevocably and unconditionally agree to (1) the terms and conditions set forth on the Application for commercial credit which are fully incorporated herein by reference: and to (2) guarantee the payment of any and all indebtedness, including advances, debts, obligations and liabilities now existing or hereafter made or incurred, together with such costs and expenses, including reasonable attorney fees, as may be incurred by MTC in the enforcement of this guaranty, whether or not suit is commenced. The undersigned expressly authorize MTC to renew, compromise, extend, accelerate, or otherwise modify the terms of the credit agreement or any underlying agreement on which credit was extended or advances made without notice or demand to the undersigned and without affecting the undersigned's liability hereunder.

Signature: _____
Print Name: _____
SS #: _____
Date: _____

Signature: _____
Print Name: _____
SS #: _____
Date: _____

Office Use Only:

Letter Sent: _____
Customer #: _____
MTC Referral: _____

Approved _____ Date _____
Credit Limit: _____