

New Customer Package

- Credit Application
- Contact Sheet
- Insurance
 Requirements
 (with example)

Please fill out the downloaded forms and provide a certificate of insurance complying with all of the requirements for evaluation and have all sent to: tlarsen@ftleasing.com or Fax # 406-535-5931.

CREDIT AGREEMENT

FLEET TRAILER, LLC ("FLEET")
207 West Main St, Ste 3
Lewistown, MT 59457
Phone: 406-366-4974 Fax: 406-535-5931

Other Names Used: Mailing Address of Applicant:				
Physical Address of Applicant:				
Type of Business:	(i.e	e. partnership, co	orporation, limited liability company)	
State where entity formed:				
States where entity registered to do business:				
Years in Business: Number of Emplo			ederal Tax ID No	
Principals (Owners and Officers): Name Title Reside 1				
3.				
(Attach additional page if necessary)				
Applicant's Authorized Representative: FLEET shall	be entitled to re	ly upon statem	ents/information given by the	
Authorized Representative and to act upon requests ma	ade by the Author	rized Represent	tative.	
Name, Address and Title: Fax:		7.7.6.11		
	I	E-Mail:		
Bank Reference:				
Bank Name & Address: Contact Person:	Telenhone #			
Date Acct Opened:	FMail:			
Average Monthly Balance: \$				
Insurance Information: Address (include Contact N	Tame and Phone No	o.)	Type of Policy and Policy Amount *	
Name of Insurer				
1.				
2				
*Applicant acknowledges that it must obtain and maintain i damage coverage which insurance shall name FLEET as additi FLEET and no insurance policy may terminate or lapse withou	ional insured and los	s payee. Applica	ant shall furnish evidence of insurance to	
FLEET may require Applicant to obtain additional insurance existing insurance policies as a condition to any extension of cree	policies, increase exi			
	policies, increase exi dit.	sting policy amou		
Lender References: Address (include Contact Lender Name 1.	policies, increase exi dit. t Name and Phone	sting policy amou	unts and/or otherwise modify or amend its	
existing insurance policies as a condition to any extension of cred Lender References: Address (include Contact	policies, increase exi dit. t Name and Phone	sting policy amou	unts and/or otherwise modify or amend its	
Lender References: Address (include Contact Lender Name 1	policies, increase exi dit. t Name and Phone	No.)	ants and/or otherwise modify or amend its Account No./Type*	
Lender References: Address (include Contact Lender Name 1.	policies, increase exidit. t Name and Phone dit accounts and av	No.)	Account No./Type*	
Lender References: Address (include Contact Lender Name 1. 2. 3. *Separately list each account, by lender. State revolving cre Applicant's inventory, accounts receivable, and/or assets or if lender.	policies, increase exidit. t Name and Phone dit accounts and average and ave	No.)	Account No./Type*	
Lender References: Address (include Contact Lender Name 1	policies, increase exidit. t Name and Phone dit accounts and avoider has required perfect Name)	No.) erage balance - rsonal guaranties	Account No./Type* Indicate if lender has a security interest in the from Applicant's Principals. (attach additions)	
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Lender References: Address (include Contact Lender Name 1	policies, increase exidit. t Name and Phone dit accounts and avoider has required perfect Name)	No.) erage balance - rsonal guaranties	Account No./Type* Indicate if lender has a security interest in the from Applicant's Principals. (attach addition: EMail:	al
Lender References: Address (include Contact Lender Name 1. 2. 3. *Separately list each account, by lender. State revolving cre Applicant's inventory, accounts receivable, and/or assets or if lender page if necessary) Trade References: Address (include Contact Lender Name 1. 2. 3.	policies, increase exidit. t Name and Phone dit accounts and avoider has required perfect Name) pplicant named about about a soft the sy Fleet Trailer, LL Applicant and to the sy Fleet Agreement Trailer and the system and the system are system.	No.) erage balance - rsonal guaranties Phone ove, hereby cere date this Cred C in its decision he Guarantors erms are binding	Account No./Type* Indicate if lender has a security interest in the from Applicant's Principals. (attach additions EMail: EMail: tify that all of the foregoing information in Agreement was submitted. I understand a regarding the extension of credit terms to have read and fully understand the group upon and enforceable against Applicant	is ad to ne



To:	Phone#	
Email:		
WE ARE PROCESSING	A CREDIT APPLICATION FOR THE FOLLOWIN	NG CUSTOMER:
_		
AC	CCOUNT NUMBER:	
DATE ACCOUNT OPEN	NED:	
AVERAGE MONTHLY	BALANCE FOR THE LAST 12 MONTHS:	
HAS THE ACCOUNT ST	TAYED IN GOOD STANDINGS:	
AVG DAYS ACCOUNT	PAID/OUTSTANDING:	
Signature and Title of po	erson filling this form out	
PLEASE FAX THIS COM	MPLETED FORM TO US AT (406) 535-5931.	
IF YOU HAVE ANY QU	JESTIONS PLEASE CALL US AT (406) 366-4974.	
	OTTOM OF THIS FORM WHICH SHOWS TH ASE OF THIS INFORMATION.	E CUSTOMER'S
WE APPRECIATE YOU	R ASSISTANCE.	
AUTHORIZATION TO F	RELEASE INFORMATION:	
		CICMATURE
PRINTED NAME	DATE	SIGNATURE

CREDIT AGREEMENT TERMS

- 1. <u>Terms Upon Credit Approval</u>. Upon credit approval, Applicant will be notified in writing by FLEET of any additional terms not contained in this Credit Agreement. Applicant understands and agrees that any check returned for insufficient funds or stop payment (which is unauthorized by FLEET) may result in immediate cancellation of credit terms and possible termination of Applicant's leasing arrangement with FLEET. There will be a \$25.00 handling and expense fee for all returned checks. FLEET reserves the right to revoke or alter the credit terms at FLEET's sole discretion, subject to the limitations of applicable law.
- 2. <u>Interest on Outstanding Balances</u>. Payment is due in full on the date reflected on each lease agreement or invoice. In the event payment is not received on or before the due date, Applicant agrees that FLEET shall have the right to charge interest on any outstanding balance at the maximum rate allowed by law.
- 3. Failure to Pay When Due. Should Applicant default in any payment(s) owed to FLEET, FLEET shall have the right, without notice to Applicant, to declare all amounts owed immediately due and payable and pursue any and all legal and equitable remedies available to FLEET. Failure by FLEET to exercise any remedy available to it in connection with Applicant's default shall not be deemed to be a waiver of said remedy. In the event that FLEET commences any action or actions, or otherwise seeks to enforce this Agreement against Applicant, Applicant agrees to pay reasonable attorney's fees, court costs and other expenses incurred by FLEET, whether or not suit is filed.
- 4. <u>Accuracy of Information Provided on Agreement</u>. Applicant represents and warrants that all information provided by Applicant to FLEET pursuant to this Agreement and any other documents required by FLEET is true, complete and accurate. Applicant represents and warrants that it is able to pay its bills as they become due. If the status of Applicant's solvency should change, Applicant is obligated to immediately notify FLEET of such change.
- 5. <u>No Force Majeure</u>. Applicant further acknowledges and agrees that the loss or destruction (regardless of the cause of such loss or destruction) of any equipment or other item of personal property purchased from FLEET shall not relieve Applicant of its obligation to comply with the terms and conditions of this Credit Agreement or any other agreement by and between Applicant and FLEET.
- 6. Applicant's Compliance with Tax Law. Applicant shall comply with all applicable federal, state and local tax laws.
- 7. <u>Applicability of General Terms and Conditions</u>. Applicant agrees to all of the general terms and conditions set forth in FLEET's lease agreement with Applicant, as periodically amended by FLEET.
- 8. **Non-Transferability of Agreement.** This Agreement and subsequent credit approval, if any, is not transferable or assignable by Applicant without the prior written consent of FLEET.
- 9. Choice of Law, Venue. The agreement evidenced by these terms and conditions and any and all transactions by and between Applicant and FLEET shall be governed by and construed in accordance with the laws of the State of Montana Applicant agrees that any action brought against FLEET in any court shall be brought within Lewistown, Montana. Applicant hereby waives to the fullest extent permitted by law all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
- 10. <u>Place of Payment</u>. Applicant agrees that it is to pay all amounts due to FLEET at FLEET's office in any branch location or mail to Fleet Trailer, LLC 207 W. Main Street, STE 3 Lewistown, MT 59457, or at such other location as FLEET may advise Applicant of in writing.
- 11. Personal Guaranty. For and in consideration of FLEET extending credit to Applicant, the undersigned (hereinafter, whether one or more "Guarantor") jointly, severally, and unconditionally guarantees the payment and performance of all of Applicant's obligations to FLEET, whether past, present or future. This guarantee is continuing, and FLEET may seek payment from any Guarantor even though no action is undertaken against Applicant, or any other person or estate. Guarantor waives all forms of notice and presentment. FLEET may extend credit to Applicant, change or alter the underlying terms of a debt, change or alter the underlying terms of credit, or any other matter which may pertain to the credit and business relationship between FLEET and Applicant, without notification to Guarantor. FLEET also may give Applicant additional time to pay any debt, waive any claim against other persons or Applicant, add or subtract any Guarantor, or another guarantor or release collateral, if the same exists, without notice and or Guarantor's consent and Guarantor shall nevertheless be bound to pay the indebtedness and perform all other obligations owed by Applicant to FLEET pursuant to the terms of this Credit Agreement. FLEET may grant all renewals and extensions of credit without notice to or the consent of Guarantor. This guarantee is unlimited in amount. In the event of the delinquency of any obligation owed by Applicant to FLEET, Guarantor shall pay reasonable attorney's fees incurred in collection of such delinquency, regardless of whether legal action is taken, in addition to paying FLEET the debt owed FLEET by Applicant, plus applicable interest and court costs. This guarantee shall bind each Guarantor and each Guarantor's heirs, legal

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representatives, successors, and assigns. If this guarantee is made by a corporation, the corporation, by and through its undersigned representative, hereby acknowledges that it is benefited by making this guarantee. Likewise, the undersigned represent that for the consideration of FLEET extending credit to Applicant, the undersigned has agreed to guaranty Applicant's obligations hereunder.

Initials of Guarantors:	
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Applicant acknowledges that this Credit Agreement is subject to credit approval by FLEET, 207 West Main St, Ste 3 Lewistown, MT 59457 and is not a representation or assurance that FLEET will extend credit or make credit sales to Applicant. Due to the variety and availability of credit sources, Applicant understands that FLEET may be delayed in making a credit decision on this credit application. This Credit Agreement shall be deemed accepted by FLEET once FLEET extends credit to Applicant. FLEET's continued acceptance is contingent upon Applicant's credit worthiness and continued fulfillment of the terms and conditions described herein, including insurance coverage. FLEET reserves the right, at any time, and without notice to Applicant. to withdraw credit terms should FLEET determine in its discretion, that Applicant is not creditworthy or that Applicant is out of compliance with the terms and conditions described herein or in any other agreement between Applicant and FLEET.

By signing this Agreement, I/we agree to all the terms and conditions contained herein and authorize the release of all credit, insurance, and banking information to FLEET from the companies and references listed herein. The undersigned represents and warrants that (s)he has full power and authority to execute this Agreement on behalf of the undersigned and on behalf of Applicant and that said execution hereof shall be all that is required to bind the undersigned and Applicant to the terms and conditions contained herein.

Executed on thisday of	, 20 .	
Name:		_
Guarantors:		
Signature of Guarantor		Signature of Guarantor
Name of Guarantor		Name of Guarantor
Signature of Guarantor		Signature of Guarantor
Name of Guarantor		Name of Guarantor
(The section below is to be completed by Fleet Traile		
Received on:	, 20, in	
FLEET TRAILER, LLC		
By: Name:		
Title:		
Account Status:		
Approved		
Credit Limit		
Denied		

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Consent for Release of Credit and Financial Information

("Applicant") hereby authorizes Fleet Trailer, LLC, a Texas limited liability company ("FLEET"), its officers, directors, employees, and agents to obtain all information and any other documentation relating to any and all of Applicant's assets and liabilities, including, without limitation, bank account balances, present and prior loans, trade credit accounts, and personal credit information, if applicable. The undersigned represents that it has full power and authority to execute this Consent
for Release of Credit and Financial Information, and that there are legitimate business purposes (including, without limitation, the granting, extension, or renewal of credit) for FLEET to obtain the information sought.
This Consent for Release of Credit and Financial Information authorizes any entity and all individuals whom maintain or otherwise possess any of the above described information, to reveal and release the same to FLEET. Applicant hereby agrees to indemnify and hold any person or entity that releases information of the type generally described herein to FLEET harmless from all damages, including, without limitation, damages arising out of ordinary negligence, and will pay promptly upon demand for any and all actual losses or financial obligations which may arise from the release of such information.
Any person or entity may rely upon any photographic reproduction of this Consent for Release of Credit and Financial Information. This Consent shall be effective from the date hereof and shall continue to be effective until such time as it is expressly withdrawn by Applicant's written notice to FLEET.
Executed on this day of, 20
Applicant:
By:
Name:



Fleet Trailer, LLC strives to provide our Customers the best service. Please complete the following information and send it to us by FAX to: 406-535-5931 or email to: tlarsen@ftleasing.com
Please Print Clearly

Customer Name:	
Mailing Address:	
Physical Address:	
Phone:	Fax:
Website:	
Contact for Equipment Leasing & Signature: Name:	
Phone:	
Contact for Equipment Repair: Name:	
Phone:	Fax:
Email Address:	
Contact for Accounts Payable:	
Name:	
	Fax:
Email Address:	
All invoices are sent by email. Please provide	e email address for invoices:
Special Instructions:	

For any questions you may call 406-366-4974 or email tlarsen@ftleasing.com

207 West Main St, Ste 3 Lewistown, MT, 59457



Dear Customer:

Certificate of Insurance

Per our company policy and lease conditions our valued customers are required to provide a certificate of Automobile and General Liability insurance with:

- A minimum of \$1,000,000 of automobile and general liability coverage (listing collision and comprehensive deductible), and physical damage coverage on each trailer.
- Fleet Trailer, LLC must be listed as additional insured and loss payee.
- Type of <u>Automobile Liability</u> has to be indicated as <u>Any Auto or Hired Auto</u> (be aware that if policy is Schedule Autos, all trailers leased must be listed on the certificate and insurance must be updated every time there's a change).

Please contact your agent and request a Certificate of Automobile and General Liability Insurance to be faxed/e-mailed to our office and mail original.

We thank you in advance for your attention and prompt response to this request.

Best regards, Fleet Trailer, LLC 207 West Main St, Ste 3 Lewistown, MT 59457 Phone: (406) 366-4974

Fax: (406) 535-5931



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:		
		PHONE (A/C, No. Ext):	FAX (A/C, No):	
Insurance Agent		E-MAIL ADDRESS:		
Insurance Company		INSURER(S) AF	FORDING COVERAGE	NAIC#
Insurance Compnay Phone#		INSURER A:		
INSURED		SUR		
		SUR C:		
	Sar	UR S		
		INSUR E:		
		INSURER F :		
ACMEDIA CEC	OFFITIOATE MUMBER		DEMONDE NUMBER.	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF IN	SURANCE	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	
	GENERAL LIABILITY		THE REAL PROPERTY.		Thing District	Ammediation	EACH OCCURRENCE	\$	1,000,00
	X COMMERCIAL GEN	ERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	s	500,00
	CLAIMS-MADE	X OCCUR					MED EXP (Any one person)	s	10,00
		- The same			Effective date	1 year	PERSONAL & ADV INJURY	\$	1,000,00
					117		GENERAL AGGREGATE	s	2,000,00
	GEN'L AGGREGATE LIM	IT APPLIES PER:					PRODUCTS - COMP/OP AGG	s	2,000,00
	POLICY PRO	LOC						\$	1,000,00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$	
Ì	ALL OWNED AUTOS	SCHEDULED					BODILY INJURY (Per accident)	5	
	X HIRED AUTOS	X NON-OWNED					PROPERTY DAMAGE (Per accident)	5	
		30.00			4			5	
	UMBRELLA LIAB	OCCUR			0.1		EACH OCCURRENCE	s	
	EXCESS LIAB	CLAIMS-MAD	E				AGGREGATE	5	
	DED RETER	TION \$						S	
	WORKERS COMPENSAT	ITY					WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTI	NER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	s	
	OFFICER/MEMBER EXCLI (Mandatory in NH)	UDED?	100				E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPER	ATIONS below	1.2				E.L. DISEASE - POLICY LIMIT	5	
	HIRED AUTO PD			am		C	HIRE AUTO PHYSICAL DAMAGE \$*	100,000	0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FLEET TRAILER, LLC IS NAMED ADDITIONAL INSURED AND LOSS PAYEE, \$5,000 MAXIMUM DEDUCTIABLE COMPREHENSIVE AND COLLISON APPLY.

CERTIFICATE HOLDER	CERTI	FICATE	HOLDER	2
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FLEET TRAILER, LLC
207 WEST MAIN STREET, SUITE 3
LEWISTOWN, MT 59457
OFFICE (406) 535-5931
FAX (4

FAX (406)535-5931

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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