



# 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  
Credit Department Correspondence - P.O. Box 272428, Oklahoma City OK 73137  
405-917-2030 800-600-1461 Fax 405-948-0820  
(Please use P.O. 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

<input type="checkbox"/> Sole Proprietorship	Owner: _____	SS# _____
<input type="checkbox"/> Partnership	Partner: _____	SS# _____
<input type="checkbox"/> Limited Partnership	General Partner: _____	SS# _____
<input type="checkbox"/> Corporation	President: _____	SS# _____
<input type="checkbox"/> Limited Liability Company	Vice President: _____	SS# _____
<input type="checkbox"/> 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 \_\_\_\_\_

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

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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**

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:** All 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 \_\_\_\_\_ Date \_\_\_\_\_

**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 \_\_\_\_\_