



115 South 78<sup>th</sup> Street  
Tampa, FL 33619-4220

Tel: (800) 226-2345  
Fax: (813) 621-8679

**CREDIT APPLICATION AND AGREEMENT**

Credit Line Request \$ \_\_\_\_\_

Account Number: \_\_\_\_\_

|         |               |                 |             |
|---------|---------------|-----------------|-------------|
| Dealer: | Sales Person: | Contact Number: | Fax Number: |
|---------|---------------|-----------------|-------------|

**COMPANY INFORMATION**

Exact Legal Name of Corporation or Owner(s) (hereinafter referred to as "Applicant"):

**\*\*\*\*ABOVE BOX MUST BE FILLED OUT IN ORDER TO PROCESS THIS CREDIT APPLICATION \*\*\*\***

Sole Proprietor (Also Requires Noted Section Completed)    Partnership    Limited Liability Company    Corporation    Other:

DBA/Trade Names:

|                          |       |        |           |
|--------------------------|-------|--------|-----------|
| Mailing/Billing Address: | City: | State: | Zip Code: |
|--------------------------|-------|--------|-----------|

|   |       |        |           |
|---|-------|--------|-----------|
| Physical Delivery Address (if different): | City: | State: | Zip Code: |
|---|-------|--------|-----------|

|                        |             |                    |  |
|------------------------|-------------|--------------------|--|
| Business Phone Number: | Fax Number: | Years in Business: | Trading: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> N/A |
|------------------------|-------------|--------------------|--|

|                      |          |       |        |      |
|----------------------|----------|-------|--------|------|
| Parent Company Name: | Address: | City: | State: | Zip: |
|----------------------|----------|-------|--------|------|

|                    |           |   |
|--------------------|-----------|---|
| Federal ID Number: | Industry: | Sales Tax Exempt: <input type="checkbox"/> Yes # _____ <input type="checkbox"/> No<br><b>If YES (copy of current exemption certificate, MUST BE ATTACHED)</b> |
|--------------------|-----------|---|

**P.O. Required:**  Yes  No   **Credit Request for:**  Rental    Service/Parts    Purchase of Truck    Lease Finance

**\*FOLLOWING SECTION IS REQUIRED FOR LEASE AGREEMENT**

|  |   |
|--|---|
| Financial statements available: <input type="checkbox"/> Yes <input type="checkbox"/> No | Any prior repossessions: <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|---|

|  |  |
|--|--|
| Existing TMCC customer: <input type="checkbox"/> Yes <input type="checkbox"/> No | Any prior bankruptcy filings: <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

|  |  |
|--|--|
| Does your business operate outside of the US: <input type="checkbox"/> Yes <input type="checkbox"/> No | Any outstanding liens or judgments: <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

**CORPORATE OFFICERS AND PARTNERS**

|           |        |                         |
|-----------|--------|-------------------------|
| (1) Name: | Title: | Social Security Number: |
|-----------|--------|-------------------------|

|         |       |        |           |
|---------|-------|--------|-----------|
| Street: | City: | State: | Zip Code: |
|---------|-------|--------|-----------|

|           |        |                         |
|-----------|--------|-------------------------|
| (2) Name: | Title: | Social Security Number: |
|-----------|--------|-------------------------|

|         |       |        |           |
|---------|-------|--------|-----------|
| Street: | City: | State: | Zip Code: |
|---------|-------|--------|-----------|

**SOLE PROPRIETORS**

(Skip this section if applicant is not a sole proprietor)

|             |                         |                |
|-------------|-------------------------|----------------|
| Owner Name: | Social Security Number: | Date of Birth: |
|-------------|-------------------------|----------------|

|               |       |        |           |
|---------------|-------|--------|-----------|
| Home Address: | City: | State: | Zip Code: |
|---------------|-------|--------|-----------|

|  |                        |                    |                     |
|--|------------------------|--------------------|---------------------|
| <input type="checkbox"/> Rent <input type="checkbox"/> Own | Monthly Rent/Mortgage: | Home Phone Number: | Mobil Phone Number: |
|--|------------------------|--------------------|---------------------|

| *Personal References:<br>(Skip this section if applicant is not a sole proprietor)  |  |  |  |                       |           |
|---|--|--|--|-----------------------|-----------|
| (1) Name:   |  | Relationship:                            |  | Phone Number:         |           |
| Street:   |  |  | City:  | State:      Zip Code: |           |
| (2) Name:   |  | Relationship:                            |  | Phone Number:         |           |
| Street:   |  |  | City:  | State:      Zip Code: |           |
| (3) Name:   |  | Relationship:                            |  | Phone Number:         |           |
| Street:   |  |  | City:  | State:      Zip Code: |           |
| Monthly Obligations to Others:  |  |  |  |                       |           |
| Credit:<br>\$   |  | Lines:<br>\$                             | Alimony/Child Support:<br>\$                                     | Other:<br>\$          |           |
| Business/Employment Information:  |  |  |  |                       |           |
| First time owner operator: <input type="checkbox"/> Yes <input type="checkbox"/> No |  | If yes, years of experience as a driver: | If no, years of experience as an owner operator:                 |                       |           |
| Number of years in business/employed:   |  |  | If previous employer is less than 5 years at current employment: |                       |           |
| Name of previous employer:  |  |  |  |                       |           |
| Street:   |  | City:                                    |  | State:                | Zip Code: |

| PURCHASING/AP CONTACT INFORMATION |  |               |        |
|-----------------------------------|--|---------------|--------|
| Accounts Payable Contact:         |  | Phone Number: | Email: |
| Purchasing Contact:               |  | Phone Number: | Email: |

| BUSINESS BANK ACCOUNT |  |               |                       |  |
|-----------------------|--|---------------|-----------------------|--|
| Name of Bank:         |  |               | Type of Account:      |  |
| Street:               |  | City:         | State:      Zip Code: |  |
| Account Number:       |  | Phone Number: | Fax Number:           |  |

| TRADE REFERENCES  |          |               |             |
|-------------------|----------|---------------|-------------|
| (1) Company Name: |          | City:         | State:      |
| Contact Name:     | Account: | Phone Number: | Fax Number: |
| (2) Company Name: |          | City:         | State:      |
| Contact Name:     | Account: | Phone Number: | Fax Number: |
| (3) Company Name: |          | City:         | State:      |
| Contact Name:     | Account: | Phone Number: | Fax Number: |

| *INSURANCE FOR EQUIPMENT   |               |                                 |                |            |
|--|---------------|---------------------------------|----------------|------------|
| Name of Insurance Company:   | Contact Name: | Phone Number:                   | Policy Number: | Exp. Date: |
| If Self-insured, does applicant have a contingent policy? <input type="checkbox"/> Yes <input type="checkbox"/> No |               | If Yes, please provide details: |                |            |

**\*FAIR CREDIT REPORTING ACT (FCRA) DISCLOSURE**

If the undersigned is an individual or sole proprietor: This application for credit will be submitted to Toyota Motor Credit Corporation ("TMCC") at 19001 S. Western Ave, Torrance, CA 90501 for consideration as to whether it meets purchase requirements.

**\*SIGNATURES**

Each of the undersigned agrees, represents and warrants as follows with respect to themselves alone and with respect to the information related to themselves alone. This completed form is furnished to TMCC in connection with an application for financing a business purchase or lease of commercial use equipment or vehicle(s) and TMCC will rely on the information furnished in connection with this application in making its decision. The undersigned represents and warrants that all information contained in the above application and in all financial statements or other information provided to TMCC in connection with this application, is complete, true and correct, and accurately represents the financial condition of the undersigned. The undersigned has no knowledge of any liabilities, contingent or otherwise, not reflected in this application or any of the financial statements provided to TMCC in connection with this application. Since the date of the most recent financial statements furnished to TMCC in connection with this application, there have been no materially adverse changes in the financial condition of the subject of the statements. If the undersigned is an individual or sole proprietor, the undersigned further agrees as follows: I authorize TMCC to investigate my credit and employment history and to obtain a consumer credit report on me from one or more credit reporting agencies. If credit is granted, I authorize TMCC to obtain subsequent consumer credit reports on me in connection with any update, renewal or extension of credit, collection of the account, or other legitimate business purposes associated with the account, and to release information about its credit experience with me to others as permitted by law.

**AGREEMENT**

The person(s) signing this application and Agreement on behalf of Applicant warrant that the above information is complete and accurate; and hereby agree to the following terms and conditions:

1. The undersigned agree to immediately notify Southern States Material Handling, Inc., and its wholly owned subsidiaries of any change in ownership, form, or business name of the Applicant. This instrument shall be as effective in photocopy or fax form as in the original and shall remain in full force until written notice of revocation is received by Southern States Material Handling, Inc., and its wholly owned subsidiaries. It is agreed that Southern States Material Handling, Inc., and its wholly owned subsidiaries may check the credit of Applicant from time to time by utilizing credit reporting agencies or databases.
2. If legal action is instituted this Agreement shall be governed by the laws of the State of Florida, jurisdiction shall be in the State of Florida, and venue shall be in Hillsborough County, Florida. Applicant stipulates that this choice of jurisdiction provision is freely negotiated between the parties hereto and is not unreasonable, and hereby waives the right to be sued in any other jurisdiction, venue, or county other than Hillsborough County, Florida. It is agreed that interest shall run at the highest legal rate for all amounts found due and owing, together with reasonable attorney's fees, expenses of investigation, court costs, and post-judgment attorney's fees and collection costs. It is further agreed that in the event of court action, all discovery shall be in Hillsborough County, including post-judgment attorney's fees and collection costs. It is further agreed that in the event of court action, all discovery shall be in Hillsborough County, including post-judgment proceedings and the taking of depositions or other discovery in aid of execution.
3. If Applicant is a corporation or partnership, the persons signing this agreement hereby warrant that they have full authority to sign this agreement and obligate the corporation or partnership hereunder, and the said persons hereby jointly, severally, and individually guarantee payment of all present and future indebtedness incurred by Applicant. This guaranty is absolute and continuing, notwithstanding extension of time for payment or failure to give any notices which may be required by law, and shall inure to the benefit of Southern States Material Handling, Inc., and its wholly owned subsidiaries and its successors, legal representatives, and assigns. The obligation of each individual guarantor shall continue until written notice of termination is received by Southern States Material Handling, Inc., and its wholly owned subsidiaries, and shall terminate only as to any individual guarantor giving notice, and only as to any indebtedness incurred after the date such written termination notice is received.
4. This Agreement constitutes the entire agreement between the parties, and no prior oral or written representations, promises or undertakings shall effect, vary, alter, or modify the terms hereof. This Agreement may not be modified, altered or amended except by written agreement signed by the parties hereto. No failure of Southern States Material Handling, Inc., and its wholly owned subsidiaries to exercise any rights hereunder or to insist upon strict compliance hereunder in the event of default, and no customary practice of the parties at variance to the terms hereof, shall constitute a waiver of the rights of Southern States Material Handling, Inc., and its wholly owned subsidiaries to demand compliance with the terms hereof in the event of subsequent default. The word "Applicant" as used herein shall refer to the name of the corporation, partnership or proprietorship applying for credit, as well as to all persons signing this Credit Application. Words used herein in the singular shall refer also to the plural, and words used in the plural shall refer also to the singular.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

\* Denotes execution for Toyota Motor Credit Corporation