



Phone (562) 941-4155 Fax (562) 941-4414

**CREDIT APPLICATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, St. Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Number of Locations: \_\_\_\_\_ Primary Business: \_\_\_\_\_

Initial P.O. : \_\_\_\_\_ Est. Annual Purchases: \_\_\_\_\_ Credit Limit Requested \_\_\_\_\_

Years in business: \_\_\_\_\_ Are P.O's Required for purchases? **Yes or No** (initial \_\_\_\_\_)

Company Type: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Proprietorship \_\_\_\_\_

Fed I.D.# \_\_\_\_\_ Dun & Bradstreet #: \_\_\_\_\_ 2 years P&L or balance sheets enclosed \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

City, St. Zip: \_\_\_\_\_

**Officer/Principal information:**

Officer/Principal Name: \_\_\_\_\_ SSN \_\_\_\_\_

Home address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Officer/Principal Name: \_\_\_\_\_ SSN \_\_\_\_\_

Home address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Cell phone: \_\_\_\_\_

**Bank Reference:**

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_ Officer/Contact: \_\_\_\_\_

Loan/Line of Credit Acct Number: \_\_\_\_\_ Money Market/Savings Acct.: \_\_\_\_\_

**Trade References:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_

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

**This is an application for credit only.** The submission and acceptance of this information does not constitute nor does it imply that credit will automatically be granted. By signing below, the applicant (Applicant) hereby authorizes **Toyota-Lift of Los Angeles** (Seller) to investigate the credit and bank worth of the applicant. If/when credit terms are granted by Seller, Applicant agrees to be bound to the following terms of sale and conditions with respect to purchases made by applicant from Seller.

**Terms and Conditions:**

Payment terms are to be **Net 10 days** on all accounts with approved credit and shall not exceed that which is invoiced. Other purchases require payment prior to shipment, or COD. Invoices are payable in U.S. Funds. If payment is not made when due, Seller may, its option, in addition to any other rights and remedies provided by law or equity: (a) **add a charge of 2% per month on all past-due sums**; (b) withhold delivery of goods; (c) stop delivery of goods; (d) reclaim goods delivered; and/or (e) identify goods to any contract. **Applicant agrees to pay all costs of collection, including without limitation, reasonable attorneys' fees and court costs.** Applicant represents and warrants to Seller that Applicant is now solvent and that the information in this credit application is true, correct and complete. Applicant acknowledges and agrees that purchases from Seller, these terms and conditions, and any personal guarantee of Applicant's obligations will be governed by and construed and enforced in accordance with the laws of The State of California applicable to contracts to be made and performed in that state. Applicant consents to the personal jurisdiction of the federal and state courts located in the County of Los Angeles, State of California and waives objection to such venue and the defense of inconvenient forum.

**Freight, Returns-Handling Charges, Credit Memos:**

All orders are shipped freight prepaid and added to the invoice unless agreed to by Seller and Applicant. Applicant acknowledges and agrees to inspect goods promptly following receipt and to notify Seller of any non-conformity within a reasonable time, but in no event later than 10 days after applicant's receipt of the goods. Applicant further agrees to: (a) pay a **25% restocking fee** for all wrongfully rejected goods; (b) return goods in accordance with the policies set forth by seller which include but are not limited to **freight being prepaid by buyer**; (c) Credit memos issued for returned goods will be applied to current invoices or future purchases only and are not redeemable for cash. All such credit memos will be valid for up to 1 year from date of issuance at which time Seller shall consider said credit memo(s) to have been abandoned; (d) Credit memos issued for returned goods or for service claims may be applied to interest/finance charges first, then to invoices where no remittance advise is submitted with payments received.

**Submitted and agreed to by:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Please Print the Name officer/partner/manager/proprietor

Name: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Please Print the Name officer/partner/manager/proprietor

Name: \_\_\_\_\_  
Signature

**Continuing Personal Guarantee:**

In consideration of credit being extended by **Toyota Lift Of Los Angeles (Seller)** to the above named **Applicant** for goods to be purchased, the undersigned guarantor(s) jointly and severally, irrevocably and unconditionally guarantees the due and punctual payment, when due, of all obligations of Applicant to Seller in respect of goods purchased by Applicant from Seller. The undersigned guarantor(s) hereby agrees as follows: (i) this is a guaranty of payment when due and not collection; (ii) Seller may from time to time and without notice or demand and without affecting the validity or enforceability of this guarantee or giving rise to any impairment or discharge of this guarantee, renew, extend, accelerate, or otherwise change the time, place and manner of payment of the guaranteed obligations; and settle, compromise, release or discharge or accept or refuse any offer of performance with respect to the guaranteed obligations. The undersigned guarantor(s) waives: (i) all notices, demands, presentations, protests, notices of protest, notices of dishonor, notices of any action or inaction (including acceptance of this guaranty), notices of extension, modification or renewal of the obligations of Applicant to Seller, notices of default and all other notices to which the undersigned guarantor(s) might otherwise be entitled; (ii) any right to require Seller to proceed against the Applicant, any other guarantor or any other person, proceed against or exhaust any security held by Seller, or pursue any other remedy; and (iii) to the fullest permitted by law, any defenses and benefits that may be derived from or afforded by law that limit the liability or exonerate guarantors or sureties. The undersigned guarantor(s) acknowledges and agrees that the rights of Seller are cumulative and are in addition to and independent of any rights or remedies that seller may have by statute or any agreement between Seller and Applicant or Seller and guarantor(s). Any forbearance, failure to exercise or delay by Seller in exercising any right or remedy shall not be construed as a waiver thereof. This guarantee shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts to be made and performed in that state. The undersigned guarantor(s) consents to the personal jurisdiction of the federal and state courts located in the County of Los Angeles, State of California and waives objection to such venue and the defense of inconvenient forum.

**Guarantor(s)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of officer/partner/manager/proprietor

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of officer/partner/manager/proprietor