



DEALER CREDIT APPLICATION

Business Name Business Phone

Business Address City State Zip Years Here

Previous Business Address (if any) City State Zip Years Here

Date Business Established: _____

Please check one (Not Incorporated) Sole Proprietorship (Not Incorporated) Partnership Limited Liability Co. Corporation

Name of Principal Title Date of Birth Social Security No.

Home Address City State Zip Home Phone

Nearest Relative Home Address City State Zip Home Phone

Name of Principal Title Date of Birth Social Security No.

Home Address City State Zip Home Phone

Nearest Relative Home Address City State Zip Home Phone

Name of Principal Title Date of Birth Social Security No.

Home Address City State Zip Home Phone

Nearest Relative Home Address City State Zip Home Phone

OTHER BUSINESS WHICH PRINCIPAL(S) PRESENTLY HOLD OWNERSHIP POSITION (if any)

Active Inactive

Business Name City State

PREVIOUS BUSINESS WHICH PRINCIPAL(S) HELD OWNERSHIP POSITION (if any)

Business Name City State



TYPE: ____ Company ____ Personal **FROM:** ____ Records ____ Estimates

Name *Include Trade Style Used, if any* _____ Financial Condition as of _____ Year _____
 Accountant Prepared Financial State as preferred and should be submitted if available

ASSETS		LIABILITIES	
Cash on Hand and in Banks	\$	Accounts Payable	\$
Accounts Receivable (Good)		Notes Payable	
Notes Receivable (Good)		Bank Loans	
Inventory		Unpaid Taxes	
TOTAL CURRENT	\$	TOTAL CURRENT	\$
Fixtures, Equipment and Tools		Real Estate Mortgages (list below**)	
Real Estate & Buildings (described below**)		Other Liabilities (Itemize)	
Other Assets (Itemize)			
TOTAL ASSETS	\$	TOTAL LIABILITIES & NET WORTH	\$

REAL ESTATE ADDRESS (Include City & State)	DATE ACQUIRED	TITLE IN NAME OF	FAIR MARKET VALUE	MORTGAGE BALANCE	ANNUAL NET INCOME (If Any)

I CERTIFY THAT THE FINANCIAL STATEMENT FIGURES ARE TRUE AND ACCURATE AND THAT I HAVE READ AND AGREE TO BE BOUND BY THE REQUIREMENTS ON THE PREVIOUS PAGE.

Sales: From _____ To _____

\$ _____

(signature)

(date)



AGREEMENT OF GUARANTEE

FOR VALUE CONSIDERATION received from The Macx, LLC, (“The Macx”), the receipt of which is hereby acknowledged, and to induce The Macx, LLC to extend credit for the purchase of merchandise on account from time to time by _____
(Name of Company)

_____ and its
(Street Address) (City) (State)

successors and assigns, hereinafter “purchaser”, the undersigned _____
(Print or type Guarantor’s name)

jointly and severally hereby personally and individually guarantee payment to The Macx, LLC immediately upon a default of all present and future indebtedness due from said purchaser and its predecessors to The Macx, LLC, and of all notes, checks or other evidence of indebtedness given by said purchaser to The Macx, LLC for or on account of such indebtedness. This continuing guarantee of payment shall inure to the benefit of The Macx, LLC and its successors and assigns and shall be binding on my/our estate, unless properly evoked as provided below.

IT IS UNDERSTOOD that the amount and terms of credit to be extended by The Macx, LLC to said purchaser shall be at the discretion of The Macx, LLC and that this guarantee shall continue in full force and effect until written notice of cancellation is received by The Macx, LLC, by certified mail at the following address – The Macx, LLC Credit Dept. 3119 S.E. 22nd Place, Cape Coral, Florida 33904 – and until payment in full is made of the amount due The Macx, LLC at the time such notice is received by the Macx, LLC, including indebtedness for merchandise which has been ordered but not billed at the time such notice is received.

THE UNDERSIGNED FURTHER AGREES that the liability of the undersigned on this guarantee shall be immediate and absolute and shall not be contingent upon the exercise or enforcement by The Macx, LLC of whatever other remedies that The Macx, LLC may have against the Purchaser, other guarantors or security relative to this account. The undersigned further agrees that my/our liability hereunder shall also include all costs, expenses, interest and attorney’s fees incurred by The Macx, LLC in enforcing the liability of the undersigned on this guarantee.

THE UNDERSIGNED FURTHER AGREES to immediately notify The Macx, LLC in writing by certified mail at the above address of any material adverse change in my/our financial condition and in advance of any sale, encumbrance or other transfer of any real property owned. The undersigned, who agrees to provide The Macx, LLC with annual financial statements, understands that The Macx, LLC is placing strict reliance on the accuracy and completeness of said financial statements as a basis for the extension of credit to the Purchaser. The undersigned represents that I/we are not a party to any pending litigation and will immediately notify The Macx, LLC if I/we become a party to any litigation by certified mail at the above address.

IT IS FURTHER UNDERSTOOD AND AGREED that my/our liability for any indebtedness under this guarantee shall not be released or discharged by The Macx, LLC taking certain action such as extending the time of payment, acceptance of partial payments, or by taking notes or other security therefore; or by releasing, compromising or failing to obtain or pursue materialman liens, other security, sureties or other guarantors; or become some or all of the indebtedness is dischargeable by the Purchaser in bankruptcy; or because I/we have terminated my/our employment, ownership or association with Purchaser. The undersigned does hereby waive notice from The Macx, LLC of the amount or nature of indebtedness or credit herein guaranteed, default in payment, acceptance of this guarantee, change, renewal or extension of credit terms or if The Macx, LLC compromises or release other guarantors or security.

IT IS FURTHER AGREED that any litigation concerning this guarantee shall be brought at the option of The Macx, LLC in the appropriate state or federal court located closest to Fort Myers, Florida, or applicable court where guarantor(s) is located or in the location of The Macx, LLC point of sale, and the undersigned consents to the personal jurisdiction of such courts for this purpose or in the state or federal court located nearest the point of purchase. The undersigned also waives the benefit of both my/our exemption on personal property and my/our homestead exemption on real property from levy or sale on execution and agrees to execute any documents necessary to effectuate such waiver at such time as The Macx, LLC requests, whether prior to or upon levy or sale. No exercise, delay in exercising, or omission to exercise any of such rights hereunder shall be deemed a waiver thereof by The Macx, LLC and every such right may be exercised repeatedly and shall be in addition to all other rights available to The Macx, LLC under applicable law. If any provisions of this guarantee are declared invalid, all remaining provisions of this guarantee shall remain in effect.

ATTESTED BY:

GUARANTOR’S SIGNATURE(S)

