

90 West Logistics

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CREDIT APPLICATION

Business Name:		Email Address:	
Address: (no PO Boxes)			
City:		State:	Zip:
Telephone No:		Fax No:	Cell No:
Years in Business		Number of Employees	
Requested Line of Credit		FEIN #	
Contact Person for AP		Email Address for AP Invoices & Questions	

OWNER(S)/PARTNERS/OFFICERS/MEMBERS/MANAGERS OF THIS BUSINESS

Name:		Title:	
Home Address:			
City:		State:	Zip:
Previous Address (If less than 3 years at above address)			
City:		State:	Zip:

Name:		Title:	
Home Address:			
City:		State:	Zip:
Previous Address (If less than 3 years at above address):			
City:		State:	Zip:

Revised 02/2023

BANK REFERENCES

Bank Name:	Address:		
	City:	State:	Zip:
	Phone No.	Email:	
Type of Account:	Account No:		

Bank Name:	Address:		
	City:	State:	Zip:
	Account No:		

TRADE CREDIT REFERENCES

Business Name:		Business Name:		Business Name:	
Address:		Address:		Address:	
City:		City:		City:	
State:	Zip:	State:	Zip:	State:	Zip:
Phone No:		Phone No:		Phone No:	
Email:		Email:		Email:	

- Terms:** Net 30 days based on invoice date.
- Finance charge:** 1.5 % per month will be added to any invoice after 45 days.
- Liens:C.O.D.:** All accounts will be subject to review for possible lien action when invoices remain unpaid after 45 days. When appropriate, we will send lien notice prior to the 90 day limit or automatically put accounts on C.O.D. when invoices and finance charges go unpaid after 90 days. You agree not to take any action (direct or indirect) that could interfere with our right to assert a Mechanics' Lien for materials provided or services rendered.
- SalesTax:** Sales tax must be charged on all purchases until a valid tax exemption certificate is on file in our office. PRIOR TO THE PURCHASE OF MATERIALS, PLEASE PROVIDE THE TAX EXEMPT CERTIFICATE FOR ALL TAX EXEMPT JOBS. This will eliminate the tax from being charged on your invoices.
- Attorneys' Fees:** All collection fees and costs including attorney fees on overdue accounts are payable by the customer.
- Required Information:** For billing purposes, please instruct all drivers (whether your own or contract haulers) to provide project name, your customer's name and location destination.
- Non-Sufficient Funds:** If a check is returned from the bank for non-sufficient funds, you will be responsible for the \$75.00 NSF fee for each check. PAYMENT MUST BE MADE ON THE NSF CHECK WITHIN SEVEN (7) DAYS OF NOTIFICATION EITHER WITH CASH, CASHIER'S CHECK OR A MONEY ORDER. If payment has not been made after (7) days, it will be given to our attorney.
- Successors:** These terms shall be binding upon, and enforceable against your successors-in-interest.

Please have an officer of your company sign and return this form to acknowledge that it has been received and that the payment conditions have been accepted.

ACCEPTED BY: _____
Signature

Printed Name

Title: _____

Date: _____

90 West Logistics

I/We authorize 90 West Logistics to obtain any information (credit references, banking, etc) required concerning the application and statement hereon. I/WE herby affirm that the information given for the purpose of obtaining credit is true and correct. Should credit be granted, the undersigned hereby guarantees payment of all present and future debts, owing from time to time to 90 West Logistics. Furthermore, this application is made with the understanding and agreement that all charges will be DUE AND PAYABLE 30 DAYS FROM DATE OF INVOICE. I/ We acknowledge that I/We have read and understand the above terms. In the event of default payment, I/We agree to pay the maximum legal rate of interest; and in case of suit, I/We agree to pay attorney's fees incurred by 90 West Logistics as well as costs incident thereto.

Date: _____
Signature

Company Name: _____ Title: _____

**(MUST BE SIGNED BY THE PRESIDENT OR VICE PRESIDENT FOR THE CORPORATION;
PARTNER FOR PARTNERSHIP OR MEMBER/MANAGER OF A LIMITED LIABILITY
COMPANY)**

GUARANTY

Date: _____

TO: 90 West Logistics

In consideration of the further extension of credit granted by any one or more of the above identified material

Suppliers to _____ (Name of Account) and being financially interested therein, I hereby personally, individually and unconditionally guarantee payment of whatever amount which at any time shall be owing to any such Supplier on account of construction materials, sold, delivered, and/or services rendered, whether such indebtedness is incurred before or after the date hereof. This is a continuing guarantee related to any indebtedness, including that arising under successive transactions, which shall either continue the indebtedness or from time to time renew it after it has been satisfied, and this guarantee shall be perpetual as to any indebtedness, incurred before written notice is received by the Supplier granting such extension of credit or to which an indebtedness is then owed, that I am unwilling thereafter to guarantee any additional indebtedness on this account and the Supplier has acknowledged receipt of the same and the cancellation of such guarantee shall be related only to transactions occurring thereafter. The amount currently due is set forth on the statement/invoice(s) attached hereto.

On behalf of _____ (Name of Account) I agree that reasonable attorney's fees and costs as well as finance charges as set forth below shall be added to the amount due. As Guarantor I hereby waive notice as to the amount of the balance of the account and further I understand that a finance charge of one and one-half (1.5%) percent per month computed upon the unpaid balance of such account from and after (45) days from date of invoice for such materials purchased, respectively (but limited to the maximum rate then permitted by applicable law) will be applied to any such balance outstanding, plus reasonable attorney's fees and costs incurred in the collection of any sums due the Supplier which are herein guaranteed. I agree to pay, and I personally guarantee payment of, any and all such sums.

Dated: _____

Printed Name: _____

Relationship to Company: _____

Signature: _____