

DEALER APPLICATION
MUST BE COMPLETED AND PLEASE PRINT

Name of Firm _____ Legal Name _____
Address _____ City _____ State _____ Zip _____
County _____ Email _____ Phone _____
Fax _____ Cell _____ Tax% _____
Occupational License # _____ Tax Exempt ID # _____

LEGAL ENTITY

Corporation	Proprietorship	Partnership	Division/Subsidiary/Affiliate
PRINCIPALS	Name _____		Title _____
OR	Name _____		Title _____
OFFICERS	Name _____		Title _____
	Name _____		Title _____

Type of Business _____ Years in business _____

Have you ever been involved in bankruptcy? _____ If yes, explain _____

BILLING INFORMATION
(if different from above)

Bill to _____ Department _____
Name of Firm _____
Billing Address _____
City _____ State _____ Zip _____ Phone _____
Billing requirements _____

SHIPPING/DELIVERY INFORMATION
(if different from above)

Name of Firm _____
Shipping/Delivery Address _____
City _____ State _____ Zip _____ Phone _____
Delivery Instructions _____

By (Authorized Signature) _____
Title _____ Date _____

**All accounts are C.O.D. (25% deposit, Balance upon delivery on NWI truck,
Balance upon shipping with common carrier).**

GUARANTY

Gentlemen:

This will confirm the Agreement between us.

1. **Obligations.** In consideration of your extension of credit as and when you may deem proper to _____

(here in after referred to as "Purchaser"), which term is intended to include the successors and assigns of Purchaser, the extension of any time of payment of any existing obligation or indebtedness of Purchaser to you, and as an inducement to you to grant credit, or assume a credit risk, from time to time, in respect of sales of goods made by you the Purchaser, or in respect of any type of transaction by which you may become the creditor of Purchaser, the Undersigned shall pay you promptly when due, or upon demand thereafter, with interest, and without deduction for any claim of set-off or counterclaim of Purchaser, for loss of contribution from co-guarantor, or any other defense, the full amount of all obligations or indebtedness due to you from Purchaser, incurred after this date, together with all expenses of collection and reasonable attorney's fees incurred by you by reason of the default of Purchaser.

2. **Term of Guaranty.** This is an absolute and continuing guaranty, intended to cover any number of transactions. This guaranty shall be revocable only as to transactions entered into by you subsequent to the receipt by one of your officers of notice of termination sent by the Undersigned by registered or certified mail.

3. **Consent and Waiver.** The Undersigned waives notice of acceptance hereof, and notice of orders, sales, rentals and deliveries to Purchaser, and of the amounts and items thereof, and of all defaults and disputes with Purchaser, and of the settlement or adjustment of any of such defaults or disputes. The Undersigned, without affecting the Undersigned's liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptances, or any other form of obligation for Purchaser's indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements. The Undersigned also consents to and waives notice of any arrangements or settlements made in or out of Court in the event of receivership, liquidation, readjustment, or bankruptcy, reorganization, arrangement or assignment for the benefit of creditors of Purchaser, and anything whatsoever, whether or not herein specified, which may be done or waived by or between you and Purchase, or Purchaser and any other persons whose claims against Purchaser have been or shall be assigned or transferred to you.

4. **Character of Obligations.** The obligation of the Undersigned is a primary and unconditional obligation, and covers all future indebtedness of Purchaser to you. This obligation shall be enforceable before or after proceeding against Purchaser or against any security held by you, and shall be effective regardless of solvency or insolvency of Purchaser at any time, the extension or modification of the indebtedness of Purchaser by operation of law, agreement, or otherwise or the subsequent incorporation, reorganization, merger, or consolidation of Purchaser, or any other change in composition, nature, personnel, or location of Purchaser.

5. **Liability.** All liability of the Undersigned is a primary and unconditional obligation, and covers all future indebtedness of Purchaser to meet its obligations as they become due, the appointment of a receiver, custodian, or trustee for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by Purchaser, or if any of the forgoing events shall occur with respect to the Undersigned.

6. **Construction.** Nothing herein contained shall be construed as an obligation on your part to rent or sell goods or extend credit to Purchaser, or as an obligation to continue to sell goods or extend credit. The records showing the account between you and Purchaser shall be admissible in evidence in any action or proceeding involving this guaranty, and such records shall be prima facie proof of the items therein set forth. This guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of, the State of Iowa.

7. **Benefit.** This guaranty shall be binding upon the Undersigned, the Undersigned's legal representatives, and assigns, and shall inure to your benefit and to the benefit of your successors and assigns.

Applicant promises to pay The Corporation all sums of money when due and applicant promises to pay the sum of one and one-half percent (1-1/2%) per month, eighteen percent (18%) per annum for all invoices sixty days delinquent. Further, if applicant fails to make any payment when due, applicant agrees to pay all costs of collection, including any reasonable attorney fees assisting The Corporation in the collection of the within indebtedness. Venue for any such legal action shall be in the Cherokee County, Iowa where all payments are due. All transactions and/or agreements between the parties shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the Undersigned has executed this Agreement this _____ day of _____ 20_____.

WITNESS:

Guarantor