

# CREDIT APPLICATION

**James T. Duke, Inc. dba Target Rental, Durango Outdoor Power, and Bobcat of Durango**  
**989 S. Camino del Rio \*Durango, CO 81303\* Phone: (970) 247-0161\* Fax: (970) 247 -0168**

New Applicant    Name/Address change, Current AR # \_\_\_\_\_    LBJ Bobcat Customer

Re-applying, Last Applied Date: \_\_\_/\_\_\_/\_\_\_\_\_

CONTACT NAME \_\_\_\_\_ SS# \_\_\_\_\_ FED ID \_\_\_\_\_

COMPANY \_\_\_\_\_ DBA \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ CELL \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ WEB \_\_\_\_\_

Corporation    Individual    Partnership

TYPE OF BUSINESS \_\_\_\_\_ YEARS IN BUSINESS \_\_\_\_\_

## OFFICERS or OWNERS

Owner, General Manager, President \_\_\_\_\_ Title \_\_\_\_\_

Other Officers and Owners \_\_\_\_\_

Purchasing Agent \_\_\_\_\_

BANK \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PERSON TO CONTACT AND ACCT. #s \_\_\_\_\_

Email Address for Invoice/Statements \_\_\_\_\_

Email Address for Product Offers/Coupons \_\_\_\_\_

Liability Insurance Carrier \_\_\_\_\_ General Liability coverage limit \$ \_\_\_\_\_

## CREDIT REFERENCES

1. \_\_\_\_\_ PHONE \_\_\_\_\_ CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

2. \_\_\_\_\_ PHONE \_\_\_\_\_ CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

3. \_\_\_\_\_ PHONE \_\_\_\_\_ CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

DUN & BRADSTREET LISTED?    YES    NO   D&B# \_\_\_\_\_ Rated \_\_\_\_\_

P.O. REQUIRED    YES    NO

**\*PLEASE ATTACH SALES TAX EXEMPTION CERTIFICATE WHEN RETURNING THIS FORM\***  
**PLEASE READ AND SIGN ACCOUNT AGREEMENT ON REVERSE SIDE BEFORE RETURNING**  
**(over)**

**JAMES T. DUKE, INC. ACCOUNT AGREEMENT**  
**ACCOUNTS ISSUED BY JAMES T. DUKE, INC. ARE SUBJECT TO THE FOLLOWING TERMS:**

- \*1. An application must be submitted complete and signed by the principal and/or authorized agent of the firm before an account will be processed.
2. A delay in processing account will be incurred until the original signed application is reviewed.
3. Our Terms of Payment are as follows:

**OPEN PARTS ACCOUNT:** Net the 10<sup>th</sup> of the month following purchase.  
**REPAIR SERVICE:** Due upon completion of the repair, unless PRIOR charge has been in writing. If charge is arranged then the invoice is due net the 10<sup>th</sup> of the month following repair.  
**RENTAL:** Net the 10<sup>th</sup> of the month following purchase.  
**NEW EQUIPMENT:** Due upon delivery.  
**PAST DUE INVOICE:** Any invoice not paid within the above terms.  
**SERVICE CHARGES:** 1-1/2% per month or 18% per year on any past due invoices. The service charge in no way is considered an alternative to prompt payment. The service charge will be considered part of the invoice. The invoice will remain past due until the service charge on that invoice is paid.

**RETURNED PARTS:** When purchasing a part that is not needed you must return the part within three working days or there will be a restocking charge of 15%. Parts that are special ordered and not returnable to the manufacturer are **NON-RETURNABLE, NO PART MAY BE RETURNED AFTER SIXTY (60) DAYS.**

4. When a customer's account has been inactive for a period of TWELVE (12) MONTHS, James T. Duke Inc. may request a new application be submitted.
5. James T. Duke, Inc. will accept the customer's check for payment for merchandise and/or service on the following terms: All checks returned from the bank for NSF/Account Closed or any reason that said check was not honored may be considered fraud in the state of Colorado and shall be turned over to the courts for collection plus cost and expense for collecting the same. There will be a twenty dollar (\$20.00) charge on any returned check.
6. If a customer is exempt from paying Colorado Sales Tax, a signed and valid tax exemption certificate must be in our file. **OTHERWISE, WE MUST CHARGE SALES TAX UNTIL SUCH TIME AS THE CUSTOMER DELIVERS TO US A PROPERLY SIGNED CERTIFICATE.**
7. James T. Duke, Inc. **MUST BE ADVISED IN WRITING AS TO SPECIAL METHODS OF BILLING OR PURCHASING SUCH AS: PURCHASE ORDERS, SPECIAL SIGNATURES, DESIGNATED AUTHORIZATION TO PICK UP MATERIALS, ETC.**
8. Should a person decide to sell his/her firm, notification in writing shall be delivered to James T. Duke, Inc. via Certified U.S. Mail. Said notification shall state the names of the principals of the firm and request that the account be closed. In the event of failure to properly notify James T. Duke, Inc. in accordance with this section, Customer shall remain liable for all charges to its account until proper notice is given pursuant to this section.
9. If an account has any invoice past due, James T. Duke, Inc. may elect to terminate the account and all agreements.
10. In the event of a past due account, the customer agrees to pay any collection and court fees.
11. Failure to comply with any of the above terms and conditions may result in the termination of any and all agreements.
12. James T. Duke, Inc. reserves the right to waive any of these terms at its sole discretion.
13. The undersigned does state that he/she is the authorized agent of the firm and does agree to be jointly and severally bound by these terms and conditions.

**PLEASE SEND TO:**                   **JAMES T. DUKE INC.**  
  **989 S. CAMINO DEL RIO**  
  **DURANGO, CO 81301**

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DATE \_\_\_\_\_

Attached is our application for an account. I have read the above terms and condition and do agree to them. I am authorized by the following named firm to sign this agreement to establish an account in its name. I authorize James T. Duke, Inc. to seek any information required in setting up this account, including, but not limited to, credit check and background check.

COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY, STATE & ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_