



# CREDIT APPLICATION / AGREEMENT

1401 East Sixth Street  
Little Rock, Arkansas 72202  
501-372-2112 ♦ Fax 501-372-1001



PLEASE PRINT OR TYPE

Requested Credit Amount \_\_\_\_\_

BY: \_\_\_\_\_ No. of Years \_\_\_\_\_  
Name of Company or Individual

Bill to Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Ship to Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Owner's Email Address \_\_\_\_\_

***The following information must be completed in full and will be held in the strictest confidence.***

Have You Ever Applied for Credit Before with Darragh? No \_\_\_ Yes \_\_\_ If Yes, Under What Name? \_\_\_\_\_

**OWNERSHIP:**

LLC/Corp. \_\_\_ Partnership \_\_\_ Individually Owned \_\_\_ Incorporated Under the State Laws of \_\_\_\_\_

\_\_\_ Check if Incorporated Within the Last 12 Months? \_\_\_\_\_ Kind of Business \_\_\_\_\_

Contractor's License # \_\_\_\_\_

Name of Owner \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_ Residence Address \_\_\_\_\_

Name of Owner \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_ Residence Address \_\_\_\_\_

**FINANCE:**

Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_ Officer Handling Account \_\_\_\_\_

Address of Bank \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Telephone # \_\_\_\_\_

**OPEN ACCOUNT SUPPLIER REFERENCES:**

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_ Email Or Phone \_\_\_\_\_

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_ Email Or Phone \_\_\_\_\_

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_ Email Or Phone \_\_\_\_\_

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_ Email Or Phone \_\_\_\_\_

**BILLING INFORMATION**

Email: \_\_\_\_\_

Who to Contact on Billing Questions: \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Purchased Order/Job Name Required? \_\_\_ Resale Number (if used): \_\_\_\_\_ Statements/Invoices Should Be: Emailed \_\_\_ Mailed \_\_\_

*The undersigned certifies the above credit information is correct and authorizes and directs the above-indicated bank and business reference(s) to verify said information and give additional requested information to DARRAGH COMPANY upon request. The undersigned acknowledges that it has read and agrees to be bound to the terms on the reverse side of this agreement. A faxed copy of my signature can be considered the original.*

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE:**

Credit Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

## CREDIT TERMS AND CONDITIONS

The customer requests that **Darragh Company, Tool Central, Inc., and AR Rebar, Inc.** (Hereinafter collectively referred to as "**Darragh**"), sell, rent, service and/or repair goods and equipment on account in consideration of which the customer and **Darragh** agree as follows:

**Darragh** may agree to increase the amount of credit extended from time to time by merely allowing the customer increased credit to cover unpaid purchases. **Darragh** may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement or any payment is late by more than 10 days.

The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from **Darragh** and expressly disclaims any reliance upon any statements or representations made or to be made by **Darragh** regarding the sale, rental, or repair of any material or equipment. The customer also waives any liability from **Darragh** for any direct, special, or consequential damages that customer may suffer by reason of any equipment or materials sold or rented by **Darragh**. In the event of damage to any equipment the customer rents from **Darragh**, the customer shall be responsible for the repair or replacement of said property or parts to said property at the regular shop rates and parts charges of **Darragh**. In the event any rental equipment is damaged beyond repair, stolen, lost or not returned to **Darragh**, the customer shall be responsible for the market value of the property as determined by **Darragh**. In the event the customer rents any equipment, the customer shall obtain adequate insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to **Darragh**.

All invoices are payable within 30 days of the date of the invoice. **Darragh** will charge interest on the unpaid portion of any invoices which is 60 days past due at the highest rate permitted by law. Interest will be accrued from the date of the invoice.

If the customer fails to pay pursuant to the terms of this agreement and **Darragh** elects to take legal action to collect this account, the customer shall pay all costs incurred by **Darragh**, including, but not limited to: attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriffs fees, special process server fees, expert witness fees and bond costs. This agreement shall constitute a security agreement and the customer hereby grants a security interest to **Darragh** to secure all of customer's payment and performance obligations to **Darragh** in the following property of customer: presently owned and existing and hereafter acquired and arising: general intangibles, accounts, accounts receivable, contract rights, chattel paper, equipment, inventory, and all proceeds, substitutions, and replacements of the foregoing collateral and appoints any representative of **Darragh** as its attorney in fact to sign and file UCC-1 financing statements to perfect these security interests. This transaction shall be governed by the law of the State of Arkansas, and jurisdiction and venue for the hearing of any matter in dispute shall be with the Pulaski County Circuit Court of Arkansas.

The customer hereby authorizes any employee it sends to **Darragh** to deliver or pick up equipment or materials, for purchases, rental, or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by such signature to all terms of said documents. In the event the customer directs **Darragh** to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes **Darragh** to leave the material and equipment at the designated place of delivery and all risk of loss shall be upon the customer. Upon said delivery, the customer will be responsible for said material and equipment. **Darragh's** use of a purchase order number is for the customer's convenience and identification only. This agreement and **Darragh's** General Sales/Rental (leased Agreement supersedes any inconsistent provision in any purchase order. The absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or the right to possession of the items charged.

Customers not Corporation: If there is a change of ownership of the customer's business entity, the principal owner(s) will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of such change(s) via mail and returns any rental equipment. Personal liability shall continue for the account balance incurred before said notice is received and until all equipment is returned.

Customer agrees to inspect all equipment or material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and, (b) there are no visible defects in the equipment or material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the customer gives **Darragh** notice within three (3) days of delivery, the customer waives any claim he/she may have against **Darragh** for any deficiency or defect in said delivery, product, or repair and any objection he may have to the amount of the invoice.

Once the customer takes possession of material and equipment, the customer shall indemnify and hold **Darragh** harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify these Credit Terms and Conditions or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not affect the remaining valid portions thereof. **Darragh's** failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of the agreement.



## NEW PROJECT INFORMATION SHEET

<b>CUSTOMER</b>	<b>CUSTOMER:</b> _____ STREET ADDRESS: _____ CITY/STATE/ZIP: _____ PHONE: _____ FAX: _____ CONTACT PERSON/TITLE: _____ EMAIL: _____ PAYMENT BOND: COMPANY: _____ PHONE: _____ AGENT/ADDRESS: _____
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<b>PROJECT</b>	<b>PROJECT NAME:</b> _____ PROJECT LOCATION/STREET ADDRESS: _____ CITY/COUNTY/STATE: _____ PROJECT ARCHITECT/ENGINEER: _____ PROJECTED START DATE: _____ PROJECTED COMPLETION DATE: _____
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<b>PRODUCT SERVICE</b>	<b>DETAILED DESCRIPTION OF PRODUCTS AND SERVICES TO BE PROVIDED</b> _____ _____ WILL DARRAGH COMPANY BE THE SOLE SUPPLIER: Yes ___ No ___ ARE MULTIPLE PURCHASES OR DELIVERIES ANTICIPATED: Yes ___ No ___ REQUESTED DATE FOR FIRST DELIVERY: _____ LAST DATE FOR DELIVERY: _____
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<b>GENERAL CONTRACTOR</b>	<b>GENERAL CONTRACTOR:</b> _____ STREET ADDRESS: _____ CITY/STATE/ZIP: _____ PHONE: _____ FAX: _____ CONTACT PERSON/TITLE: _____ EMAIL: _____ PAYMENT BOND: _____ NUMBER: _____ AGENT/ADDRESS: _____
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<b>SUB CONTRACTOR</b>	<b>SUBCONTRACTOR:</b> _____ STREET ADDRESS: _____ CITY/STATE/ZIP: _____ PHONE: _____ FAX: _____ CONTACT PERSON/TITLE: _____ EMAIL: _____ PAYMENT BOND: _____ NUMBER: _____ AGENT/ADDRESS: _____
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<b>PROJECT OWNER</b>	<b>PROJECT OWNER:</b> _____ STREET ADDRESS: _____ CITY/STATE/ZIP: _____ PHONE: _____ FAX: _____ CONTACT PERSON/TITLE: _____ EMAIL: _____ PROJECT OWNERSHIP: COMPANY ___ INDIVIDUAL ___ GOVERNMENT { FEDERAL ___ STATE ___ LOCAL ___ } AGENCY PROJECT NUMBER: _____ PROPERTY TYPE: COMMERCIAL ___ RESIDENTIAL ___ * [SPECIAL]
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Authorized Signature	Print Name	Title	Date
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