



mtadistributors.com  
 555 Hickory Hills Boulevard • Whites Creek, TN 37189  
 800-264-0225 • 615-299-8777 • FAX 615-299-0464

## CREDIT APPLICATION

*In order to open an account with MTA, please fill out this Credit Application and the following Guaranty and Resale Certificate, have an owner or officer sign and fax each document, to 800-248-2774.*

### Section A

Company Name \_\_\_\_\_

d/b/a \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Date Business Started \_\_\_\_\_ Type of Business \_\_\_\_\_

E-mail \_\_\_\_\_ Desired Password \_\_\_\_\_ E-flyer?  Yes  No

Purchase Order Required? \_\_\_\_\_ Tax exempt? \_\_\_\_\_ \* If Yes complete the resale certificate.

Check one:  Sole Proprietorship  Partnership  Corporation - State: \_\_\_\_\_  
 LLC  Other: \_\_\_\_\_

### Section B – Please give us the following information for the officers, partners, or owners:

Name \_\_\_\_\_

Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name of Bank \_\_\_\_\_ Phone \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your Accounts Payable Supervisor \_\_\_\_\_

**Section C – Persons authorized to purchase for your account:**

		Receive Catalog	Billing Address	Shipping Address
Name _____	Title _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	Title _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	Title _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section D – Major Trade References:**

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contact \_\_\_\_\_ Fax \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contact \_\_\_\_\_ Fax \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contact \_\_\_\_\_ Fax \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contact \_\_\_\_\_ Fax \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The undersigned, on behalf of the Applicant, acknowledges the receipt of the returned goods policy of MTA Distributors, and agrees to pay all restocking fees as set forth in such policy.

The undersigned, on behalf of the Applicant, authorizes MTA Distributors to obtain such information, personal and business, as it may require from the bank and trade references given in the above application, which is furnished by the Applicant for the purpose of obtaining credit from MTA Distributors. The undersigned certifies that this application has been accurately completed and represents current data.

This application is made with the understanding and agreement that all charges will be due and payable within thirty (30) days from the date of each invoice, unless other terms are so noted thereon, and that a monthly service charge of one and one-half percent (1-1/2%) of the total amount of the invoice, plus accrued service charges, will be paid on account balances which are past due. In the event that the account becomes delinquent, the undersigned, on behalf of the Applicant, agrees to pay all attorneys fees and costs extended to effect collection of the account, including without limitation all such fees and costs incurred in appeals, in post-judgement collection efforts and in out-of-state collection efforts. In the event that suit is brought to collect this account, the undersigned, on behalf of the Applicant, agrees that it is subject to the jurisdiction of the state and federal courts within Tennessee, and that the venue of such suit shall lie in Davidson County, Tennessee.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_  
(needs to be an officer, partner or owner)

Printed Name of Signer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



mtadistributors.com
555 Hickory Hills Boulevard • Whites Creek, TN 37189
800-264-0225 • 615-299-8777 • FAX 615-299-0464

GUARANTY

MTA DISTRIBUTORS, LLC

Applicant Company Name - \_\_\_\_\_

For the purpose of inducing MTA Distributors, LLC ["MTA"] to lend money and to advance credit, to forebear in the initiation of suit to enforce the obligations of the company named above ["Customer"], and to renew and extend the obligations of Customer, the undersigned ["Guarantors"], jointly and severally, unconditionally guarantee the prompt and full payment to MTA when due of all present and future indebtedness and liabilities of Customer to MTA (including all principal, interest, attorneys' fees, late charges and other charges becoming due with respect to such indebtedness), and any and all renewals or extensions thereof or substitute for any of such indebtedness or liabilities. Should Customer for any reason fail to pay any such indebtedness or liability when due, Guarantors shall pay the same to MTA upon demand.

This is a continuing guaranty. The obligations of each of the Guarantors under this agreement and those of any other Guarantor or Guarantors who have guaranteed or who hereafter guarantee any indebtedness of Customer are and will be joint and several. MTA may release or settle with any one or more of the Guarantors at any time without affecting the continuing liability of the remaining Guarantor or Guarantors.

Renewals, extensions and substitutions of or for the indebtedness and liabilities of Customer guaranteed hereunder may be made by MTA upon such terms and conditions as MTA may see fit and may be made without further notice to or consent from Guarantors. Guarantors waive presentment, demand, protest, notice of protest and notice of dishonor of any note or other obligation guaranteed hereby. No extension of time or other indulgence granted by MTA to Customer will release or affect the obligations of Guarantors. MTA may from time to time take collateral to secure one or more of the obligations of Customer to it. MTA may, without notice to or consent from Guarantors, release any collateral now held or hereafter acquired or substitute other collateral, and no such action will release or diminish the obligations of Guarantors hereunder. MTA will have no duty to marshal security, to sue or otherwise to attempt collection from Customer or any other party, to take proceedings against any collateral it may have or any other property or to take any action of any sort prior to demanding and enforcing payment by Guarantors. The liability of Guarantors shall not be affected by the amount of credit extended to Customer, nor any change in the form of the indebtedness arising therefrom, by note or otherwise, nor by any extension or renewal thereof. This Guaranty shall not be affected by any change in form, merger, or reorganization of Customer.

All present and future indebtedness of Customer to Guarantors, or either of them, is subordinated to the indebtedness of Customer to MTA. Guarantors waive their rights of subrogation against Customer. Each of the Guarantors warrants and represents that they are solvent and able to pay their debts as they come due.

Guarantors shall pay to MTA all attorneys fees and expenses incurred by MTA in enforcing its rights under this Guaranty. To the extent permitted by law, Guarantors hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect. Guarantors waive the right to interpose any set off, counterclaim, or defense whatsoever which either or both of them might have to any suit by MTA arising out of or relating to this Guaranty.

Any provisions of this Guaranty prohibited by the law of the applicable jurisdiction shall be ineffective to the extent of such prohibition without invalidating any other provisions of this Guaranty. The rights and remedies of MTA under this Guaranty are cumulative and may be exercised singly or concurrently. The exercise of any one or more of them will not be a waiver of any other. No act, delay, omission or course of dealing between MTA and Customer or Guarantors, or any of them, will be a waiver of MTA's rights or remedies under this Guaranty, and no waiver, change, modification or discharge of this agreement or any obligation created hereby will be effective unless in writing signed by MTA. Any suit arising out of or in any way connected with this Guaranty shall be brought in the state or federal courts located in Davidson County, Tennessee, and Guarantors hereby submit to the jurisdiction of such courts. This Guaranty shall be governed and construed according to the laws of Tennessee.

All married individual Guarantors hereby bind both their separate and community estates.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

GUARANTOR

GUARANTOR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_
(Typed or printed)

Name: \_\_\_\_\_
(Typed or printed)

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_



mtadistributors.com
555 Hickory Hills Boulevard • Whites Creek, TN 37189
800-264-0225 • 615-299-8777 • FAX 615-299-0464

RESALE CERTIFICATE

\*This certificate is for tax exempt applications only

I hereby certify that the company below holds a valid Seller's Resale Permit # \_\_\_\_\_
for the state of \_\_\_\_\_ issued pursuant to the Sales and Use Tax law, that the company
below is engaged in the business of selling or renting equipment and that the tangible personal property
which the company below purchases from MTA Distributors will be resold or rented in the form of tangible
personal property; provided, however, that in the event any such property is used for any purpose other than
retention, demonstration or display while holding it for sale in the regular course of business, it is understood
that the company below is required by the Sales and Use Tax Law to report and pay tax, measured by the
purchase price of such property.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_
(needs to be an officer, partner, or owner)

Printed Name of Signer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please sign and fax the credit application form, resale certificate, and guaranty to 800-248-2774.