

American Carriers of Minnesota Application for Credit

| | | | |
|----------------------------|-------|----------------------------|----------|
| Company Name ("Applicant") | | Type of Business | |
| Current Address | | Phone () Fax () | |
| City | State | Zip | How Long |
| Billing Address | | | |
| City | State | Zip | |

Ownership : **Individual** **Partnership** **Corporation**
Owner/President/Partners

| | | |
|--------------|-------|-----|
| Name | Title | SS# |
| Home Address | | |
| Name | Title | SS# |
| Home Address | | |

Trade References (Must include a minimum of one motor carrier)

| Company Name | Contact | Address | City/State/Zip | Phone | Fax |
|--------------|---------|---------|----------------|-------|-----|
| | | | | | |
| | | | | | |
| | | | | | |

Bank References

| Name & Branch | Contact | Address | Account # | Phone # | Fax |
|---------------|---------|---------|-----------|---------|-----|
| | | | | | |
| | | | | | |
| | | | | | |

I certify that the above information is true and correct to the best of my knowledge, and, furthermore, I realize my obligation to inform American Carriers of any and all changes to the above information.

I have read the credit policy statement of American Carriers, as well as the Credit terms and conditions attached hereto and agree to those terms.

By signing this authorization, I authorize American Carriers to investigate credit and financial records, including banking records, and request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of credit with American Carriers.

Officer Signature/Title

Date

CREDIT TERMS AND CONDITIONS

This application, if accepted by American Carriers of Minnesota, Inc. ("American Carriers"), will constitute a binding agreement between the Applicant and American Carriers, pursuant to which American Carriers will extend credit to Applicant

1. The shipper, consignee and any third party bill to are jointly and severally liable for the payment of all charges owed to American Carriers. Accordingly, shipments where the shipper executes Section 7 of the bill of lading will not be accepted. If a shipment is inadvertently accepted with the Section 7 signed, the executed Section 7 will not be applicable and the shipper shall remain liable for all charges owed American Carriers.
2. Payment is due within 7 days of invoice date. American Carriers may charge interest at 1.5% per month on accounts over 30 days. Applicant must contest any invoice within 180 days of receipt of the invoice or any further right to do so shall be deemed waived.
3. In the event American Carriers retains legal counsel or other representation to collect the charges due from Applicant under the terms of this credit application, Applicant agrees to pay, in addition to any amounts otherwise due, all costs, expenses and reasonable attorneys' fee or representative fees' incurred by American Carriers in connection with its collection efforts. Any check returned for any reason, including but not limited to, due to insufficient funds, will be assessed a fee of \$75 and placed for collection.
4. Applicant understands and agrees credit will not be extended by American Carriers unless Applicant's account is current and the agreed credit line is not exceeded. American Carriers may cancel credit at any time and for any reason, without notice.
5. American Carriers shall have a general and continuing lien on any and all property of Applicant coming into American Carriers' actual or constructive possession or control for monies owed American Carriers by Applicant with regard to the shipment on which the lien is claimed, a prior shipment or shipments and/or both.
6. The terms of this credit application shall be governed by the laws of the State of Minnesota and in the event a dispute arises out of the terms of this credit application or in connection with the transportation services rendered by American Carriers, the Applicant stipulates and agrees to consent to the venue and jurisdiction of the state and/or federal courts of the State of Minnesota, which shall not be exclusive.
7. Failure of American Carriers to strictly enforce any of the terms contained herein shall not constitute a waiver of rights on subsequent breaches.
8. Applicant acknowledges and agrees that the representative executing this Credit Application has the authority to bind Applicant to the terms and conditions contained herein.

I, the undersigned on behalf of Applicant, understand and agree to these Credit terms and conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PERSONAL GUARANTEE

I, the undersigned, hereby agree to personally guarantee all amounts owed to American Carriers hereunder and as a result of the services performed by American Carriers.

Signature

Printed Name

**American Carriers of Minnesota
Accounts Payable Information**

To: Accounts Payable/ Accounting Department

Your Company

From: _____
Your Name

AP Contact: _____

Phone: _____

Fax: _____

Email: _____

On this date I have confirmed to American Carriers that the correct location for billing freight charges to us is:

The following special requirements and/or attachments must be included on or with the American Carriers freight bill.

Credit Limit Requested \$ _____

Signed: _____ Date: _____
(Authorized Agent)

(All transportation services provided by American Carriers are subject to American Carriers' Credit Subject to the Credit Terms and Conditions.)