



ONE CALL, WE STAFF ALL - SINCE 1956!
1908 Chicago Ave. S, Minneapolis, MN 55404
Bus: (612) 871-2505 Web: www.aaalabor.com

CUSTOMER CREDIT APPLICATION

Please complete all sections

Revised 1/14/2009

DATE

CUSTOMER NUMBER
(For office use only)

BILL TO

SHIP TO

BUSINESS NAME (LEGAL OWNERS/APPLICANT)		NAME OF ACCOUNT		STORE NUMBER
TRADE NAME (D.B.A.)		ADDRESS		
ADDRESS		CITY	COUNTY	STATE ZIP CODE
CITY	STATE	ZIP CODE	PHONE NUMBER () -	
PHONE NUMBER () -		FAX NUMBER () -		
FAX NUMBER () -				

BUSINESS INFORMATION

TYPE OF BUSINESS:
 SOLE PROPRIETORSHIP CORPORATION (State: _____) FRANCHISE OF _____
 PARTNERSHIP L.L.C OR L.C. LIMITED PARTNERSHIP

PARENT CORPORATION (If Subsidiary, Affiliate, or Division)	BUILDING/FACILITIES <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED <input type="checkbox"/> HOME-BASED	HOW LONG AT PRESENT LOCATION?
NAME AND TITLE OF ACCOUNTS PAYABLE CONTACT PERSON		PHONE NUMBER OF ACCOUNTS PAYABLE CONTACT PERSON () -
FEDERAL TAX IDENTIFICATION NUMBER	DATE BUSINESS STARTED	ANNUAL SALES
NAME OF MORTGAGE HOLDER/LESSOR		PHONE NUMBER OF MORTGAGE HOLDER/LESSOR () -
PREVIOUS CUSTOMER Y N CUSTOMER #	SIC or NAICS code:	NUMBER OF LOCATIONS

JOB DUTES FOR EMPLOYEE – MUST BE COMPLETED

PRINCIPAL (OFFICERS OR PARTNERS) – MUST BE COMPLETED

JOB DUTES REQUIRED OF EMPLOYEE	NAME	TITLE
	HOME ADDRESS	
	CITY	STATE ZIP
	HOME PHONE NUMBER () -	SOCIAL SECURITY NUMBER
	DRIVER'S LICENSE NUMBER	
	MAJOR CREDIT CARD AND NUMBER	EXPIRATION DATE

TRADE REFERENCES

COMPLETE NAME/ACCOUNT NUMBER	COMPLETE STREET ADDRESS, CITY & ZIP	PHONE ()
		()
		()

BANK REFERENCE

FOR AAA LABOR USE ONLY

BANK NAME	DATE RECEIVED	DATE APPROVED
ADDRESS	TERMS REQUESTED	TERMS APPROVED
CITY STATE ZIP CODE	LOCATION ADDRESS	SALES PERSON
ACCOUNT NO. <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOAN	<input type="checkbox"/> SALES TAX FORMS <input type="checkbox"/> BANK REFERENCE LETTER	
BANK CONTACT NAME PHONE () -	<input type="checkbox"/> FINANCIAL STATEMENT <input type="checkbox"/> DELIVERY INFORMATION	

Customer Credit Application - Terms and Conditions Agreement

The undersigned applicant, a customer or prospective customer ("Customer") agrees that all purchases made by the Customer from SJ Zimmer, Inc. DBA. ("AAA LABOR") or any of its subsidiaries or affiliated entities are subject to the following terms and conditions of sale:

- (1) The Customer hereby authorizes AAA LABOR to make whatever credit investigation it deems necessary in order to grant credit based on the information contained herein.
- (2) The Customer represents and warrants that all information furnished herein, and/or to be furnished in the future, is true, complete, and correct in all material respects.
- (3) In the event that AAA LABOR extends credit to the Customer, the terms of sale, repayment, and credit extended shall be governed by these terms and conditions and such additional terms and conditions as are set forth on the invoice covering each sale giving rise to a credit obligation.
- (4) Failure of the Customer to make any payment required when due shall result in AAA LABOR having the right to declare the entire unpaid balance of the Customer's account immediately due and payable and the Customer agrees to pay all costs of collection including reasonable attorneys fees incurred or paid by AAA LABOR.
- (5) An interest charge calculated at the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by state law may be added to all invoices which are not paid when due, which shall be considered an extension of credit for purposes of this credit application.
- (6) At 15 days from the invoice date or 15 days from the due date, whichever comes later, AAA LABOR reserves the right to transfer any unpaid balance to the Customer credit card on file.
- (7) The Customer agrees that all indebtedness to AAA LABOR for purchases and any credit extended to Customer in respect thereof shall be governed by the laws of the State of Minnesota, Customer and the principals of Customer set forth herein, irrevocably consents to the personal jurisdiction of the Federal and State Courts located in the State of Minnesota, and agrees that any litigation or other proceeding relating thereto shall be venued in either the State or Federal courts in the State of Minnesota.
- (8) Any reproduction of this Customer Credit Application by reliable means will be considered an original.
- (9) Customer shall pay AAA LABOR a service charge in an amount equal to the greater of \$40.00 or 5% of the check balance (and adjusted downward to such lower dollar amount which may be required by applicable law or regulation, if any) for all checks returned by Customer's bank.
- (10) If Customer does not pay any amounts due AAA LABOR as and when due or if Customer stops doing business with AAA LABOR for any reason, or if Customer substantially reduces the volume of its business with AAA LABOR, then immediately upon AAA LABOR's request.
- (11) **LIMITATION OF LIABILITY.** AAA LABOR and Customer agree that neither party shall in any event be liable to the other party or its respective subsidiaries, affiliates, franchisees or operators for any type of consequential or punitive damages (such as, but not limited to, loss of anticipated profits or business opportunity).
- (12) If Customer is a franchisee/licensee, Customer's franchisor/licensor may derive revenue or other material consideration as a result of Customer's purchases from AAA LABOR. Therefore, the price for the products sold by AAA LABOR to Customer may include rebates, allowances, mark-ups or credits that are paid by AAA LABOR to Customer's franchisor/licensor in amounts determined by Customer's franchisor/licensor, which may not be shown on AAA LABOR's invoice(s).

"CUSTOMER"

DATE _____ (TYPE OR PRINT NAME OF CUSTOMER) _____

WITNESS OR SALES REPRESENTATIVE OF AAA LABOR **X** _____ (SIGNATURE)

PRINTED NAME: _____ PRINTED NAME: _____

Individual Personal Guaranty

I/We, _____ Guarantor Name(s) (hereinafter individually and collectively referred to as the "Guarantor"), in consideration of the above terms and conditions and extension of credit granted by AAA LABOR 1908 Chicago Ave. S, City of Minneapolis, State of Minnesota to _____ ("Customer" Name), the "Customer" identified in the above Customer Credit Application, hereby jointly and severally, individually and collectively, irrevocably, absolutely, and unconditionally without any right of deduction, set-off or otherwise, at all times, guaranty and agree to fully and promptly pay when due (including any acceleration thereof), as primary obligor all amounts payable at any time, by Customer to AAA LABOR (the "indebtedness"), whether said indebtedness now exists, or is incurred hereafter, and whether for goods or services or in the form of notes, bills, open account or any said indebtedness is in any other form. This Guaranty shall be an open and continuing guaranty and shall continue in full force and effect notwithstanding any change in the amount or form of indebtedness, or any renewals or extensions granted by AAA LABOR or any amendments, modifications or other changes in the underlying agreements between AAA LABOR and Customer, any and/or all of which shall not require any consent from or prior notice to the Guarantor. This Guaranty shall remain in full force and effect until expressly revoked by not less than 30 days' written notice from the Guarantor to AAA LABOR, provided, however, that any such revocation shall not in any manner affect the liability of the Guarantor as to any indebtedness arising prior to the effective date of notice of revocation.

The Guarantor expressly waives notice of acceptance of this Guaranty notice of any liability to which it may apply, presentment for payment, demand for payment, notice of nonpayment, notice of default or any other form or requirement of notice.

The Guarantor hereby agrees to pay all costs of collection, including attorney's fees, incurred or paid by AAA LABOR, in pursuing, protecting, enforcing, or exercising its interests, rights, or remedies, against the Customer and Guarantor.

This Guaranty shall in no way whatsoever preclude or otherwise affect any of the rights of AAA LABOR against the Customer, but AAA LABOR shall have no obligation whatsoever to enforce its rights or pursue its remedies against the Customer in the event of any default or breach of any agreement Customer may have with AAA LABOR. AAA LABOR may demand payment directly from the Guarantor without any obligation to demand payment from the Customer and/or without pursuing or exhausting any remedies against the Customer.

This Guaranty shall inure to the benefit of AAA LABOR, its successors and assigns, and shall bind the Guarantor, its heirs, representatives, successors and assigns.

This Guaranty shall be construed under and governed by the substantive laws of the State of Minnesota. The Guarantor irrevocably consents to the personal jurisdiction of the Federal and State courts located in the State of Minnesota, waives any argument that such a forum is not convenient, and agrees that any litigation or other proceedings relating to this Guaranty shall be venued in either the State or Federal courts in the State of Minnesota.

The undersigned personal Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal Guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned Guarantor, by the above AAA LABOR, the above named business credit grantor, from time to time as may be needed, in the current and any future credit evaluation process applicable to the Customer and the Guarantor in connection herewith.

IN WITNESS WHEREOF, each *undersigned* Guarantor has executed the Guaranty as of the date and year set forth below.

Dated _____	X _____	Guarantor	_____	Social Security Number
Dated _____	X _____	Guarantor	_____	Social Security Number
Dated _____	X _____	Witness	_____	Witness (Print or Type Name)