



5450 Complex St. #308
San Diego, CA 92123
www.goamrad.com

Office: 619.239.5020
grohde@goamrad.com

***RETURN DOCUMENTS TO ACCOUNTING@GOAMRAD.COM**

New Customer Application with References

APPLICANT'S NAME AND ADDRESS

Business Name _____ Phone _____

Street Address _____

City, State, Zip _____

Website _____ Tax Exempt? Yes No
(If yes, provide certificate)

Requested Credit Line _____ *If more than \$10,000 is requested, please forward a copy of your most recent financial statement.*

GENERAL INFORMATION

Nature of Business _____

Proprietorship Partnership Corporation Years in Business _____

of Employees _____ Duns # _____

If incorporated, Date _____ State _____

EIN # _____ Contractor License # _____

Principal Contact Name _____

Principal Email Address _____

Accounts Payable Contact Name _____

Accounts Payable Email Address _____

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PERSONAL INFORMATION ON OFFICERS, PARTNERS, PROPRIETOR

Name _____ Title _____

Home Address _____

Mobile Number _____ Email _____

Name _____ Title _____

Home Address _____

Mobile Number _____ Email _____

TRADE REFERENCES

Supplier Name _____ Acct # _____

Contact Name _____ Phone _____

Email Address _____

Supplier Name _____ Acct # _____

Contact Name _____ Phone _____

Email Address _____

Supplier Name _____ Acct # _____

Contact Name _____ Phone _____

Email Address _____

COMPANY BANK REFERENCE

Name of Bank/Address _____

Acct. No. _____ Telephone _____

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- Applicant authorizes consent to allow verification of information supplied by the applicant and, to obtain credit reports and conduct credit investigation, including bank and financial institution information.
- Applicant certifies and warrants that the above information is true and correct and unconditionally guarantees all obligations incurred by Applicant and further promises to pay reasonable attorney's fees and expenses which may be incurred in collection of this account. This is a continuing guarantee.
- **Please be aware that prepayment is required for rental orders**
- **Please provide American Radio with a current COI listing Twotree Inc., dba American Radio as additional insured. 5450 Complex St. #308, San Diego, CA. 92123**
- **Please provide a current W9**

Once all required documentation is received, we can complete the set up process in our system. Please complete this application in its entirety. Any missing information, or required documentation will cause a delay in the set up process.

	Date	
Applicant's Signature (Must be Officer, Owner or Partner)		
	Title	
Applicant's Printed Name		

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EQUIPMENT SALES

STANDARD TERMS AND CONDITIONS

TWOTREE Inc., DBA AMERICAN RADIO (“Seller”) and the customer named on the attached pages (“Buyer”) agree to the following terms and conditions for the sale of certain equipment described on the attached pages (“Equipment”):

1. **CONTRACT AND ACCEPTANCE:** These terms and conditions (“Terms”) together with the attached pages of an Estimate (also referred to as a Quote) or an Invoice form a complete agreement when accepted by the Customer. Customer’s acceptance is demonstrated by Customer’s valid signature, acceptance of the Equipment, or payment of all or part of the sale. Seller hereby expressly rejects any counter-offer of terms and conditions from Customer. These Terms and the attached pages of the Estimate or Invoice form the entire agreement and understanding between the parties related to the subject matter hereof which supersedes any and all prior agreements and understandings, oral or written. This agreement may not be modified except in a writing signed by both parties.
2. **TERM OF SALE; RETURN OF EQUIPMENT.** The sale commences upon possession of the Equipment by Buyer, or shipping to Buyer, whichever comes first, and the term of the sale is stated on the attached Estimate or Invoice. If no term is stated, Seller may terminate the sale and demand return of the Equipment at any time in its sole discretion. Upon termination of the sale, Buyer shall return all Equipment, at its sole cost and risk, to Seller’s place of business. If Equipment is not returned upon termination, Buyer may be charged as a penalty an overdue rental rate of two times (2X) the agreed rate until Equipment is returned.
3. **RATE; PAYMENT.** The sale and payment terms are stated on the attached pages. If no payment terms are stated, payment of the outstanding balance is due thirty (30) days following each monthly anniversary of the commencement of the sale. Buyer agrees to pay a late payment charge at the rate of 2% per month on all amounts more than one (1) month past due. If payments from Buyer are overdue, Seller has the right to terminate the sale.
4. **TRANSFER OF TITLE.** This is a sale, and Buyer understands and agrees the Equipment is the property of Buyer.
5. **INITIAL INSPECTION.** Upon possession, Buyer shall inspect and test the Equipment and shall promptly inform Seller of any defect in condition or performance. Otherwise, Buyer agrees the Equipment shall be deemed delivered in good condition.
6. **LOSS OR DAMAGE.** Buyer assumes all risk of loss or theft of the Equipment, and bears responsibility for damage caused by its own negligence or intentional abuse or improper care or use.
7. **PROPER USE ONLY.** Equipment shall only be used by Buyer in a careful, proper, and safe manner and in accordance with all laws, rules, and regulations (including FCC regulations). Equipment may not be (a) loaned or sub-leased to third parties, or (b) taken outside the United States without the prior express written permission of Seller.
8. **WARRANTIES, LIMITATION OF LIABILITY; INDEMNITY.** Buyer agrees that Seller shall not otherwise be liable to Buyer for, and hereby releases Seller from, any losses, expenses, or damages (direct, indirect, or consequential) of any kind or nature caused by or resulting from the Equipment or any inadequacy thereof for any purpose or any deficiency or defect therein, or by Seller’s failure to perform. Buyer agrees to indemnify, defend and hold Seller harmless against (a) any third-party claims, suits, or actions made or brought against Seller resulting in any manner from the lease of or use of the Equipment by Buyer, and (b) Seller’s damages or expenses resulting from Buyer’s unlawful use of the Equipment.
9. **CONTROLLING LAW AND VENUE.** The terms of this agreement shall be interpreted in accordance with the laws of the State of California. Buyer agrees that venue for any action to enforce this agreement may lie, at Seller’s option, in the state or federal courts with jurisdiction over Seller’s place of business in San Diego, California, and agrees to waive all defenses of *forum non conveniens* or similar. Buyer shall reimburse Seller for all costs of enforcement of this agreement.

Buyer Signature: _____

Date: _____

Buyer Printed Name: _____