



### CREDIT APPLICATION

Madison  
(800)362-7370

Waukesha  
(800)472-1022

WI Rapids  
(800)522-5661

Wausau  
(800)221-5760

Kaukauna  
(800)233-9122

Please check (✓) location for which you are applying

**Customer warrants that the following information is accurate and complete:**

We request a credit account with Badger Utility, Inc. for average monthly purchases of \$ \_\_\_\_\_ and offer the following:

Name of Customer _____	EIN/SSN _____
Trade Name _____	
Mailing Address _____	City _____ State ____ Zip _____
Shipping Address _____	City _____ State ____ Zip _____
Phone Number _____	Fax Number _____
Contact Person _____	Position _____

### GENERAL INFORMATION

Proprietorship    Partnership    Limited Partnership    Corporation    Limited Liability Company  
 Other Entity \_\_\_\_\_

Organized under state laws of \_\_\_\_\_

Date of Organization \_\_\_\_\_

Name and Address of Parent Company or Franchiser \_\_\_\_\_

Previous Customer?  Yes  No

Under What Name \_\_\_\_\_ Address \_\_\_\_\_

Mortgagee \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_(\_\_\_\_)\_\_\_\_\_ Fax \_(\_\_\_\_)\_\_\_\_\_

Secured Party \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_(\_\_\_\_)\_\_\_\_\_ Fax \_(\_\_\_\_)\_\_\_\_\_

Lessor \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_(\_\_\_\_)\_\_\_\_\_ Fax \_(\_\_\_\_)\_\_\_\_\_

**Owners and Officers:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Do you require purchase orders?  Yes  No      Gross Monthly Revenue \_\_\_\_\_

Kind of Monthly Revenue \_\_\_\_\_      Net Monthly Revenue \_\_\_\_\_

**CREDIT REFERENCES**

**TRADE:**

Name _____	Address _____
Contact _____	Phone _(____)_____ Fax _(____)_____
Name _____	Address _____
Contact _____	Phone _(____)_____ Fax _(____)_____
Name _____	Address _____
Contact _____	Phone _(____)_____ Fax _(____)_____

**BANK:**

Name _____	Address _____
Contact _____	Phone _(____)_____ Fax _(____)_____
Account Number _____	
Name _____	Address _____
Contact _____	Phone _(____)_____ Fax _(____)_____
Account Number _____	

## TERMS OF SALE

All purchases from Badger Utility, Inc. shall be subject to the following terms and agreement:

1. The customer will be charged the applicable sales tax on all purchases unless Customer submits a valid resale certificate or other proof of exemption, which will be treated as part of this credit application.
2. All amounts due for goods and services purchased from Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
3. Supplier may cancel any extension of credit and/or discontinue deliveries at any time.
4. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason, and Customer shall make payment without offset or deduction.
5. If any amount due Supplier is not paid when due, a finance charge of one and one half percent (1.5%) per month of the balance (which finance charge equals eighteen percent [18%] per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
6. Except for express warranties that Supplier may put in its invoice(s), Supplier makes no warranty about its goods and services, and customer buys them "as is." In no event shall Supplier be liable for lost profits or consequential damages.
7. All sales to customer are final. Customer must obtain Supplier's written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
8. All transactions arising under this Agreement shall be governed by the laws of Wisconsin. Customer hereby consents to personal jurisdiction by the Court of the State of Wisconsin over Customer. At Supplier's option, venue of any action to enforce this Agreement shall be either in the county where Supplier's branch supplying the Customer is located, Supplier is headquartered, or where Customer's business is located.
9. In the event the account becomes delinquent, Customer shall pay all of Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
10. The customer authorizes Supplier to inquire into and obtain from any bank, lending institution, credit reference, or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition.
11. The Customer shall notify Supplier in writing at least thirty (30) days prior to any change of ownership of the Customer, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notification not be given. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Supplier's sole discretion.
12. This Agreement is the entire agreement between the parties concerning Customer's purchases from Supplier, and all prior contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights granted hereunder shall be in writing, and signed by the parties. All of Customer's purchases from Supplier shall be subject to this Agreement and to the terms of Supplier's invoices, sales confirmations, statements, and its other account documents, and subject to the terms of no other form or document, including Customer's purchase order. If there is any conflict between the terms of this Agreement, on the one hand, and the terms of Supplier's invoices, sales confirmations, statements, or its other documents, on the other hand, then the terms of this Agreement shall control. Subject to any restriction or transfer, this Agreement shall bind and benefit the heirs, successors, and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this Agreement.

\_\_\_\_\_  
Legal Name of Customer

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## PERSONAL GUARANTY

The undersigned hereby personally and unconditionally guarantees payment and performance of all obligations of the Customer to Supplier (including, but not limited to, all interest, attorney's fees, and charges) and do hereby agree to pay Supplier on demand any sums which may become due Supplier from the Customer, whether or not demand has been made on the Customer; and Supplier may proceed first to enforce its rights against the undersigned without proceeding with or exhausting any other remedy it may have. This guaranty shall be continuing and irrevocable for such indebtedness of the Customer to Supplier as presently exists or may hereafter accrue. The undersigned do hereby waive all suretyship defenses, including, but not limited to, all notices and demands of any kind, including notice of default or nonpayment or deferred for payment, and the undersigned do hereby consent to any modification or renewal of the above purchase agreement or any release or modification of security thereunder. The undersigned authorizes Supplier to inquire into and obtain from any bank, lending institution, credit reference, or credit reporting agency any and all information relating to the undersigned's creditworthiness or financial condition. Additionally, the undersigned agree to pay, in the event the account becomes delinquent, Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not. The undersigned also agree that the venue of any action against them will at the option of Supplier be either in the courts of the state and county where Supplier branch that supplies the Customer is located, where Supplier is headquartered, or where the Customer's business is located. The undersigned also agree to be joined as additional parties to any arbitration convened under any arbitration agreement between Customer and Supplier. This guaranty is the entire agreement between the parties concerning the subject matter hereof; and all prior and contemporaneous agreements are merged herein. All amendments hereto and the waiver of any rights granted hereunder shall be in writing, signed by the parties. This guaranty shall be governed by the laws of Wisconsin. If an arbitrator or court with jurisdiction determines that any term of this guaranty is unenforceable, the other terms shall remain in full force and effect. This guaranty shall bind and benefit the heirs, successors, and assigns of the parties. If there is more than one guarantor, their liability shall be joint and several.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Please print/type name

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Please print/type name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Please print/type name

### CREDIT DEPARTMENT USE ONLY

Credit Approved    Maximum Amount \_\_\_\_\_     Credit Refused    Reason \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_    Date \_\_\_\_\_