RETURN TO: Credit Department FAX: 440-838-7427 PHONE: 440-838-7477

Ohio CAT

APPLICATION FOR CREDIT & FINANCING

DATE: _____

GENERAL INFORMATION: ***Please print or type*** Existing Customer ☐

Applicant Name _____ Trade Name (if different)_____

Physical Address _____
City State Zip County

Billing Address _____
City State Zip County

Business # ( )_____-_____ Mobile/Pager # ( )_____-_____ Fax# ( )_____-_____ Email Addr. _____

Contact Name_____ Title_____ # Employees _____

Description of Business _____ Business Start Date _____Time as Current Owner _____

Type of Business: ☐ Sole Proprietorship ☐ Corporation ☐ General Partnership ☐ L.L.C. ☐ Other: _____

Has the business or principal ever declared bankruptcy? ☐ Yes ☐ No Are there any outstanding liens or judgments? ☐ Yes ☐ No
If yes, date filed _____

Federal ID Number _____ Tax Exempt? ☐ Yes ☐ No *if yes, please attach copy of exemption certificate*

Bonding Company _____ Contact Name _____ Phone # _____

Forester Company _____ Contact Name _____ Phone # _____

Insurance Company _____ Contact Name _____ Phone # _____

FINANCIAL INFORMATION:

BANK/FINANCE CO. REFERENCE: **Checking:** **Savings:** **Loan:**
Acct. # Contact Phone # *(Please provide current balances.)*

(1) _____ ☐ $_____ ☐ $_____ ☐ $_____

(2) _____ ☐ $_____ ☐ $_____ ☐ $_____

TRADE REFERENCES: Address *(include City, State & Zip)* Telephone # Account #

1) _____

2) _____

EQUIPMENT INFORMATION: Dealer: Ohio CAT Salesman

Amount to be Financed $ _____ Equipment Description: _____

LOSS DAMAGE WAIVER COVERAGE WILL AUTOMATICALLY BE CHARGED TO YOU UNLESS YOU PROVIDE PROOF OF INSURANCE AT TIME OF RENTAL. _____
Signature

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/PARTNER

BY: _____ TITLE:_____ DATE: _____

BY: _____ TITLE:_____ DATE: _____

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS: *attach additional sheets, if necessary*

Name & Title _____*SS#* _____ *Signature*_____

Home Address & Phone No. _____ % of Ownership 0.00%

Net Worth $ _____ Annual Income $_____ Monthly Housing Payment _____

Name & Title _____*SS#* _____ *Signature*_____

Home Address & Phone No. _____ % of Ownership 0.00%

Net Worth $ _____ Annual Income $_____ Monthly Housing Payment _____

NOTICE: Applicant and each other person signing above warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to Caterpillar Financial Services, Ohio CAT and/or any party which may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks,credit bureaus and other creditors, all of which being hereby authorized to release any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other. NOTICE: If your application for business is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the lender or the Corporate Credit Manager, 3322 West End Avenue, Nashville, TN 37203 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency administers compliance with this law concerning this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

CREDIT AMOUNT REQUESTED: $ _____

(The terms and conditions apply to all obligations which exceed the credit amount requested either individually or cumulatively)

OPEN ACCOUNT AND SECURITY AGREEMENT FOR OHIO MACHINERY CO.

(OHIO CAT, OHIO CAT POWER SYSTEMS AND THE CAT RENTAL STORE, Div. of Ohio Machinery Co.)

The "Customer" as indicated on the reverse side desires to purchase goods and services from Ohio Machinery Co., (OHIO CAT, OHIO Power Systems, OHIO Rental Services and The Cat Rental Store, div. of Ohio Machinery Co.) (OHIO), on open account and agrees in consideration of the credit extended by OHIO to Customer to be bound by the following terms and conditions. Neither OHIO nor the Customer shall have any obligation to sell or purchase goods and services pursuant to these conditions.

OHIO agrees to mail the Customer at the address set forth on the reverse side hereof invoices for each purchase, and unless OHIO is notified in writing of any error therein prior to the due date on the invoice, it shall be deemed to be correct and accepted as rendered. The Customer specifically agrees to pay OHIO the amount due as shown on the invoice within the terms stated on the invoice and any part not then paid will become delinquent. The Customer agrees to pay a DELINQUENCY CHARGE computed by the periodic rate of 2% per month, which is an ANNUAL PERCENTAGE RATE OF 24%, both before and after judgment, and further agrees to pay all costs, including collection and/or attorney fees in the amount of 1/3 of the total balance due, if this account is placed for collection, whether suit is filed or not. Customer agrees that this account will be used only for commercial or business purposes and not for primarily personal, family or household transactions. Customer expressly agrees to submit to personal jurisdiction in Ohio and agrees that the venue for any litigation pursuant to this Agreement or any other contract between OHIO and Customer, whether OHIO or Customer brings suit, shall be the County of Cuyahoga, Ohio. This Agreement shall be governed by and construed in accordance with the laws of Ohio.

Customer further agrees to pay all amounts due under this Agreement until OHIO has received written notice closing this account, mailed U.S. Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor or materials supplied.

To secure payment of Customer's indebtedness to OHIO now existing or hereafter arising, and the performance of all obligations of Customer hereunder, Customer hereby grants to OHIO a continuing security interest in any and all personal property assets of Customer, now owned or leased or hereafter acquired or leased, (including insurance proceeds whether or not OHIO is the loss payee hereunder). Customer represents and warrants to OHIO that (a) Customer has the power to make, deliver and perform under this Agreement; (b) the person executing and delivering this Agreement is authorized to do so on behalf of Customer; (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; and (d) all credit, financial and other information submitted to OHIO in connection with this Agreement is and shall be true, correct and complete.

OHIO may cease providing any and all labor, materials, repairs, rentals, fabrication and manufacturing or cease rendering any obligations it may have under any and all agreements, without notice to the Customer, if in its sole discretion it determines that Customer is in breach of this Agreement or any other financial obligations with OHIO, or OHIO has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that OHIO shall not, in any event, be held responsible for any damage related to OHIO's enforcement of these terms and conditions or due to any delays in the supply of any labor, materials or equipment. Customer agrees to pay a reasonable storage fee if materials are stored on OHIO's yard more than 30 days.

Applicant(s):

By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

PERSONAL GUARANTEE OF CORPORATE ACCOUNTS

If the credit account applied for is a corporate account the individual signing below on behalf of the corporation also by such signature personally and unconditionally guarantees to Ohio Machinery Co. the prompt payment when due of every claim which may now exist or may hereafter arise in favor of Ohio Machinery Co. against the corporation upon any account, written or oral contract, or note or miscellaneous obligation between Ohio Machinery Co. and the corporation. This is a continuing guarantee and shall remain in full force and effect until revoked by the undersigned by notice in writing to Ohio Machinery Co., but such revocation shall be effective only as to claims of Ohio Machinery Co. that arise out of transactions entered into after its receipt of such notice by U.S. Certified Mail Receipt Requested. The undersigned hereby consents to, and waives notice of, the renewal and/or extension of time for payment of claims guaranteed by this instrument, and the obligations and the undersigned under this instrument shall be affected thereby, nor shall the obligations of the undersigned be affected by the release or surrender by Ohio Machinery Co. of any other security held by it for any claim hereby guaranteed.

_____

GUARANTOR

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