

CASHMAN**APPLICATION FOR CREDIT**

3300 St Rose Pkwy, Henderson NV 89052

Phone: (800) 937-2326 ext 4603

Credit Dept Fax: (702) 633-4695

**Cat® AccessAccount**

ALL new applications for a line of credit at Cashman Equipment will be facilitated through Caterpillar's CAT Access dealer line of credit unless otherwise indicated here in 1. For info regarding the line of credit see caterpillaraccessaccount.com

GENERAL INFORMATION

Applicant Name _____ Trade Name (if different) _____

Physical Address _____
 _____ City _____ State _____ Zip _____ County _____

Billing Address _____
 _____ City _____ State _____ Zip _____ County _____

Business # () _____ Cell # () _____ Fax # () _____ Business Start Date _____

Business Contact _____ Title _____ Phone # () _____ Email _____

Billing Contact _____ Title _____ Phone # () _____ Email _____

Description of Business _____ Invoice Method:
 Regular Mail Email _____

Type of Business Sole Proprietorship Corporation General Partnership LLC Other

Prime Authorized Users:
 Name _____ Name _____ Name _____

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

Federal ID Number _____ Sales Tax Exempt? Yes No Number of Employees _____ Requested Limit _____
If yes, please attach copy of exemption certificate

Bonding Company _____ Contact Name _____ Phone # () _____

Insurance Company _____ Contact Name _____ Phone # () _____

When renting/leasing please provide us with an insurance certificate adhering to Cashman's Insurance requirements. If unavailable, you will be assessed an equipment surcharge.

FINANCIAL INFORMATION

Bank / Finance Co Reference: Current balances

(1)	Checking: <input type="checkbox"/>	Savings: <input type="checkbox"/>	Loan: <input type="checkbox"/>
(2)	Checking: <input type="checkbox"/>	Savings: <input type="checkbox"/>	Loan: <input type="checkbox"/>

Trade References

(1)	Contact	Address	Phone # ()	Acct
(2)				

INFORMATION ON OWNER / PRINCIPALS / GUARANTORS

The undersigned provides instruction to us, our designees, and/or assignees, authorizing review of his/her personal credit profile and periodic review in connection with credit extended.

Name/Title (1) _____ Birthdate _____ SSN# _____
 Home Address _____ Phone # () _____ Percent of Ownership _____ Time as Owner _____
 Net Worth \$ _____ Annual Income \$ _____ Monthly House Payments \$ _____ Signature _____ ←

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 Home Address _____ Phone # () _____ Percent of Ownership _____ Time as Owner _____
 Net Worth \$ _____ Annual Income \$ _____ Monthly House Payments \$ _____ Signature _____ ←

OPEN ACCOUNT TERMS AND CONDITIONS

Applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "APPLICANT") acknowledge that in the event this Application for Business Credit is accepted and approved by CASHMAN EQUIPMENT COMPANY and affiliates (hereinafter collectively referred to as CECO), a credit account will be opened in the name of Applicant. APPLICANT agrees to each and every term and condition set forth below in consideration of the opening of a credit account by CECO. Applicant and each other person signing this application warrants and represents that the information given on this application is complete and accurate, and is provided for the purpose of obtaining credit in an amount set by our credit policies and procedures. Applicant authorizes CASHMAN EQUIPMENT (CECO), Caterpillar, Inc, Caterpillar Financial Services Corporation (CFSC) and/or Caterpillar AccessAccount Corporation (CAA) and / or assignees or designees, (these entities referred to as "we" "us" or "our") to obtain from banks, credit bureaus, trade references and other creditors and requests each of the aforementioned to advise us of its credit experience with, and to express an opinion as to the credit record of Applicant or other such person as such party may deem appropriate and release any credit information, including but not limited to Applicant's balance sheet, cash flow statement, and income statement to us, which we may share among ourselves. Further, Applicant and each other person signing below on behalf of Applicant and / or as Guarantor (defined below), agrees that we may obtain personal and/or business credit reports with respect to Applicant and each such person, in assisting in making a credit decision, in connection with the continuation of the credit provided herein, or pursuant to a subsequent application or request, reviewing applicant's account, or assisting in taking collection activity. Applicant understands that any decision to grant or deny credit by CECO will be made by CECO, that any decision to grant or deny credit by CFSC will be made by CFSC, and that any decision to grant or deny credit by CAA will be made by CAA. The fact that this application contains reference to "amount of credit applied for" shall not be deemed a limitation of liability by Applicant or Guarantor, if applicable. Applicant acknowledges and agrees that the extension of credit based on this application does not obligate the others to extend credit to Applicant. Applicant also acknowledges, agrees and understands that any of us may, in its sole discretion, refuse to extend credit to Applicant in connection with any credit transaction. --- continued on page 2

OPEN ACCOUNT TERMS AND CONDITIONS *continued*

CASHMAN EQUIPMENT (CECO): Applicant agrees to the following rights and responsibilities if credit is extended:

1. **OPEN ACCOUNT PAYMENT TERMS:** Applicant agrees to pay for goods, services, leases, and other items charged to its open account upon receipt of invoice. Payment is late if not received by CECO at: File #56751, Los Angeles, CA 90074-6751 within 30 (thirty) days of invoice date. If no invoice is issued or received, Applicant agrees to pay upon receipt of the monthly statement or within thirty days of delivery of goods, rendering of services or on the lease payment due date, whichever occurs first. All amounts charged to the open account are Applicant's responsibility. In the event a credit account is not approved or credit terms have been rescinded, all goods and services must be paid for at the time of delivery or order. All machine sales are due and payable 10 days from date of invoice. A late charge of 1.5% per month will be assessed on the past due balance until it is paid in full. Applicant is required to advise CECO of any disputed transactions or statements within 10 days of receipt. Failure to notify CECO of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.
2. **OTHER AGREEMENTS:** Applicant agrees to be bound by the terms and conditions of each underlying sale, lease or other written agreement with CECO, which is intended to be incorporated herein by this reference and construed in conjunction herewith. Neither this agreement nor any other may be modified except in writing, signed by both parties.
3. **DEFAULT:** Payment shall be made when due. Failure to make a timely payment shall result in a default under the open account agreement and under the underlying agreement with CECO. In the event of a default under any of the terms of this or the underlying agreement, Applicant agrees to reimburse and pay CECO for all expenses, costs, collection agency costs, and attorney's fees incurred or expended by CECO in enforcing its rights, whether or not suit is commenced. Applicant agrees that the laws of the State of Nevada shall govern all transactions and agreements between CECO and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be in the state or federal courts of Nevada. Applicant expressly waives sovereign immunity and its venue rights and consents to the exclusive enforcement of this and any other agreement with CECO in Clark County, Nevada. If Applicant becomes insolvent during the period covered by CECO or if Applicant breaches any term or condition herein, or in any invoice or other writing between CECO and Applicant, or if for any reason CECO deems itself insecure, CECO may terminate the agreement and close the credit account immediately.
4. **INDEMNITY:** Applicant shall indemnify and hold CECO harmless from any and all liability, claims, losses, damages or expenses, including without limitation attorney fees and costs, arising by reason of the death or injury of any person, or by reason of the damage or destruction of any property, caused or allegedly caused by any goods, machinery, parts, tools or services sold, leased or delivered by CECO, except as expressly otherwise agreed in writing by CECO and Applicant. Applicant agrees that in no event shall Applicant or any person claiming by, through or under Applicant, have the right to claim or recover consequential damages, including but not limited to lost profits or loss of use, concerning goods, machinery, parts, tools or services sold, leased or delivered by CECO. CECO makes no warranties, either expressed or implied, as to any goods, machinery, parts, tools or services whatsoever, except as may be contained in a separate writing signed by an authorized agent of CECO, including without limitation the condition of the equipment, its merchantability, or its fitness for any particular purpose. Operator training is the applicant's responsibility.
5. **PURCHASE ORDERS:** Issuance of a purchase order by Applicant shall be deemed an acceptance of CECO's terms and conditions, notwithstanding anything to the contrary in Applicant's purchase order documents. Applicant acknowledges and agrees that placement of a purchase order creates no burden on the part of CECO to verify its accuracy or validity and goods, services or leases which are provided to Applicant pursuant to a purchase order shall be the full responsibility and obligation of Applicant.
6. **NON-WAIVER:** Nothing contained herein shall be construed as a waiver by CECO of any lien rights or any rights which it may now have, or hereafter acquire, by law nor shall anything stated herein be construed as an obligation to extend credit to Applicant under any circumstances. No waiver or modification hereof shall be valid unless expressed in writing and executed by Applicant and CECO.
7. **INSURANCE & RISK OF LOSS:** Applicant, at its expense, shall keep leased/rented equipment insured for the term of any lease/rental and any renewals or extensions thereof, for the full retail fair market value thereof, against all risk of loss or damage including without limitation public liability and property damage. Applicant shall on request of CECO deliver to CECO the policies or evidence of insurance. All insurance policies must provide that no cancellation thereof shall be effective without 30 days prior written notice to CECO. Risk of loss of goods shall pass to Applicant as soon as the goods are properly loaded on the carrier. CECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Applicant shall carry such fire and other insurance as necessary to protect its interest and the interest of CECO. Any claim by Applicant for shortage in shipment shall be made within 10 days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach.
8. **SECURITY INTEREST:** To secure payment and performance of all obligations, Applicant hereby grants CECO continuing security interest in all (including but not limited to) all assets, inventory, equipment, machinery attachments, materials, chattel paper, contract rights, any proceeds, furniture, fixtures, and any other goods or services distributed by CECO to or for the benefit of the Applicant.
9. **ASSIGNMENT:** No right or interest in this agreement shall be assigned by Applicant without the written permission of CECO, and no delegation of any obligation owed or of the performance of any obligation by Applicant shall be made without written permission of CECO. Any attempted assignment or delegation by Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity stated. Applicant agrees that CECO may assign, sell or encumber all or any part of this account, note, payments, or any portion thereof with or without notice to Applicant.
10. **RENTAL/LEASE REPAIRS:** Applicant, at its own cost, shall keep rental/leased equipment in good repair and working order. If Applicant fails to properly maintain and repair the equipment, CECO, whether during or after the rental/lease, may repair the equipment without prior notice to Applicant. Applicant shall be responsible for all damages to said equipment beyond normal wear and tear and for the cost of repair. Rent shall continue until the equipment is returned in good repair.
11. **CHANGE OF TERMS:** The terms and conditions of Applicant's accounts may be changed by CECO at any time, without written notice to Applicant.
12. **MISCELLANEOUS:** Any and all contracts, certificates, invoices and other writings signed on behalf of Applicant by any employee of Applicant shall be deemed to have been executed on behalf of Applicant with full authority. Applicant shall furnish to CECO, from time to time, promptly upon request, a) complete financial statements pertaining to Applicant's operations and financial condition, in such form and detail as CECO shall request; and b) all other information and documents that CECO may reasonably request. Applicant acknowledges that by transmitting a facsimile copy, electronic copy or photocopy of this document to CECO, Applicant, and the Guarantor (if applicable) agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to CECO. Applicant agrees to an inactivity fee of \$250.00 per year against any credit balance presumed abandoned (no activity for 12 months) by Applicant. Applicant must notify CECO in writing of any change of ownership, the name of the business or structure of the business under which credit is established. CECO reserves the right to cancel its agreement to extend credit and to reevaluate the credit worthiness of the Applicant under its new name, ownership or structure. If CECO denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to CECO, 3300 St Rose Parkway, Henderson NV 89052 within 60 days from the date on which Applicant was notified of the denial. CECO will send Applicant a written statement with reason for the denial with 30 days from receiving Applicant's written request.

CATERPILLAR FINANCIAL SERVICES CORPORATION: If CFSC denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to CFSC, PO Box 34001, Nashville, TN 37203 within 60 days from the date on which Applicant was notified of the denial. CFSC will send Applicant a written statement with reason for the denial with 30 days from receiving Applicant's written request.

CATERPILLAR ACCESSACCOUNT CORPORATION: If CAA denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to CFSC, PO Box 34001, Nashville, TN 37203 within 60 days from the date on which Applicant was notified of the denial. CAA will send Applicant a written statement with reason for the denial with 30 days from receiving Applicant's written 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 had the capacity to enter into 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 that administers our compliance with this law is the FTC Regional Office for the region in which we operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

→ **Signed:** _____ **Print name:** _____ **Title:** _____ **Date:** _____

CONTINUING GUARANTY

Generally required for LLC's, Partnerships, Proprietorships and most Corporations. If an Account is opened in response to the foregoing application, in consideration of CECO, CAA and / or its assigns granting to Applicant the Account, the undersigned guarantor ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations under the agreement establishing the Account (the "Agreement"), and further agrees, in the event of any default under the Agreement, to pay the total balance due on the Account upon demand, without requiring CECO and / or CAA or their respective assignees to make demand and / or proceed first to enforce the Agreement against Applicant. Guarantor waives presentment, demand, protest, and notice of any kind, including but not limited to, notice of any modifications, amendments, or extensions of the Agreement, and of Applicant's nonperformance or breach of the Agreement. The payment obligations of Guarantor are the direct, primary, and continuing obligations of Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection. If there is more than one Guarantor, their obligations are joint and several. By signing below, the Guarantor also agrees, individually and not on behalf of Applicant, that CECO, CFSC, and / or CAA or their respective designees may obtain credit reports on Guarantor from credit reporting agencies, and otherwise investigate the credit of Guarantor, and hereby instructs all credit reporting agencies to provide CECO, CFSC and / or CAA with such credit reports upon request. Each of the terms of the Open Account Terms & Conditions are incorporated herein by this reference.

→ **Signed:** _____ **Signed:** _____ **Date:** _____

→ **Signed:** _____ **Signed:** _____ **Date:** _____