



Bobcat[®] ENTERPRISES

800-4BOBCAT • BOBCATENT.COM

Credit Application & Agreement

Return to: Missie Jackson
Fax: (513) 645-4022
Email: mjackson@bobcatent.com

Mail: Bobcat Enterprises, Inc.
 Attn: Missie Jackson
 9605 Princeton Glendale Rd.
 West Chester, OH 45011

Please select the location you are requesting an account at:

| | | | | | |
|-------------------------------------|--|-------------------------------------|---------------------------------|-----------------|----------------------|
| <input type="checkbox"/> Cincinnati | <input type="checkbox"/> Reynoldsburg | <input type="checkbox"/> Lexington | <input type="checkbox"/> Walton | Salesman | BEI Account # |
| <input type="checkbox"/> Mt. Orab | <input type="checkbox"/> Zanesville | <input type="checkbox"/> Louisville | | | |
| <input type="checkbox"/> Hilliard | <input type="checkbox"/> Elizabethtown | | | | |

APPLICANT

| | | | |
|---|---------------------|--|---------------|
| Individual or Company Name: | | | |
| DBA: | | | |
| Please Select One: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC | | Length of Time in Business: <i>(If less than two (2) years, please provide INDIVIDUAL PERSONAL GUARANTY on page 2)</i> | |
| Previous Business Name: | | | |
| Have you ever filed bankruptcy? <input type="checkbox"/> YES <input type="checkbox"/> NO | | When? | |
| Social Security # | | Federal Tax ID # | |
| Physical Address: | | | |
| City: | County: | State: | Zip Code: |
| Mailing Address: | | | |
| City: | County: | State: | Zip Code: |
| Phone: | Fax: | Cell: | |
| Contact: | | | |
| Financial Institution Name: | | Financial Institution Acct. #: | |
| Phone: | | Contact: | |
| TRADE REFERENCES: | CITY, STATE: | PHONE: | EMAIL: |
| | | | |
| | | | |
| As an inducement to grant credit, the undersign warrants that the information submitted is true and correct. Bobcat Enterprises, Inc. is authorized to investigate my / my company's credit history and practices with the trade and bank references listed. If approved for credit, I confirm I have read, understand, and agree to abide by the credit and payment terms and requirements of Bobcat Enterprises, Inc. as presented and written on the front and back pages of this application. YOU AGREE THAT THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF OHIO. YOU AGREE TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED IN HAMILTON COUNTY, OHIO. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY. | | | |
| Printed Name: | | | Title: |
| Signature: | | | Date: |

| | | |
|--------------------------------|--|--|
| ACCOUNTING INFORMATION: | Purchase Order # Required? <input type="checkbox"/> YES <input type="checkbox"/> NO | Job # or Job Location Required? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| | Tax Exempt? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(If yes, completed exemption form MUST be attached.)</i> | |
| | Accounts Payable Contact: | Email: |
| | Accounts Payable Phone: | Fax: |

PERSONAL GUARANTEE: In consideration of Bobcat Enterprises, Inc. ("Bobcat") extending credit to the above referenced Applicant ("Applicant"), the undersigned Personal Guarantor (hereinafter "you") unconditionally and irrevocably guarantees to Bobcat, it's successors and assigns, the prompt payment and performance of all obligations of Applicant to Bobcat. You agree that this is a guaranty of payment and not of collection, and that Bobcat can proceed directly against you without first proceeding against Applicant or against any equipment which may be subject of any dispute. You waive all notices and defenses. You agree that Bobcat can renew, extend or otherwise modify the terms of credit to Applicant and you will be bound by such changes. If Applicant defaults under the terms of credit, you will immediately perform all obligations of Applicant under the terms of credit, including, but not limited to, paying all amounts due. You will pay to Bobcat all expenses INCLUDING ATTORNEYS' FEES incurred by Bobcat in enforcing Bobcat's rights against you or Applicant. This is a continuing guaranty that will not be discharged or affected by your death and will bind you heirs and personal representatives. You waive any rights to seek repayment from Applicant in the event you must pay Bobcat. If more than one personal guarantor has signed this Personal Guaranty, each of you agree that your liability is joint and several. You authorize Bobcat or any of Bobcat's agents to obtain credit bureau reports regarding your personal credit, to make other credit inquiries that Bobcat determines are necessary. YOU AGREE THAT THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF OHIO. YOU AGREE TO THE JURISDICTION AND VENUE OF ANY STATE OR ANY FEDERAL COURT LOCATED IN HAMILTON COUNTY, OHIO. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY

| | | | |
|-----------------------------|-------|--------------------------------|------|
| Printed Name: | | Social Security #: | |
| Signature: | | DOB: | |
| Address: | City: | State: | Zip: |
| Financial Institution Name: | | Financial Institution Acct. #: | |

TERMS AND CONDITIONS: The net amount of all invoices shall be due upon receipt of invoice. Applicant agrees to pay to Bobcat Enterprises, Inc. (Bobcat) a finance charge on all amounts past due 30 days or more from the sale of invoice at the rate of 2% per month. Applicant agrees to pay Bobcat all attorney fees, expenses, and costs which may be incurred by Bobcat in collecting past due amounts owed. Any time an account becomes past due Bobcat reserves the right to immediately terminate any further rentals or supply of services or parts to customer without prior notice. All finance charges must be paid in full before credit may be re-established. Applicant hereby applies for "Purchases on Credit" with Bobcat Enterprises, Inc. according to the terms and conditions set forth herein. If Bobcat approves this credit application and extends credit, Applicant agrees to be bound by the terms and conditions in connection with all purchases on a credit basis. "Purchases on credit" as used herein shall mean all rentals and purchases where payment is not made by cash or cash equivalent at the time of delivery of the equipment, parts or service. Applicant agrees that the terms and conditions set forth shall supersede over any other provisions on the same matters contained in any purchase orders or contract documents previously or subsequently entered into. Applicant acknowledges that the information disclosed and representations made by Applicant in this Credit Application are for the purpose of inducing Bobcat to extend credit to Applicant. It is intended that Bobcat will rely on these representations. Applicant further represents that all information disclosed and representations made by Applicant in this application are true and accurate. Applicant authorizes Bobcat Enterprises, Inc. to obtain a consumer report for the sole purpose of extending business credit. Applicant consents to release any information regarding credit from any bank or creditor/trade account to Bobcat Enterprises, Inc. In the event information is used for purposes of determining credit worthiness for financing of equipment the applicant authorizes release of information to any finance co. for said purpose.

INSURANCE INFORMATION: Bobcat Enterprises adds a 10% damage waiver charge to all rental contracts. In order to avoid this charge, we will need you to provide us with a valid certificate of insurance. The certificate of insurance must contain the following: The name and address of insured customer. Bobcat Enterprises, Inc. (Bobcat) must be listed as the certificate holder. Bobcat must be listed as additional insured and loss payee. Proof of general liability of \$1,000,000 minimum. Proof of physical damage equipment coverage. Policy number for contractors equipment coverage and effective/expiration dates of coverage. Amount of coverage must be equal too or greater than the value of the equipment rented. Should you be unable to provide the necessary insurance, the damage waiver will be added to your rental contract. The damage waiver is NOT insurance. It is a waiver, with limitations, of the customer's financial responsibility for loss, vandalism, or damage to our rental equipment provided that the customer was not acting in a negligent way.*

*A detailed description of the coverage of the damage waiver is available by request.