



# Credit Application

Proprietorship  Corporation  S Corporation  LLC  Partnership  Other \_\_\_\_\_

Applicant's Full Legal Name \_\_\_\_\_ Doing Business As \_\_\_\_\_

Physical Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

Federal ID # \_\_\_\_\_ Date Business Started \_\_\_\_\_ State Organized In \_\_\_\_\_ Tax Exempt Y/N (Attach Copy of Certificate)

Owner or Main Contact Email Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax# \_\_\_\_\_ A/P E-Mail \_\_\_\_\_

A/P Contact Name \_\_\_\_\_ PO Required Y/N \_\_\_\_\_

### Estimated Monthly Purchases (including Rentals):

**OWNERS AND OFFICERS, include all Owners (members, shareholders, partners), and all Officers  
The Listed Principal Owners of Applicant grant permission to Fabick Cat, Fabick Rents and/or LCS to periodically obtain individual credit reports**

1) Name \_\_\_\_\_ % of Ownership \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Spouse's Name \_\_\_\_\_

2) Name \_\_\_\_\_ % of Ownership \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Spouse's Name \_\_\_\_\_

**NATURE OF BUSINESS**  Road Constr.  Excavation  Agriculture  Trucking  Logging  Masonry  Flat Concrete  Other (describe) \_\_\_\_\_

Type of Equipment owned \_\_\_\_\_

No. of Years/Months in Business \_\_\_\_\_ No. of Employees \_\_\_\_\_ Last Year's Sales Volume \_\_\_\_\_

**Is Applicant a**  Branch  Division  Subsidiary  Other \_\_\_\_\_

If so, provide name and address of Parent Corporation or Headquarters: \_\_\_\_\_

### PRIMARY BANK REFERENCE

Name \_\_\_\_\_ City/State \_\_\_\_\_ Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Account # \_\_\_\_\_

### TRADE REFERENCES

1) Company Name \_\_\_\_\_ Account # \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # and/or Email \_\_\_\_\_

2) Company Name \_\_\_\_\_ Account # \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # and/or Email \_\_\_\_\_

3) Company Name \_\_\_\_\_ Account # \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # and/or Email \_\_\_\_\_

Any unsatisfied judgments, law suits pending, State or Federal Tax Liens or bankruptcy against Applicant or Any Principal?  Yes  No

If yes, explain: \_\_\_\_\_

**APPLICANT MUST REVIEW TERMS AND CONDITIONS ON PAGE TWO OF THIS APPLICATION AND SIGN WHERE INDICATED.**

# FABICK CAT Credit Application *(continued)*

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**TERMS and CONDITIONS.** The undersigned "Applicant" hereby applies for credit with John Fabick Tractor Company, and its affiliated companies (collectively "Fabick").

Applicant understands and agrees that it is applying for commercial (non-consumer) credit with Fabick. Fabick is authorized to conduct further inquiry as to the credit worthiness of Applicant, but are not obligated to do so, and are entitled to rely upon the accuracy and completeness of the information provided herein, whether or not further inquiry is conducted. Applicant agrees to pay interest on past-due balances at 1 1/2% per month, or the highest rate of interest permitted by law, whichever is lower, as well as all costs of collection, including all reasonable attorneys' fees.

Applicant authorizes the release of credit information and/or credit reports to Creditors from its bank, trade references, credit bureaus and other sources, both now and at any future date. The credit information obtained from Applicant's references will be used for the purpose of establishing and periodic monitoring of Applicant's account. Creditors may periodically require submittal of Supplemental Credit Application(s).

As stated in the applicable contract documents, General Liability Insurance is required for all rentals with Fabick Cat and may be required by LCS with the respective company being named as an additional insured. All Risk Direct Physical Damage Coverage is required with Fabick Cat and may be required by LCS with the respective company being named as loss payee. If it is not provided, the undersigned agrees to purchase Rental Protection (Fabick Cat) or "damage waiver" (LCS) at a charge of up to 15% of the cost of rentals.

If there is a material change in the information contained herein, Applicant agrees to immediately notify Creditors in writing. Applicant agrees that Creditors may periodically inquire with others about Applicant's credit status, and provide others with information concerning Applicant's credit history with Creditors. Applicant shall pay all charges associated with its account according to the terms of this application and applicable invoices.

Creditors' receipt and review of this Application does not constitute authorization or approval of credit, or any specific credit amount. Applicant's submission of this Application does not imply any obligation to extend credit to Applicant and Creditors may refuse credit to Applicant at any time and for any reason, with or without notice, in their sole and exclusive discretion, except for reasons prohibited by law. Fabick Cat and/or LCS may vary the amount of credit and terms extended at any time. The undersigned waives notice of any changes to the account.

Applicant, by the signature of its authorized representative below, acknowledges that it has read and understands these terms and conditions and agrees to be bound thereby. Applicant certifies the truth, correctness, and completeness of all representations included or attached to this Application, as both agent for Applicant and individually, with the understanding that Creditors will rely upon said representations in connection with the extension of credit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## **PERSONAL GUARANTY**

In consideration of the extension of credit or continued extension of credit to Applicant, the undersigned guarantees payment of all indebtedness incurred by the above Applicant to Fabick, whether now due or hereafter incurred. If more than one signs below, each shall be liable jointly and severally. The undersigned waives notice, diligence, presentment, and protest. The undersigned agrees that Fabick may extend the due date and/or terms of payment granted to Applicant without notice to or consent of the undersigned. This is understood and intended to be a continuing agreement and shall apply to and cover all liabilities due or which may hereafter become due from Applicant regardless of the collectability or enforceability of such liabilities against Applicant, and regardless of any and all renewals and extensions thereof. No change of this Guaranty shall be valid or effective unless in writing and signed by an authorized Officer of Fabick. The undersigned represents it is in a position to keep fully advised of the balance due to Fabick by Applicant and to independently monitor the financial obligations and condition of Applicant. Guarantor authorizes the release of credit information and/or credit reports to Fabick from its bank, trade references, credit bureaus and other sources, both now and at any future date. In the event of default in payment, Fabick is entitled to collect its attorneys' fees and court costs as additional damages.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date