

CREDIT APPLICATION

PLEASE PRINT OR TYPE

Dealership name: **C L Boyd Co., Inc** / Undercarriage Specialists Inc.

Date ____ / ____ / ____

Branch Location:

Applying for:

Fields marked with an asterisk () are required by law (USA PATRIOT Act) when applying for revolving credit. Your application can not be processed without this information.*

APPLICATION INFORMATION – Full legal name and address of Business- Corporation, Partnership, Trust, Sole Proprietorship, or Municipality

Business Name*	DBA (if any)	Federal ID Number*		
Physical Address*	City*	County*	State*	Zip*
Mailing address (if different than above)	City	County	State	Zip
Business Phone# () -	Fax# () -	Email Address		
State in Which Business is Registered or Incorporated*	Date Business Incorporated, Partnership formed or Sole Proprietorship Started / /			
Time at current address	Years/Months /			

Primary Applicant Information – Personal, Officer, Partner, Member or Municipal Contact Information (^) Required if Individual

First Name* Middle* Last Name* Title DOB ^ Social Security# ^

Physical Address of Primary Officer, Partner, Owner, or Member (if different than above)

Physical Address*	City*	County*	State*	Zip*
Home Phone# () -	Cell Phone# () -	Email Address	Are you a US Citizen? ____ Yes ____ No	

Type of Business: *

If applying as an LLC, a copy of the Operating Agreement & Articles of Organization is required with this application, or Partnership Agreement if applying as a Partnership, or Trust Agreement, if applying as a Trust.

Additional Owner(s), Partner, Member (s), and/ or Officer(s) Information- Use a separate sheet listing name(s), title(s), % Owned, address(es), phone#(s), SS#(s), and DOB(s)

CO-APPLICANT INFORMATION

First Name*	Middle*	Last Name*	Title	DOB^	Social Security#*
Physical Address*	City*	County*	State*	Zip*	
Phone# () -	Fax# () -	Email Address	Are you a US Citizen? ____ YES ____ NO		

FINANCIAL INFORMATION And BANK/LOAN REFERENCES NOTE: (*) indicates required information

Please submit the two most recent years of accountant prepared corporate and/or personal financial statements and work in progress (jobs on hand) report with this application.

Annual Gross Sales (*)	Net Income	Net Worth	
\$	\$	\$	
Bank Name	ACCT #	Phone#	Contact Name
Equipment Finance Co.	ACCT#	Phone#	Contact Name
YEARS IN BUSINESS	HAVE YOU EVER FILED BANKRUPTCY?	HAS A JUDGEMENT EVER BEEN FILED AGAINST YOU?	
YEARS	YES ____ NO ____	YES ____ NO ____	

If you do not have insurance, would you like to have JD Sentry UltraGuard Physical Damage Insurance quoted and applied to your payments YES ____ NO ____

Notice to Applicant: You represent that the information given in the entire application, including all applicant names and any other information provided in this application is (1) true , correct and complete, and (2) provided for the purpose of obtaining credit in an amount set forth in the credit policies and practices of FPC Financial, f. s. b. (FBC), Deere Credit, Inc. (DCI) or John Deere Construction and Forestry Company (JDCFC) (collectively referred to as “we”, “us” and “our”. You hereby authorize the release to us or our designee (and any assignee or potential assignee thereof) (1) your credit information from any source including, but not limited to, your balance sheet, cash flow, statements, and any income statement. The authorization shall apply to this application and subsequently for the purpose of update, renewal, or extension of such credit, and for reviewing or collecting the resulting account.

By submitting your credit application, you agree that all information regarding your account may be provided to corporate affiliates, of all three referred to as, Lender, “we”, “us”, and “our” and other companies which may offer or provide services to you or Lender. Those affiliates may use certain consumer report information as a factor in establishing your eligibility for credit or insurance. If you object to this, you must notify us by calling 405- 942-8000, and providing your name, Social Security number, address and account number, and certain consumer report information will not then be provided to those affiliates.

By submitting this application electronically, you agree that you are electronically signing this credit application and such electronic signature shall be treated as an affirmation by you to the truthfulness of all information provided on this application. You agree that we are expressly relying on the accuracy of the information submitted in making a credit or lease decision.

You understand that any decision to grant or deny any installment or lease application will be made by DCI or JDCFC in Iowa. You understand that any decision to grant or deny revolving credit will be made by FPC in Wisconsin. You understand that this application may be used for obtaining credit or lease approval for any DCI or JDCFC product. If you are applying for a PowerPlan account, you acknowledge that you have received a true copy of the credit agreement and agree to its terms and you understand that this account is for commercial and governmental use only. You authorize us to share information with our affiliates, disclose financial information about you as described in the credit agreement and further notices and disclosures sent to you, and send you information by facsimile or other electronic means. You also agree that any notices or disclosures can, at your option, be provided electronically to the last internet address that you provided us. You further certify that you are authorized to sign on behalf of this applicant.

Should credit be extended to you from CL Boyd/USI (Seller) it shall be subject to the following terms and conditions: All extensions of credit are to be paid in full in United States Dollars, **net 10th** of the month following purchase, unless otherwise specified at the time of sale. All balances carried beyond the due dates will be delinquent and subject to a carrying charge at the rate of **1.50%** per month (**18% annual rate**). In signing, I, as owner, officer, guarantor or authorized agent, certify that all statements made on this application are true and complete to the best of my knowledge and agree to abide by the terms stated herein. This agreement is governed by the laws of the State Of Oklahoma. If Buyer shall be in default hereunder, the indebtedness herein described and all other debts then owing by Buyer to Seller under this or any other present or future agreement shall, if Seller shall so elect, become immediately due and payable. This acceleration of all indebtedness, if elected by Seller, shall be subject to all applicable laws, including laws as to rebates and refunds of unearned charges. It is, also, agreed that should litigation become necessary to recover any debt owing, the Debtor shall bear the expense of reasonable attorney fees and court costs, and that venue be in Oklahoma City, Oklahoma County, Oklahoma.

APPLICANT (S) ACKNOWLEDGE THAT (1) THE SELLER HAS NOT REPRESENTED THAT THE TERMS OF THIS FINANCING ARE MORE OR LESS FAVORABLE THAN OTHER FINANCING (2) THE SELLER IS NOT APPLICANT'S AGENT IN OBTAINING THE FINANCING (3) APPLICANT MAY OBTAIN FINANCING FROM OTHER SOURCES AND (4) THE SELLER MAY BE COMPENSATED FOR SERVICES INVOLVED IN ARRANGING THIS FINANCING.

You release all claims against DCI, JDCFC, FPC, C L Boyd / USI (Seller) and their affiliates and your other creditors for all acts or omissions which occur in verifying the above information.

PRIMARY APPLICANT

By: X Printed name of Signer: DATE: / /

Individually If primary applicant is a corporation or other form of legal entity, title of signer _____

GUARANTY OF PAYMENT

The undersigned hereby agrees to personally guaranty payment of all sums due from Applicant to C.L. Boyd Co., Inc./USI, now or in the future, should Applicant fail to timely pay any amount due on the Applicant's account with C.L. Boyd Company, Inc./USI. The undersigned agrees that this guaranty is entered into as part of the consideration for and contemporaneously with C.L. Boyd Company, Inc.'s/USI extension of credit to Applicant as all Applicants' obligations to C.L. Boyd Company/USI, Inc. at any later date.

Guarantor

By: X _____ Printed name of Signer: _____ DATE: / / _____

____ Individually ____ If co-applicant is a corporation or other form of legal entity, title of signer _____