



# Credit Application

## APPLICATION INFORMATION

Federal ID# \_\_\_\_\_

Company name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

A/P contact \_\_\_\_\_ Fax( ) \_\_\_\_\_

Home Ph ( ) \_\_\_\_\_ Office ( ) \_\_\_\_\_

Cell ( ) \_\_\_\_\_ Email \_\_\_\_\_

No. of years in business \_\_\_\_\_ No. of years a this location \_\_\_\_\_

Sales Person \_\_\_\_\_

Department \_\_\_\_\_

### CHECK ONE

- Bobcat Central
- Merced
- Big Valley Tractor
- Bobcat of Fresno
- Central Valley Rent

### TYPE OF BUSINESS

- Sole Proprietorship
- Partnership
- Corporation in the state of \_\_\_\_\_

Ownership			
Name of Owner	Ph. No ( )	SS#	
Home Address	City	State	Zip
Name of Owner	Ph. No ( )	SS#	
Home Address	City	State	Zip
Name of Owner	Ph. No ( )	SS#	
Home Address	City	State	Zip
Trade Reference			
Company Name	Ph. No ( )		
Address	City	State	Zip
Company Name	Ph. No ( )		
Address	City	State	Zip
Company Name	Ph. No ( )		
Address	City	State	Zip
Bank Reference			
Bank Name	Ph. No ( )		
Address	City	State	Zip
Bank Name	Ph. No ( )		
Address	City	State	Zip

Account with Bobcat financial or Kubota Financial?  Yes  No If yes Account \_\_\_\_\_

Please check the appropriate items (check more than one if applicable). This information will enable us to better serve your needs

Type of machine	Your Primary Business	Products you own
<input type="checkbox"/> Bobcat	<input type="checkbox"/> Excavating	<input type="checkbox"/> Mining
<input type="checkbox"/> Kubota	<input type="checkbox"/> Farming	<input type="checkbox"/> Paving & Grading
Other _____	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Ready Mix/Aggregating
	<input type="checkbox"/> Government	<input type="checkbox"/> Rental Yard
	<input type="checkbox"/> Logging/Lumber	<input type="checkbox"/> School District
		<input type="checkbox"/> Waste Disposal
		<input type="checkbox"/> Warehousing
		<input type="checkbox"/> Food Processing
		<input type="checkbox"/> Other
		<input type="checkbox"/> Backhoe Loaders
		<input type="checkbox"/> Track Type Loaders
		<input type="checkbox"/> Hydraulic Excavators
		<input type="checkbox"/> Telescoping Handlers
		<input type="checkbox"/> Paving & Compaction
		<input type="checkbox"/> Skid Steer Loaders

**Bobcat Central Inc., Big Valley Tractor LLC, Bobcat of Fresno LLC. Central Valley Rental & Sales LLC.**

**Credit Application**

**Sale Charge Agreement**

The undersigned ("Customer") hereby applies to BCC, BVT, BOF,CVR for approval of open account credit terms in the event BCC, BVT, BOF approves this application, customer hereby agrees to the following terms and conditions:

1. Customer's signature attests financial responsibility, ability, and agreement to pay in the full the account balance in accordance with account terms.
2. Account terms: net thirty (30) days from invoice date on all equipment purchases, service, and rental transactions.
3. Customer shall pay a finance charge of eighteen percent (18%) per annum. (1.5% per month) on all amounts not paid per account minimum one dollar (\$1) stated above.
4. Customer agrees to pay any applicable use, sales personal property or other tax arising from customer use or operations of rented equipment.
5. BCC, BVT, BOF, CVR may at any time refuse to extend further credit or to permit further purchases, or may limit the amount or types of items that can be purchased on account pursuant to this agreement. BCC, BVT, BOF, CVR's approved credit limit extended to customer is for BCC, BVT, BOF, CVR's use only and BCC, BVT, BOF, CVR may in its sole and absolute discretion, extend to customer credit in excess of BCC, BVT, BOF, CVR's credit limit without limiting customer's liability hereunder.
6. Warranties: customer acknowledges and agrees that BCC, BVT, BOF, CVR makes no warranties, express or implied, other than those stated on invoices, and as provided by the equipment and parts manufacturers. BCC, BVT, BOF, CVR's liability for breach of warranty, if any, shall be limited to the cost of the goods or services, provided customer waives any claim for damages for loss of use of equipment, temporary replacement cost, downtime, lost profits and/or consequential damages.
7. To pay all costs of collection and attorney's fees incurred by BCC, BVT, BOF, CVR enforcing this agreement customer hereby waives to the full extent permitted by law any statute of limitations as a defense and the right to a trial by jury in the event of litigation. Customer further agrees that any action brought by other party under the terms of this agreement may be brought in competent court in the county of in which the agreement was entered in the state of California.
8. BCC, BVT, BOF, CVR may charge a fee of twenty-five dollars (\$25.00) on all checks returned for non-sufficient funds without waiver of any other right provided by law.
9. Customer agrees to furnish BCC, BVT, BOF, CVR information needed or requested by BCC, BVT, BOF, CVR or its agent for proper filing and service of preliminary notices under the applicable mechanic's lien law.
10. Customer shall be entirely responsible for the manner in which any equipment is used. Customer shall defend, indemnify, and hold BCC, BVT, and BOF, CVR harmless against any claims of third parties arising from or relation to customer's use of such equipment.
11. Customer shall be bound by the terms and conditions of the BCC, BVT, and BOF, CVR rental agreement.
12. In the event BCC, BVT, BOF, CVR owes funds to customer for rental credit or other amounts, BCC, BVT, BOF, CVR may, in lieu of payment, withhold and offset said amount against amounts due from customer to hold, in such event, customer waives any and all claims against BCC, BVT, BOF, CVR for damages resulting from such withholding and offset even if such withholding and offset is later determined to be not justified.  
In the event customer subrents the equipment rented from BCC, BVT, and BOF to another customer and generates funds (hereinafter referred to as "subrental funds"). Or in the event customer is paid with funds identified by customer in its bid, quote, or invoice to its customer as payment for equipment rental. (Hereinafter referred to as "equipment rental funds"). Then the customer shall segregate in a separate account all subrental funds and equipment rental funds received and hold such subrental funds and equipment rental funds in trust for payment of amounts due to BCC, BVT, and BOF.
13. Customer, whether a sole proprietor, partnership, corporation or limited liability company, and each guarantor (if applicable) certify that the party (parties) executing this application and agreement has full power and authority to execute it on behalf of the customer and that the foregoing information has been supplied truthfully, accurately, and voluntarily, and hereby authorizes BCC, BVT, BOF or other prospective lenders used on customer's and, if applicable, guarantor's behalf to investigate credit worthiness, credit history and financial responsibility through any credit bureau or any other reasonable means, including direct contact with past and present creditors. The undersigned also authorizes banks and other lenders to give information to BCC, BVT, and BOF about customers and, if applicable, guarantor's saving and checking accounts and loans. If BCC, BVT, BOF extends credit as a result of this application, customer and, if applicable, guarantor agrees to make payment promptly and in accordance with BCC, BVT, BOF's terms, this agreement shall be fully binding upon customer and its successors and assigns without regard to changes in the form of customer business entity or in its name or membership, it is hereby agreed that this agreement shall not be effective until received and approved by BCC, BVT, BOF at either its Stockton, California offices it is further agreed that a faxed copy of this document bearing customer's signature will be considered an original.
14. In case of errors or questions about your bill: if you think your bill is incorrect, or if you need more information about a transaction on your bill. You must contact us in on your statement or invoice or call us within 30 days of the initial billing. Other wise payment is due in full on the specified due date.

**Signature of authorized corporate officer required**

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Please print name

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Please print name

**Personal Guaranty**

In consideration of the extension of credit by BCC, BVT or BOF to the customer, the undersigned jointly and individually personally guarantees to pay and to be legally responsible of payment of all sums and account balances due to BCC, BVT or BOF. Including collection charges and/or attorney fees. This shall be an open and continued guarantee and shall continue in force not with standing any change in the form of such independence or renewal operations there of denied by BBC, BVT or BOF, without obtaining my prior consent therefore. The guarantee may be revoked only in writing by certified mail, return receipt required, direct to the attention of the credit manger, and revocation shall not in any manner affect my liability to any indebtment existing prior to revocation. All terms of the credit application above are incorporated in the terms of the personal guarantee.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Please print name

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Please print name

Credit Approved \$ \_\_\_\_\_

Credit Disapproved By \_\_\_\_\_ Date \_\_\_\_\_