



# Credit Application

P.O. Box 35900 Louisville, KY 40232  
Fax to: (502) 423-2759  
Email to: Creditmailgroup@Boycat.com

Applicant Name:		Trade Name (if different)			
Physical Address:		City:	State:	Zip:	County:
Billing Address:		City:	State:	Zip:	County:
Business No.:	Mobile/Pager:		Fax No:		
Contact Name:		Title:	Email:		
Description of Business:		Business Start Date:		Time as Current Owner:	
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other			Purchase Order Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Has the business or any principal ever declared bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes date filed:		Credit Limit Requested: \$	
Are there any outstanding liens or judgments? <input type="checkbox"/> Yes <input type="checkbox"/> No		Number of Employees:			
Federal ID Number:		Sales Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please attach copy of signed exemption certificate	
Bonding Company:		Contact Name:		Phone :	
Insurance Company:		Contact Name:		Phone :	

**Financial Information:** Additional financial information may be requested and is required for exposure over \$100,000

Bank/Finance Co Reference:		Please provide current balance				
Name	Account No.	Contact	Phone No.	Checking	Savings	Loan

<b>Trade References:</b>				
Name	Account No.	Contact	Phone No.	Address: City, State & Zip

<b>Personal Information On Owner/Principal/Guarantors:</b> attach additional sheets if necessary <b>**PROOF OF IDENTITY REQUIRED FOR ALL OWNERS/PRINCIPALS/GUARANTORS**</b>							
Name:		Title:		Birth Date:		SSN#:	
Home Address: City, State & Zip				Phone No.		% Ownership:	
Net Worth:		Annual Income:		Monthly Housing Payment:			
Name:		Title:		Birth Date:		SSN#:	
Home Address: City, State & Zip				Phone No.		% Ownership:	
Net Worth:		Annual Income:		Monthly Housing Payment:			

### SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

**Notice:** By providing the information above and signing below, Applicant is requesting the extension of credit from Boyd Company and/or Caterpillar, Inc. through any one of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation ("Cat Financial") or Caterpillar Access Account Corporation ("Cat Access Account") (all of the above entities (except for Boyd Company) collectively the Caterpillar Companies) and Applicant agrees that the above information may be shared between and among Boyd Company and the Caterpillar Companies and used to process your applications for credit and other orders and to improve or market Caterpillar products or services. Applicant and each person signing below warrants and represents that all of the information and documents provided to Boyd Company or the Caterpillar Companies in connection with the request for credit, including the information above, is and shall be true, correct, accurate and complete. Applicant authorizes Boyd Company and the Caterpillar Companies to obtain credit experience information and opinions as to the credit worthiness from banks, credit bureaus, creditors, references and from Applicant, including but not limited to, balance sheets, cash flow statements and income statements. Applicant hereby authorizes the release of any such information to and the use by Boyd Company and the Caterpillar companies. Each of Boyd Company and the Caterpillar Companies reserves the right to refuse credit, services and charges at any time. Applicant agrees to and expressly acknowledges that Applicant has read and fully understands the terms and conditions contained on the reverse side of this Application, the Open Account Agreement between Applicant/Buyer and Boyd Company.

Executed This \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

### PERSONAL GUARANTY

**Individual Guaranty:** If credit is extended to Applicant by Boyd Company, the undersigned individual(s)(herein "Guarantor" whether one or more) does hereby unconditionally, absolutely and irrevocably guarantee prompt and full payment and fully and unconditionally guarantees full performance of Applicant's obligations to Boyd Company, whether arising under this application and the Open Account Agreement or any other documents. Guarantor agrees to the items and conditions in the Application, including the authorization and use of his/her credit information. Guarantor further agrees that, in the event of any default by Applicant to perform such obligations, Boyd Company or respective assignees may immediately pursue Guarantor without first making demand and/or first proceeding to enforce the obligation against Applicant. Guarantor waives presentment, demand, protest and all other notice of any kind, and Guarantor agrees that its liability hereunder shall be primary, absolute and unconditional, irrespective of and despite the lack of notice as to any modifications, amendments, or extension of credit to the Applicant or the unenforceability or uncollectability of Applicant's obligations to Boyd Company or any defense that Applicant may have with respect thereto. The payment obligations of Guarantor are 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. The amount payable under this Guaranty shall not exceed in the aggregate the principal amount of \$ \_\_\_\_\_, plus interest, attorney's fees and costs and expenses of collection. This guaranty shall terminate on \_\_\_\_\_, provided that such termination shall not affect the liability of the Guarantors with respect to (1) obligations created or incurred prior to such date, or (2) extensions or renewals of, interest accruing on, or fees, or expenses incurred with respect to such obligations on and after such date.

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**Authorized Users for CAT AccessAccount**

Name \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_

ASSETS		LIABILITIES AND NET WORTH	
Cash on Hand and in Banks	\$	Notes Payable to Banks – Secure	\$
Accounts, Loans, Receivables	\$	Unsecured	\$
Cash Surrender – Life Insurance	\$	Notes Payable – Other	\$
Stocks / Bonds	\$	Accounts Payable	\$
Real Estate	\$	Rent & Interest Due	\$
Other Assets (Itemized)	\$	Tax Obligations Due	\$
		Liens on Real Estate	\$
		Other Liabilities	\$
		Total Liabilities	\$
		Net Worth	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES AND NET WORTH</b>	<b>\$</b>

**EQUIPMENT OWNED AND RENTED:**

EQUIPMENT	OWNED / RENTED	Mortgaged to or Rented from (Name and Address)
	<input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/>	

**OPEN ACCOUNT AGREEMENT BETWEEN APPLICANT/BUYER AND CATERPILLAR DEALER/SELLER**

The aforesigned (hereinafter called "Buyer") and Boyd Company (hereinafter called "Seller") agrees that all purchases, rentals or leases of good and services (hereinafter "goods") by Buyer or from Seller on Open Account, or any other credit facility shall be subject to the following terms and provisions:

- 1. Definition of Boyd Company and Seller.** Boyd Company and its subsidiaries and affiliated companies.
- 2. Payment Due Date:** For all purchases made, payment shall be due and payable in full on the 30<sup>th</sup> day following invoice date unless other specific terms of payment are stated in the body of the invoice (the "Payment Due Date"). Seller shall furnish Buyer an Account Statement promptly upon the close of each month, covering all goods and services delivered to or for the benefit of Buyer during such billing period (or since the last such Statement) and payment in full shall be due on or before the Payment Due Date as herein above stated. Buyer acknowledges that this agreement does not require any sales on credit nor the deferred payment of all or any part of the agreed cash price or prices of goods and services, but to the contrary this agreement establishes for the convenience of the parties a date of payment for cash purchases in lieu of cash on delivery.
- 3. Where to Make Payments:** Buyer agrees to pay in full on or before the Payment Due Date the aggregate Cash Purchase Price of all goods and services received by or for Buyer's benefit since the date of Seller's last Account Statement and, as such, payments shall be made at Boyd Company.
- 4. Interest:** Should Buyer fail to pay the entire balance owed on or before the Payment Due Date, Buyer agrees to pay interest on the unpaid portion thereof from the purchased date until paid in full at the maximum rate allowed by applicable law.
- 5. Security Interest in Goods and Financing Statements:** Buyer grants to Seller an express security interest under the Uniform Commercial Code covering any and all goods purchased hereunder and grants permission to Seller to file all security agreements, financing statements or other instruments appropriate to documents and perfect the security interest herein granted without Buyer's signature. Neither the agreement to pay interest herein contained, nor the payment thereof by Buyer, nor the acceptance thereof by Seller shall be construed as an extension of any payment due date nor any waiver by Seller of any remedy available to Seller, including but not limited to, the right to reclaim goods sold.
- 6. Cross-Collateralization of Security:** Any security interest granted to Seller by Buyer in this or any other agreement between the parties shall also secure and enforce the payment of all other indebtednesses of Buyer to Seller presently existing or which may in any manner or means hereafter be incurred by Buyer to Seller, and evidenced in any manner whatsoever, either by lease/rental agreements, equipment purchased, parts or labor, open accounts, promissory notes, advances, overdrafts or any other mode or means. The fact of repayment of any or all indebtednesses to seller shall not terminate such security agreement(s) and it shall nevertheless secure the payment of any future indebtednesses owing to Seller and it shall remain in full force and effect until it is fully and formally discharged in writing.
- 7. Failure To Pay:** Should Buyer fail to pay promptly when any sum or sums are owed to Seller under the terms of the agreement or otherwise or fail to keep, observe and perform the terms and provisions of this or any other agreement with Seller, the Seller as its option may declare any and all sums owed hereunder to be immediately due and payable. If any indebtedness now or hereafter due is placed in the hand of an attorney for collection or collected through probate, bankruptcy or other proceeding, Buyer agrees to pay reasonable attorneys' fees.
- 8. Cross-Default Remedies:** It is agreed that should Buyer fail to pay any indebtedness owing to Seller as the same shall become due and payable to Seller including lease/rental agreements, with any of the covenants or obligations of any security agreement, lease/rental agreement, sales order, lease order, credit application or any other documents securing or pertaining to such indebtedness, then such failure shall be a default and breach under this document and all other documents securing all other indebtednesses, and Seller shall be entitled to pursue any of the contractual remedies in such documents and any remedies allowed under applicable law.
- 9. Notices:** Notices called for hereunder or required by law shall be deemed received by Buyer three (3) days after said notice is deposited in the United States mail, properly stamped and addressed to Buyer at its address shown on the reserve side hereof.
- 10. Jurisdiction, Venue and Choice of Law:** The Buyer expressly agrees that jurisdiction and venue of any dispute arising from this agreement or any extension of credit by Seller to Buyer shall be in Jefferson County, Kentucky and the laws of the state of Kentucky shall govern the dispute.
- 11. Revisions to Credit Application:** Buyer and Seller agree that this Credit Application may be changed from time to time by Seller, and that Buyer's credit arrangements with Seller shall be governed by the most current official Credit Application from (whether or not signed by Buyer) and said form shall govern all new accounts, pre existing accounts, or any other debts now owed or hereafter owed by Buyer to Seller.
- 12. Jury Waiver: EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO ANY EXTENSION OF CREDIT TO THE BUYER BY THE SELLER AND/OR ANY OF THE CATERPILLAR COMPANIES. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS WAIVER IS KNOWING, VOLUNTARY AND INTENTIONAL.**

Applicant understands that any decision to grant or deny business credit by Boyd Company will be made by Boyd Company, and that any decision to grant or deny credit by Cat Financial will be made by Cat Financial, and that any decision to grant or deny credit by Cat AccessAccount will be made by Cat AccessAccount. Applicant also acknowledges, agrees and understands that Boyd Company or any Caterpillar Company may, in its sole discretion, refuse or extend to Applicant business credit, goods, or services and may terminate such at any time. The fact that this Application contains reference to an amount of credit requested shall not be deemed a limitation of liability by Applicant or a guarantor, if applicable.

**NOTICE:** If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain a statement, please contact the applicable creditor to whom you applied for credit within 60 days from the date you are notified of the decision. The creditor will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origins, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the application has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the FTC Regional Office for the region in which the creditor operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Boyd Company Credit Dept. P.O. Box 35900 Louisville, KY 40232 PHONE: (502) 774-4441 Creditmailgroup@Boydcat.com	Caterpillar Financial Services Corporation Corporate Credit Manager P.O. Box 340001 Nashville, TN 37203 PHONE: (866) 263-3791	Cat Financial Commercial Account Citibank, N.A. P.O. Box 790449 St. Louis, MO 63179 1-877-225-0016
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