



BLANCHARD MACHINERY COMPANY
Application for Credit

OFFICE USE ONLY
Branch: _____ Customer No: _____

Email Application to: creditapps@blanchardmachinery.com OR Fax to 866-423-9278

3151 Charleston Hwy., West Columbia, SC 29172 or PO Box 7517, Columbia, SC 29202, Phone 803-791-7100, Toll Free 800-922-2790

GENERAL INFORMATION : (PLEASE PRINT OR TYPE) Date _____ Submitted by: _____

Legal Business Name _____ Federal ID # _____

Physical Address _____ County _____

Business# _____ Fax# _____ E-mail _____

Business Start Date _____ # Employees _____ Web Address _____

Type of Business: Sole Proprietorship Corporation General Partnership L.L.C.- If an L.L.C., please attach Articles of Organization and Operating Agreement

Other _____ **IF INCORPORATED-** Date _____ State _____

Type of Business: Heavy Construction Mining Industrial Contractor Site Prep Landscaping Forestry Government Equip Repair Equip Rental House

Other _____ Anticipated Monthly Purchase/Rental Volume \$ _____

Bonding Company _____ Contact _____ Phone _____

***Required for Rental**

***Insurance Company** _____ Contact _____ Phone _____

LIST CORPORATE OFFICERS, PARTNERS, OR OWNER(S): (Please attach additional sheet, if necessary. Additional financial information may be required.)

Name/Title _____ Name/Title _____

Home Address _____ Home Address _____

% Ownership _____ Phone # _____ % Ownership _____ Phone # _____

DOB _____ SS# _____ Annual Income \$ _____ DOB _____ SS# _____ Annual Income \$ _____

Net Worth \$ _____ Monthly Housing Payment \$ _____ Net Worth \$ _____ Monthly Housing Payment \$ _____

BILLING ADDRESS _____ Fax _____

PRIMARY A/P Contact: _____ Phone _____ Email _____

SECONDARY A/P Contact: _____ Phone _____ Email _____

Invoice Preference: Paper Paper and PDF PDF Only ** PDF Email(s): _____

All customers are set up on "My Blanchard" allowing on-line access to invoices and bill-paying options.

Parts Purchase Contact & Phone# _____ Sales/Rentals Contact & Phone# _____

Purchase Order Required? Yes No Tax-Exempt? No Yes - If yes, Tax Exemption form or certificate must be attached.

(*Unless otherwise indicated all employees and other permissive users have authority to use this account. Please attach letter with any special requirements.)

Has this Business or any Business owned by a principal owner or officer ever declared bankruptcy? No Yes- If so, When and Company name _____

Are there any outstanding liens or judgments? No Yes - If Yes, please attach listing of creditor and amount _____

Has this company or any owner/member/officer/partner ever applied previously for a line of credit with Blanchard, or any other Caterpillar Dealer? No Yes - If so, indicate

Name(s) of applicant, approximate date, and Caterpillar Dealer (if other than Blanchard) _____

BANK/FINANCE REFERENCES: (Include personal bank if proprietorship or partnership) PLEASE PROVIDE: Name of Bank or Finance Company, Contact, Phone#

1 _____ Checking Savings Loan * Account# _____

2 _____ Checking Savings Loan * Account# _____

TRADE REFERENCES: (Please exclude credit cards, and utilities.) PLEASE PROVIDE: Name of Supplier - City - State - Contact - Phone #

1 _____

2 _____

3 _____

TERMS AND CONDITIONS OF CREDIT

The undersigned applicant, _____ (“Applicant”), hereby makes this application to Blanchard Machinery Company, which includes all divisions of Blanchard Machinery Company (Blanchard Rental Service/Blanchard Compact Equipment/Blanchard Power Systems/Pioneer South Carolina/IronMart), for credit. Blanchard Machinery Company and all divisions of Blanchard Machinery Company are referred to herein as “Blanchard.” If credit is granted, Applicant agrees to pay all bills in accordance with the terms stated(s) on the invoice(s) and/or in accordance with this Agreement. Applicant understands that payment terms may vary, depending on the type of transaction. Generally speaking, if the terms of payment are not stated on the invoice(s), Applicant shall pay for purchase(s) as follows: (a) for parts and/or service on an open account, payment is due within 30 days from the date of the invoice; (b) for a rental on open account, payment will be due within 10 days from the date of the invoice, and all subsequent rentals must be paid within 10 days from the date of each invoice; (c) for an equipment purchase on an open account, payment is due upon receipt. Payments on installment sales contracts and/or note payments are due in accordance with the terms of the installment contract and/or promissory note. A service charge, i.e. interest charge(s), of 1½% per month (18% annum) will be charged on all balances exceeding terms and this charge does not relieve Applicant of Applicant’s obligation to pay for purchase(s) when due. Applicant understands and agrees that the service charge is subject to adjustment by Blanchard, without further notice. Applicant and all other person(s) signing this application warrant that the information provided to Blanchard herein or in connection with this application is true and correct. Applicant authorizes Blanchard and/or any party which may provide credit to Applicant hereunder to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any financial information concerning Applicant or such other person (including personal financial information and credit bureau reports) as Blanchard may deem appropriate, and to share all such information with the other. I/We hereby expressly provide Blanchard with my/our express permission to obtain credit reports now and at any time in the future as long as I/we maintain an open account or have an unpaid balance with Blanchard. Applicant furthermore agrees to hold Blanchard, all creditors and other persons free from liability who may respond to inquiries made by Blanchard. In the event that Applicant elects to purchase equipment from Blanchard and seeks assistance from Blanchard in procuring financing, Applicant and/or its principals hereby authorize Blanchard to share financial information with third party financing companies (e.g. Caterpillar Financial, Wells Fargo, Bank of America, etc...) and hereby expressly authorize Blanchard and the third party financial entity/institution to access credit reports from credit bureaus. Applicant understands and acknowledges that Applicant must notify Blanchard by actual delivery in writing, by certified mail (addressed to *Blanchard Machinery Company, Attn: CFO, P.O. Box 7517, Columbia, SC 29202*), of any changes in ownership or name of the business under which credit is established. Applicant understands that Applicant’s account privileges may be cancelled at any time, for any reason, at the discretion of Blanchard. If, for any reason, Applicant’s account has to be placed with an attorney for collection, Blanchard shall be entitled to reasonable attorney’s fees plus all costs of collections, including expenses. Applicant agrees, jointly and severally, to pay any and all sums that may become payable under this account for any sale or rental to Applicant or to any person with actual or apparent authority to utilize this account. As security for Applicant’s obligation to pay all amounts due in respect of credit extended by Blanchard, Applicant grants to Blanchard a security interest in, and lien on, all property of Applicant now or hereafter in the possession of Applicant, including, without in any way limiting the foregoing, all equipment, including construction and farm equipment, all accounts, accounts receivable, deposits, deposit accounts, all inventory, all contract rights, claims and demands of every kind, settlements, all general intangibles, all goods and monies, all chattel paper, all instruments, documents of title, policies and certificates of insurance, insurance proceeds, insurance premium rebates/refunds, securities, state federal and local tax refunds to which the Applicant is or becomes entitled, no matter how or when arising, including but not limited to any carryback tax refunds, insurance proceeds, refunds, premium rebates, regardless of when such asset(s) were acquired by Applicant and wherever located, together with and including replacements thereof, all present and future attachments and accessories thereto, all cash and non-cash proceeds and products and proceeds thereof. Applicant further acknowledges and agrees that Blanchard shall have a security interest in and lien on, all equipment on which Blanchard performs services or for which it furnishes parts and/or labor. Applicant hereby authorizes Blanchard to sign, on behalf of Applicant, and file appropriate Uniform Commercial Code financing statements to perfect Blanchard’s security interest(s). Blanchard shall have all rights and remedies of a secured party under the Uniform Commercial Code. Applicant waives any and all rights of notice(s) or bond and acknowledges that all transactions with Blanchard are commercial transactions. Should suit be instituted for any indebtedness due and owing to Blanchard, Applicant consents to venue being in Lexington County, South Carolina, in the sole discretion of Blanchard. In the event Blanchard has to file a lawsuit and/or defend itself against claims/counter claims by Applicant and/or to enforce the terms of this Application for Credit (or submit and/or respond any claim to any Court of any jurisdiction), the Applicant agrees that Jurisdiction and Venue are proper in Lexington County, South Carolina, in the sole discretion of Blanchard. **IN THE EVENT BLANCHARD HAS TO FILE A LAWSUIT TO ENFORCE THE TERMS OF THIS APPLICATION FOR CREDIT AND/OR IF THE APPLICANT ASSERTS ANY CLAIMS/COUNTERCLAIMS AGAINST BLANCHARD AND/OR IF THERE IS ANY DISPUTE BETWEEN APPLICANT AND BLANCHARD, FOR ANY REASON, THE APPLICANT HEREBY EXPRESSLY WAIVES ITS/HIS/HER/THEIR RIGHT TO A JURY TRIAL ON ANY MATTER FOR ANY REASON.**

This application is for commercial use. NOTICE TO APPLICANT – DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT.

SIGNATURE REQUIREMENTS: (1) IF A CORPORATION: MUST HAVE SIGNATURE OF AUTHORIZED OFFICER HERE, AND IN THE GUARANTY IF APPLICABLE (2) IF A PARTNERSHIP: MUST HAVE SIGNATURE OF ALL PARTNERS HERE, AND IN THE GUARANTY IF APPLICABLE (3) IF AN INDIVIDUAL: MUST HAVE SIGNATURE OF INDIVIDUAL HERE, AND IN THE GUARANTY IF APPLICABLE (4) IF AN LLC: MUST HAVE SIGNATURE OF MEMBER AND/OR MANAGER AUTHORIZED BY THE GOVERNING DOCUMENTS HERE, AND IN THE GUARANTY IF APPLICABLE

Applicant’s Signature(s) Company Print Name and Title Date

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PERSONAL GUARANTY

FOR VALUE RECEIVED, AND IN CONSIDERATION OF THE CREDIT HERETOFORE AND HEREAFTER EXTENDED TO Legal Business Name _____ (“Debtor”) by Blanchard Machinery Company, which includes all divisions of Blanchard Machinery Company (Blanchard Rental Service/Blanchard Compact Equipment/Blanchard Power Systems/Pioneer South Carolina/IronMart), the undersigned, whether one or more, jointly, severally, and unconditionally as primary obligors, guarantee the full and prompt payment, upon demand, when due of all indebtedness now and hereafter owing by Debtor to Blanchard. Blanchard Machinery Company and all divisions of Blanchard Machinery Company are referred to herein as “Blanchard.” “Undersigned” means and includes every person executing this Guaranty, their heirs, successors, executors and administrators. The undersigned further agrees that this guaranty is a continuing unconditional guaranty of all indebtedness of Debtor to Blanchard now and hereafter incurred during the existence hereof and that it shall be conclusively presumed that all extensions of credit and financial accommodations by Blanchard to Debtor made concurrently herewith or hereafter were made in reliance upon this Guaranty. This Guaranty shall continue until such time as Blanchard receives written notice of termination via certified mail, i.e. actual delivery, to *Blanchard Machinery Company, Attn: CFO, P.O. Box 7517, Columbia, SC 29202*. It being understood and agreed by the undersigned that such notice of termination shall not relieve the undersigned’s obligation(s) to Blanchard for any indebtedness then owing to Blanchard by Debtor and that this Guaranty shall continue as to any such indebtedness until the same is fully paid, discharged and satisfied. The undersigned hereby waives notice of acceptance of this Guaranty, notice of the accrual, renewal and extension of Debtor’s indebtedness and notice of Debtor’s default. If, for any reason, Applicant(s) account has to be placed with an attorney for collection, Blanchard shall be entitled to its reasonable attorney’s fees plus all costs of collections including expenses from the undersigned. As used herein “indebtedness” means and includes every claim, demand, right and/or cause of action of every kind or character and all extensions and renewals thereof, whether arising by reason of sales and/or leases of goods, merchandise or services on open account, promissory notes, interest, express or implied contracts, or tort, or any other matter, or whether constituting a joint or several, direct or indirect, primary or secondary, liability of Debtor to Blanchard. As security for undersigned’s obligation to pay all amounts due in accordance with this personal guaranty, the undersigned grants to Blanchard a security interest in, and lien on, all property of the undersigned now or hereafter in the possession of undersigned, including, without in any way limiting the foregoing, all equipment, including construction and farm equipment, all accounts, accounts receivable, deposits, deposit accounts, all inventory, all contract rights, claims and demands of every kind, settlements, all general intangibles, all goods and monies, all chattel paper, all instruments, documents of title, policies and certificates of insurance, insurance proceeds, insurance premium rebates/refunds, securities, state federal and local tax refunds to which the undersigned is or becomes entitled, no matter how or when arising, including but not limited to any carryback tax refunds, insurance proceeds, refunds, premium rebates, regardless of when such asset(s) were acquired by the undersigned and wherever located, together with and including replacements thereof, all present and future attachments and accessories thereto, all cash/non-cash proceeds, products and proceeds thereof. The undersigned further acknowledges and agrees that Blanchard shall have a security interest in and lien on, all equipment on which Blanchard performs services or for which it furnishes parts and/or labor. The undersigned hereby authorizes Blanchard to sign, on behalf of the undersigned, and file appropriate Uniform Commercial Code financing statements to perfect Blanchard’s security interest(s). Blanchard shall have all rights and remedies of a secured party under the Uniform Commercial Code. The undersigned waives any and all rights of notice(s) or bond and acknowledges that all transactions with Blanchard are commercial transactions. Should suit be instituted for any indebtedness due and owing to Blanchard the undersigned consents to venue being in Lexington County, South Carolina, in the sole discretion of Blanchard. In the event Blanchard has to file a lawsuit and/or defend itself against claims/counter claims and/or to enforce the terms of this personal guaranty (or submit and/or respond any claim to any Court of any jurisdiction), the undersigned agrees that Jurisdiction and Venue are proper in Lexington County, South Carolina, in the sole discretion of Blanchard. **IN THE EVENT BLANCHARD HAS TO FILE A LAWSUIT TO ENFORCE THE TERMS OF THIS PERSONAL GUARANTY AND/OR IF THE UNDERSIGNED ASSERTS ANY CLAIMS/COUNTERCLAIMS AGAINST BLANCHARD AND/OR IF THERE IS ANY DISPUTE BETWEEN THE UNDERSIGNED AND BLANCHARD, FOR ANY REASON, THE UNDERSIGNED HEREBY EXPRESSLY WAIVES ITS/HIS/HER/THEIR RIGHT TO A JURY TRIAL ON ANY MATTER FOR ANY REASON.**

EXECUTED EFFECTIVE this _____ day of _____, 20_____.

Guarantor Signature _____ Witness Signature _____
An Individual Guarantor
 Print Name _____ Print Name _____

Guarantor Signature _____ Witness Signature _____
An Individual Guarantor
 Print Name _____ Print Name _____

Guarantor Signature _____ Witness Signature _____
An Individual Guarantor
 Print Name _____ Print Name _____

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided applicant has the capacity to enter into a binding contract), because all or part of the applicant’s income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this lender is the FTC Regional Office, Equal Credit Opportunity, Washington, DC 20580