CREDIT APPLICATION



Salesperson_____

Bobcat Central Bobcat of Fresno Bobcat Central - Merced Bobcat of Sacramento Bobcat of Reno Big Valley Tractor Central Valley Rental Central Heavy

| Federal ID# | | Salespersur | | | |
|--|-------------------------------|--|--|---|--|
| Company name_ | | CHECK ONE | | | |
| | | | Bobcat Cent | | |
| Address | | | | | |
| | | | □ Bobcat Central - Merced□ Bobcat of Sacramento | | |
| City, State, Zip | | - | 5 | | |
| | _ | Big Valley Tractor | | ractor | |
| A/P contact Fax () | | | Central Valley Rentals Central Heavy | | |
| Home Ph ()Office () | | | | • | |
| nome Fir ()onice ()_ | | TYPE OF BUSINESS | | | |
| Cell ()Email | | □ Sole Proprietorship | | | |
| Celi ()Liliali | | | Partnership | :II:b O a man a man | |
| No. of years in business No. of years at t | thic location | | | Limited Liability Company Corporation in the state of | |
| No. of years in business No. of years at t | IIIIS 10CaliOII | | S CORP | in the state oi | |
| Ownership or Corp. Officer | | <u> </u> | | | |
| Name of Owner/Pres | Ph. No () | | SS# | | |
| Home Address | City | | State | Zip | |
| Name of Owner/VP | Ph. No () | | SS# | r | |
| Home Address | City | | State | Zip | |
| Name of Owner | Ph. No () | | SS# | - -F | |
| 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 | |
| Please check the appropriate items (check more | than one if applicable). This | information will en | able us to bette | er serve your needs | |
| Type of machine | | ry Business | | | |
| ConstructionBobcatConstructionDemolition | Municipal | | _ | Farming | |
| | Landscape | /Pool | _ | Vineyards | |
| Vianiliacilirin | Rental | | | | |
| ManufacturinDoosanMining Other | Rental Dairy | | _ | Row Crops Orchards | |

Credit Application Sales Charge Agreement

The undersigned ("Customer") hereby applies to Bobcat Central, Inc. and DNF, Inc. DNF, Inc. includes the following DBAs Bobcat of Fresno, Bobcat of Reno, Bobcat of Sacramento, Central Heavy, Big Valley Tractor and Central Valley Rental. Both legal entities and DBAs listed above will be referred to as the "the Company" throughout the rest of the document. The for approval of open account credit terms in the event "the Company" 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 and parts 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. The Company reserves the right to refuse to extend further credit or permit further purchases or limit the amount or types of items that can be purchased on account, based on the Company's disgretion pursuant to this agreement. The Company's approved credit limit extended to customer is only for use at the Company's various legal companies and and DBA listed above. The Company may in its sole and absolute discretion, extend to customer credit in excess of the Company's credit limit without limiting customer's liability hereunder.
- 6. Customer acknowledges and agrees that the Company makes no warranties, express or implied, other than those stated on invoices, and as provided by the equipment and parts manufacturers. The Company'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. Customer acknowledges and agrees that they are are responsible to pay any and all costs incurred in the enforcement of this agreement and collection of outstanding accounts recievable balances on their account, which includes but limited to collection agency and attorney's fees. The customer agrees to 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. The Company 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 the Company information needed or requested by the Company 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 the Company, CVR harmless against any claims of third parties arising from or relation to customer's use of such equipment.
- 1. Customer shall be bound by the terms and conditions of the Company rental agreement.
- 12. In the event the Company owes funds to customer for rental credit or other amounts, the Company 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 the Company 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 sub-rents the equipment rented from the Company 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

The Companyistomer (regardless of legal structure) 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 the Company or other prospective lenders used on behalf of the customer or guarantor 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 the Company about customers and guarantor's saving and checking accounts and loans. If the Company extends credit as a result of this application, customer and, if applicable, guarantor agrees to make payment promptly and in accordance with the Company'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 an authorized individual at the Company's corporate headquarters in Stockton, California. It is further agreed that electronic (pdf) or 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. Otherwise payment is due in full on the specified due date.

Signature of authorized corporate officer required

Signature Name Please print name Title Name Date Please print name Personal Guaranty In consideration of the extension of credit by the Company 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 the Company. Including collection charges and/or attorney fees. This shall be an open and continued guarantee and shall continue in force not withstanding any change in the form of such independence or renewal operations there of denied by the Company, 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 manager, 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 Please print name Date Name Please print name Credit Approved \$ Credit Disapproved

3516 Newton Road, Stockton, CA 95205

(209) 466-9631 (209) 466-7438 Fax