

**SECTIONS 1-3 ARE REQUIRED FOR ALL CUSTOMERS**

**1 CUSTOMER**

*Check here if a COD account is desired*

Exact Business Name \_\_\_\_\_ DBA (if any) \_\_\_\_\_

Type of Business  Corporation  Limited Liability Co  General Partnership  Limited Partnership  Sole Proprietor  Municipality  Trust  Other

Description of Business \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_ E-Mail \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State/Zip \_\_\_\_\_ / \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State/Zip \_\_\_\_\_ / \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Business Start Date \_\_\_\_\_ Years as Owner of this Business \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_ State Incorporated \_\_\_\_\_ Sales Tax Exempt  Yes (please attach certificate)  No

Machine Fleet Size \_\_\_\_\_

Prior bankruptcy?  No  Personal  Current Business  Prior Business

Active liens or judgments?  No  Liens  Judgments Purchase Order Required?  Yes  No

**2 OWNERSHIP: Provide copy of government issued ID for all owners completing this section**

1) Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_/\_\_\_\_/\_\_\_\_ % of Ownership \_\_\_\_% Net Worth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_ / \_\_\_\_\_ Annual Income \_\_\_\_\_

2) Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_/\_\_\_\_/\_\_\_\_ % of Ownership \_\_\_\_% Net Worth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_ / \_\_\_\_\_ Annual Income \_\_\_\_\_

*For more than 2 owners, complete OWNERSHIP section and sign an additional Credit Application.*

**3 REFERENCES**

	Phone #	Contact Name	Account #	Average Balance
Primary Bank Name (Checking Account Specific)				
Additional (Bank/Trade/Equipment Rental/Bonding)				

**FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases:**

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand  
*Additional financial information may be required.*

**CREDIT AGREEMENT: (PLEASE READ BEFORE SIGNING)**

**Parts and Service:** All invoices are due and payable 30 days after invoice date

**Equipment Rental:** All invoices are due and payable on or before the beginning of each rental period

**Machine Sales:** All invoices are due and payable in full on or before delivery unless otherwise stated in the contract and/or purchase order

**Generator Sales:** All invoices are due and payable 30 days from invoice. Start-up subject to previous payments of 90% of the project. Retainage may not exceed 10%

**If Foley or its designee extends credit, Applicant agrees to pay invoices in accordance with the terms and conditions herein and contained on invoices. Accounts not paid on time are subject to a 1.5% monthly (18% annual) finance charge. Further Applicant agrees to be liable for all collection costs and fees incurred by Foley or its designee(s), including reasonable attorney's fees in connection with the collection of Applicant's indebtedness owing to Foley or its designee(s). Account privileges may be withdrawn at any time without notice.**

**Once completed, printed, and signed, kindly submit both pages via Fax: 732-885-1242 or e-mail: NewAccounts@foleyinc.com**

My Foley sales or service contact person: \_\_\_\_\_

Dept: Parts Rentals Construction Equipment Sale Power Equipment Sale or Rental Service for: \_\_\_\_\_

**NOTICES**

**Definitions:** The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") (the "Cat Financial Companies"), and/or Foley, Incorporated, either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies".

**Representations and warranties:** You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

**Privacy Notice:** You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any *personal or* business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (f) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by Foley, Inc. will be made by Foley, Inc. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you.

**If the Caterpillar Dealer or its designee extends credit, Applicant agrees to pay invoices in accordance with the terms and conditions on invoices. Accounts not paid on time are subject to a 1.5% monthly (18% annual) finance charge. Further, Applicant agrees to be liable for all collection costs and fees incurred by Caterpillar Dealer or its designee, including reasonable attorney's fees in connection with the collection of Applicant's indebtedness owing to Caterpillar Dealer or its designee(s). If Applicant's application for business credit is denied, Applicant has the right to a written statement of the specific reasons for the denial. To obtain such statement, please contact the Caterpillar Dealer that may have accepted this application, or its designee.**

You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

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 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 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 these creditors is the FTC Regional Office for the region in which we operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. We Comply with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about Applicant while processing this application.

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 the statement, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Foley, Incorporated, 855 Centennial Avenue, Piscataway, NJ 08854-3912  
Caterpillar Financial Services Corporation, 2120 West End Avenue, Nashville, TN 37203-5251

**PERSONAL GUARANTY - if applicable**

If an Account is opened in response to the foregoing application, in consideration of the Caterpillar Dealer or its designee, and/or Caterpillar Financial Services Corporation granting to Applicant the Account, the undersigned guarantor ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations under the agreement establishing the Account (the "Agreement"), and further agrees, in the event of any default under the Agreement, to pay the total balance due on the Account under demand, without requiring the Caterpillar Dealer or its designee, Caterpillar Financial Services Corporation, or their respective assignees to make demand and/or proceed first to enforce the Agreement against Applicant. Guarantor waives presentment, demand, protest and notice of any kind, including but not limited to, notice of any modifications, amendments, or extensions of the Agreement, and of Applicant's nonperformance or breach of the Agreement. The payment obligations of Guarantor are the 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. By signing below, the Guarantor also agrees, individually and not on behalf of Applicant, that the Caterpillar Dealer or its designee, Caterpillar Financial Services Corporation, or their respective designees may obtain credit reports on Guarantor from credit reporting agencies, and otherwise investigate the credit of Guarantor, and hereby instructs all credit reporting agencies to provide the Caterpillar Dealer or its designee, Caterpillar Financial Services Corporation with such credit reports upon request.

1) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
2) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**SIGNATURES**

**Required signatures:** If you are a legal entity, an authorized person\* must sign below on your behalf, or an owner listed in section 2 of this credit application.

\*[For a Corporation: a corporate officer; for an LLC: a managing member or other member duly authorized to sign; for a partnership or a sole proprietorship: each owner must sign below.]

1) Signature: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_ Date \_\_\_\_\_  
2) Signature: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_ Date \_\_\_\_\_  
3) Signature: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_ Date \_\_\_\_\_