

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 this credit application is for Business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. 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 (Requested from all LLC's and any business in existence less than two years)

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 BELOW - Please print out application and sign in ink:

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 _____



Foley Rents COD Policy

The following procedure has been established so that COD rental agreements are maintained in a timely manner to ensure prompt and accurate invoices, refunds, and damage collections.

COD Rental Requirements

- Credit Card Authorization Form
- Copy of the credit card owner's driver's license
- A full jobsite address
- Payment in full must be secured and processed for approval prior to releasing the rental.

Upfront Charge will be calculated as follows:

- Rental amount for the specified length of rental
- REP charge of 17% if applicable
- Transportation, environmental fee, and tax if applicable
- Security Deposit
 - Equal to the 2-week rental rate charge of the equipment on the rental agreement.

Refunding Deposit and Remaining Balance

Once the equipment has been returned and a final invoice has been created, a refund may be due to the customer. Before that refund can be completed, the credit department will ensure there is no uncollected balance on the customer's account, and the Rental Service Department will ensure there are no damages on the rental equipment. Once both approvals have been attained, the refund will be processed.

Credit Card Authorization Form

I, _____, by executing this agreement, unconditionally authorize Foley Inc and its' divisions to charge the following credit card:

Billing Information	
Name, Company, Group or Organization:	
Address:	
City, State, ZIP Code:	
Phone Number:	Email Address (for receipts):

Credit Card Information	
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX	
<input type="checkbox"/> Other, please specify:	
Cardholder Name (as shown on card):	
Card Number:	
Expiration Date (mm/yyyy):	Security Code (CVV):
Cardholder ZIP Code:	
Charge Amount: \$	

Pricing Notice: A 3% surcharge will be added to all credit card transactions, which is not greater than our cost of acceptance. This charge does not apply when paying by cash, check, debit card or Cat® Card.

I certify the information contained herein is true and correct, and that I am authorized to charge this purchase to the above credit card number.

Signature

Date



Please submit this form via email, fax, or mail to:
Foley, Inc (Attn: Credit Department)
855 Centennial Avenue, Piscataway, NJ 08855
Fax: 732-885-1242
Email: credit@foleyinc.com

RENTAL EQUIPMENT PROTECTION

FOLEY RENTS



Protect yourself and your business, and limit your financial liability from damage to the equipment you are renting.

- ✓ IMMEDIATE PROTECTION
- ✓ EXTENSIVE COVERAGE
- ✓ PEACE OF MIND

Rental Equipment Protection (REP) is an All-Risk Loss Damage Waiver for hassle-free claims. "All risk" means the damage or loss is covered unless specifically excluded. REP is not an insurance policy; it is an optional coverage offered to limit your liability for physical damage or loss of equipment while on rent. If your insurance does not cover replacement cost of equipment you rent, you may be liable for the difference between the replacement cost and the actual cash value. REP covers replacement cost, protecting you from additional charges. Additionally, using REP means your policy premiums will not be impacted by claims.

HOW IT WORKS

If you do not provide a compliant certificate of insurance, REP will be automatically applied.

In the event of a covered incident, a deductible will apply based on the value of the equipment.

COST

18% of rental rate

DEDUCTIBLE

\$1,000 (equip valued up to \$25,000)

\$2,500 (equip valued > \$25,000)

\$10,000 (over water use)

WHAT IT COVERS

- ✓ Accidental Damage
- ✓ Collisions (not in transit)
- ✓ Earthquakes
- ✓ Falling object
- ✓ Fire
- ✓ Flood
- ✓ Hail
- ✓ Wind
- ✓ Ingestion
- ✓ Overturns
- ✓ Theft (police report required)
- ✓ Vandalism (police report required)
- ✓ Non-Excluded Perils
- ✓ Over Water Applications

IN THE EVENT OF A LOSS

Call Foley Rents immediately if rented equipment is damaged or lost.

Failure to timely report and provide a customer statement could invalidate the protection.

Piscataway Campus

(888) 417-6464

Bensalem Campus

(215) 244-3850

REP DOES NOT COVER equipment licensed for road use or mining equipment. Liability insurance is still required from all customers renting equipment. The following are also excluded from REP: *Civil Authority, Contamination/Deterioration, Criminal, Fraudulent, Dishonest, Illegal Activity, False Pre-tense, Incidental Damages, In Transit Damages, Loss of Use, Mechanical/Electrical Failures, Missing Property/Mysterious Disappearance, Nuclear Hazard, Operation or Maintenance Contrary to Manufacturer Specifications, Pollutants, Temperature/Humidity, War and Military Action, Wear and Tear, Weight of Load.*

Contact your Rental Rep for more information on how you can better protect your business.

Visit foleyinc.com for full rental terms and conditions.





FOLEY RENTS MINIMUM INSURANCE REQUIREMENTS

Prior to renting **ALL** customers will purchase and maintain and provide evidence of, at its own cost and with companies rated not less than “A-, Class VII” or better the following coverage. Please forward the minimum requirements below to your insurance agent.

GENERAL LIABILITY – Required on ALL Rentals	
COVERAGE	REQUIRED LIMIT
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
AUTOMOBILE LIABILITY - \$1,000,000 Combined Single Limit – Required for On Road Vehicle Rentals	
WORKERS COMPENSATION no less than minimum required by law – Required on ALL Rentals	
If purchasing REP coverage, Leased/Rented coverage NOT required	
LEASED/RENTED OR EQUIPMENT FLOATER - Foley, Inc. as Loss Payee – Required on ALL Rentals	
COVERAGE	REQUIRED LIMIT
Each Occurrence	Must meet Actual Replacement Value of equipment being rented
CERTIFICATE HOLDER	
Certificate Holder must list: Foley, Incorporated 855 Centennial Avenue Piscataway, NJ 08854 Attn: insurance@foleyinc.com	
ADDITIONAL INSURANCE REQUIREMENTS	
All Leased/Rented Equipment by the Named Insured Foley, Incorporated 855 Centennial Avenue, Piscataway, NJ 08854. Foley, Incorporated is included as Additional Insured on General Liability/Auto Liability and Loss Payee on Leased/Rented Equipment as required by written contract. Waiver of subrogation is included with respect to all coverages evidenced.	
All insurance shall be in a form reasonably satisfactory to Foley, Incorporated and shall provide that it is not cancelled or terminated except after thirty (30) days prior written notice.	

Upon request the full policy including endorsement(s) are to be submitted.

Customer acknowledges and agrees to purchase and maintain the minimum insurance limits and coverage set forth herein. Customer also acknowledges that the insurance coverage limits stated herein are minimum coverage requirements, not limitations of liability. Any insurance maintained by Foley, Inc. shall be excess and non-contributory.

For your convenience, sample coi's are provided on the following pages!

Sample 1:

Rented/Leased insurance is present on the coi.

Sample 2:

Rented/Leased insurance is not present on the coi, and evidence of property insurance cert is provided.

Please send all coi's and any coi, insurance related questions to insurance@foleyinc.com !

Thank you in advance,

Foley Insurance Team



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
00/00/0000

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY XXXXXXXX		PHONE (A/C, No, Ext):	COMPANY XXXXXXXX	
FAX (A/C, No):	E-MAIL ADDRESS: XXXXXXXXX			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER XXXXXXXXXX
INSURED Sample #2		EFFECTIVE DATE 00/00/0000	EXPIRATION DATE 00/00/0000	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
SAMPLE ADDRESS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
Rented/Leased Equipment					\$Limit	\$ if applicable

Rented/Leased is present

REMARKS (Including Special Conditions)

"All Rented/Leased Equipment by the Named Insured Foley, Incorporated 855 Centennial Avenue Piscataway NJ 08854. Foley Incorporated is included as additional insured on general liability/auto liability and loss payee on rented/leased equipment as required by written contract. Waiver of subrogation is included with respect to all coverages evidenced."

← Proper Verbiage is displayed here

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Foley Inc 833 Centennial Avenue Piscataway NJ 08854	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE			

← Foley's address and company name are displayed here

Loss Payee is checked off