

# Application for Credit Account

## Bobcat of Knoxville / Chattanooga

P.O. Box 50456 • Knoxville TN 37950-0456

Knoxville Phone (865) 588-8115 • Fax (865) 588-1545

Chattanooga Phone (423) 698-4679 • Fax (423) 698-5258

Date: \_\_\_\_\_

Business Name \_\_\_\_\_ FEIN \_\_\_\_\_

Applicant Name \_\_\_\_\_ SSN \_\_\_\_\_

Billing Address: \_\_\_\_\_ Office Phone# \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax # \_\_\_\_\_

Ship To Address \_\_\_\_\_ Cell/Pgr # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ E-Mail: \_\_\_\_\_

Business Structure: Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_

Name of Owner/Partners (required)	Home Address	Phone
1.) _____	_____	_____
2.) _____	_____	_____
3.) _____	_____	_____

Primary type of business: Construction \_\_\_\_\_ Electrical \_\_\_\_\_ Excavation \_\_\_\_\_ Farming \_\_\_\_\_  
Landscaping \_\_\_\_\_ Manufacturing \_\_\_\_\_ Nursery \_\_\_\_\_ Paving \_\_\_\_\_ Other \_\_\_\_\_

Number of years in business: \_\_\_\_\_ Number of employees: \_\_\_\_\_

Have you ever filed for Bankruptcy: No \_\_\_\_\_ Yes \_\_\_\_\_ If yes, date: \_\_\_\_\_

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

Bank Address: \_\_\_\_\_

Type of Account: Checking: \_\_\_\_\_ # \_\_\_\_\_ Payroll: \_\_\_\_\_ # \_\_\_\_\_

Savings: \_\_\_\_\_ # \_\_\_\_\_ Loan: \_\_\_\_\_ # \_\_\_\_\_

Trade References (Suppliers, Finance Company, Etc.)

Business Name	Address	Phone	Contact Name
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

Anticipated monthly purchase: \$ \_\_\_\_\_ Requested Credit Limit: \$ \_\_\_\_\_

Sales Tax Exempt Status: Non-Profit Organization \_\_\_\_\_, Church \_\_\_\_\_, Governmental \_\_\_\_\_  
Re-renter \_\_\_\_\_, Farming \_\_\_\_\_, Manufacturing \_\_\_\_\_, Other \_\_\_\_\_

Tax Exempt # \_\_\_\_\_ (must attach copy of Tax Certificate)

Purchase Order required? Yes \_\_\_\_\_ No \_\_\_\_\_ Please note any restrictions: \_\_\_\_\_

Purchasing Agent or contact person: \_\_\_\_\_

**BOBCAT OF KNOXVILLE/CHATTANOOGA SECURITY AGREEMENT &  
UNCONDITIONAL GUARANTEE OF PAYMENT**

The term "Applicant" includes the Company or entity requesting credit, its owners or principals who supply credit information and all guarantors to this Agreement. The term "Bobcat" shall mean Viking Equipment Inc. dba Bobcat of Bobcat of Knoxville/Chattanooga and any entity affiliated with or related to Viking Equipment Inc. from which Applicant obtains credit or purchases product, at any time, whether now or in the future.

1. All sales are governed by the Terms and Conditions contained in Bobcat's invoices, rental contracts, price sheets, sales literature, or shipping documents.
2. Prices are subject to price in effect at time of shipment. All sales are subject to credit approval at time of sale.
3. Applicant grants Bobcat permission to investigate and verify references and credit information. Applicant and its agent(s) authorize any and all banks, financial institutions, and other credit reporting agencies to furnish credit information to Bobcat. Applicant understands these are representations to Bobcat on which Bobcat will rely upon in granting credit. Bobcat is under no obligation to grant credit and may revoke any future credit at any time without notice.
4. Applicant grants Bobcat a purchase money security interest in all unpaid goods until the invoice cost and any collection costs are paid in full. By signing this Application, Applicant and all additional parties signing with Applicant are deemed to have provided Bobcat with an authenticated signature un the Uniform Commercial Code. Applicant shall allow Bobcat to file a financing statement evidencing this Security Agreement.
5. All liabilities of Applicant shall mature, if they have not already matured, immediately upon any default by Applicant in its credit terms, insolvency of Applicant, the appointment of receiver for Applicant or Applicant's property, the filing of a voluntary or involuntary petition of bankruptcy, reorganization or arrangement, the making of assignment for the benefit of creditors or the calling of a meeting or creditors of Applicant or in the event that Bobcat deems itself insecure.
6. In the event the account is placed for collections, Applicant agrees to pay all expenses or collection to the extent permitted by law including costs and reasonable attorney fees.
7. This Agreement shall be governed and enforced in accordance with the law of the State of Tennessee. The parties consent that any action between the parties regarding to credit granted pursuant to this Agreement may be brought in any county or parish where Bobcat conducts business.
8. The invalidity of any provision of this agreement shall not affect the validity of the remaining provisions of this Agreement.
9. In consideration of Bobcat supplying goods or extending credit to the above Applicant, the undersigned (referred to here as "Guarantor" and elsewhere in this Agreement as "Applicant"), jointly and severally, unconditionally promises to pay, when due, without demand and without deduction for any setoff or counterclaim the full amount of all indebtedness or other obligation now or in the future due from Applicant to Bobcat together with interest, and all costs and expenses including reasonable attorney's fees incurred by Bobcat in collection of any indebtedness or enforcement of this guaranty. This is a continuing guaranty and is revocable only as to transactions entered into 30 days or more after receipt by Bobcat of written notice of termination sent by Guarantor by United States Mail to Bobcat of Knoxville PO Box 50456 Knoxville, TN 37950
10. Guarantor waives notice of acceptance, of orders, sales and deliveries to Applicant, and the amounts and terms of sale. Guarantor consents to and waives notice of any changes of the terms, withdrawal or extension of credit or time to pay, the release in whole or in part of any indebtedness, the release in whole or in part of one or more of the other guarantors, the settlement or compromise of defaults and disputes, the acceptance or release of security, if any, the acceptance of notes or any other form of security or obligation for Applicant's indebtedness, and the demand, protest and notice of protest of any such security or instrument. The obligations under this guaranty shall not be affected or waived by any time extension or other indulgences granted by Bobcat. Bobcat may, at its option, proceed in the first instance against Guarantor, each severally, any two or more jointly, or some severally and some jointly, to collect any debt covered by this guaranty, without first proceeding against Applicant, or any other person or other entity, and without first resorting to any property at any time held by Bobcat as collateral security.
11. Nothing in this guaranty shall be construed as a continuing obligation on Bobcat's part to sell goods or extend credit to Applicant.
12. This guaranty shall be interpreted according to the laws of the State of Tennessee. Guarantor consents that any lawsuits arising out of the obligations guaranteed might be brought in any county or parish where Bobcat conducts business.
13. This guaranty shall be binding upon the undersigned and the undersigned's heirs, legal representatives, successors or assigns and shall inure to the benefit of Bobcat's successors or assigns. The undersigned hereby authorize any and all banks, financial institutions, and other credit reporting agencies to furnish credit information to Bobcat to be used for the purpose of extending credit to the Applicant. If the undersigned Guarantor is a corporate or other entity, such Guarantor represents and warrants to Bobcat that the person signing the guaranty on behalf of the Guarantor is duly authorized to do so.

**The undersigned acknowledges the terms of this Credit Application, Personal Guaranty and Security Agreement. By signing the Agreement, the undersigned assumes (jointly and severally if there are more than one) and agrees to comply with all provisions of the Agreement and to pay all sums and charges on this or any account with Bobcat opened or maintained in any account name by Applicant or its agents, regardless of capacity in which signed.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature & Title of First Applicant/Guarantor

\_\_\_\_\_  
Signature & Title of Second Applicant/Guarantor

\_\_\_\_\_  
Print Name of First Applicant/ Guarantor

\_\_\_\_\_  
Print Name of Second Applicant/Guarantor

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number