



How did you hear about us? Sales Rep Yellow Pages Mailer Ad Website Other _____

Return to: **APPLICATION FOR CREDIT** Date: _____

KELLY TRACTOR CO. **DO NOT USE PENCIL** Salesman: _____
P.O. Box 520775 Fax: 305 463-6081
Miami, FL 33152 Attn: Credit Department

THE FOLLOWING INFORMATION IS SUBMITTED AS A BASIS FOR EXTENSION OF CREDIT BY KELLY TRACTOR CO. ITS DIVISIONS AND AFFILIATES (ALL HEREINAFTER JOINTLY AND SEVERALLY REFERRED TO AS KELLY TRACTOR CO.):

1. Legal name of business _____
Type of business _____
Year Established _____ Corporation Partnership LLC Single Owner
Federal ID # _____ A/P E-mail: _____
Established under the laws of the State of _____ Country _____
If exporting, which country is primary destination? _____

2. Business Address: Number _____
City _____ State _____ Zip _____
Country _____
Mailing Address: Number _____
(if different) City _____ State _____ Zip _____
Country _____ Attn: _____
Business Telephone: Area Code () _____ Fax: _____

3. Please list Owners, Partners, Officers, and or Primary Stockholders: (Required)

Name	S.S. #	Home Address	Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Expected monthly credit requirements: _____
(In order to induce credit extension in excess of US \$10,000 a financial statement must accompany this Application. Applicant swears or affirms that the information contained therein is true and correct and applicant agrees to furnish annual financial statements.)

5a. Commercial bank references:
Name of Bank _____ Telephone No. _____
Address _____ City _____ State _____ Zip _____
Checking Account? Yes No Account No. _____
Loan Experience? Yes No Name of Officer to contact: _____

5b. Trade References:
Company _____ Telephone No. _____
Address _____ Acct. # _____
Company _____ Telephone No. _____
Address _____ Acct. # _____
Company _____ Telephone No. _____
Address _____ Acct. # _____

6. If bonded please provide: Name of Bonding Co. _____ Phone _____
Address _____

7. Purchase order required? Yes No Please list any special invoice instructions. _____

8. NOTICE: Applicant and each other person signing on the reverse side warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other.

9. As partial consideration for the extension of credit, the undersigned agree to the following terms:

All charges incurred during any month are due and payable net 30 days from invoice date. In case payment is not made as specified, a service charge of 1.5% per month on the past due balances is authorized to be added to the amount due KELLY TRACTOR CO.

It is agreed that any claims for shortages will be made in writing within five days after shipment, and claims based on defective material of workmanship will be made in writing within fifteen days after invoice date.

In the event it becomes necessary to place the account with an attorney for collection, we agree to pay all costs of collection, including attorneys fees and hereby waive our privilege of being sued in the county of our residence and agree that suit may be brought in Dade or Broward County, Florida USA.

KELLY TRACTOR CO. is not hereby committed to extend any credit whatsoever. If credit is extended KELLY TRACTOR CO. is hereby authorized and directed to continue or discontinue with or without notice, in its sole discretion, such line of credit in any amount or amounts determined by KELLY TRACTOR CO. in its sole discretion or with or without notice to place this amount on a COD basis and/or refuse sales entirely.

Should KELLY TRACTOR CO. ever, because of default, be obliged to institute any proceeding in replevin against us, we hereby waive the notice pertaining thereto in accordance with F.S. 78.067.

We agree to immediately notify KELLY TRACTOR CO. in writing at the above address of any change in ownership or form of our business. This instrument shall remain in full force and effect even after a change of ownership of form of business until actual written notice of revocation is received by KELLY TRACTOR CO. at the address on front of the application.

10. We understand that KELLY TRACTOR CO. is not and will not be liable for indirect, special, incidental, consequential or other damages of any kind, no matter what cause. (SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO US.) This exclusion will not effect our rights, if any, against others than KELLY TRACTOR CO. including the manufacturer of any parts or equipment sold, used, or furnished by KELLY TRACTOR CO. Any oral agreement, statement, representation, or discussion to the contrary, notwithstanding KELLY TRACTOR CO. in any and all past, present, or future dealings with us excludes any and all IMPLIED WARRANTIES OF ANY TYPE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding any corporate title listed below, the person(s) executing this Credit Application on behalf of the applicant personally, individually and jointly and severally guaranties payment of applicant's past, present, and future obligation to KELLY TRACTOR CO.

DATE: _____ NAME: _____

SIGNED: _____

PERSONAL GUARANTEE AND WITNESSED (REQUIRED)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned (hereinafter called "GUARANTORS"), hereby jointly and severally personally guarantee in their individual capacity to pay in full, without reservation, all of the accounts, charges, liabilities, obligations, and/or debts due to become due to KELLY TRACTOR CO. incurred by _____

(hereinafter referred to as "THE FIRM") in accordance with the terms and conditions set forth in this Application as may or have accrued either before or after the execution of this Application until such time as actual written notice of revocation has been received by KELLY TRACTOR CO. is hereby authorized to give THE FIRM, and GUARANTORS unconditionally personally guarantee payment of any amount of credit, and varying amounts of credit at different times above or below any initial credit limit as may be established by KELLY TRACTOR CO. as a result of this application. This Personal Guarantee shall remain in full force and effect even after the firm has changed ownership or form of its business. This is a continuing guarantee. KELLY TRACTOR CO. is not hereby committed to give credit or to continue credit once given to, THE FIRM.

GUARANTORS agree to pay reasonable attorney's fees and all other costs and expenses which may be incurred by KELLY TRACTOR CO. in the enforcement of this Guarantee.

The obligation of the undersigned hereunder are joint and several, and are independent of the obligations of THE FIRM. A separate action may be brought and prosecuted against GUARANTORS, or any of them, whether an action is brought against THE FIRM or whether THE FIRM be joined in any such action or actions. GUARANTORS waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. GUARANTORS waive notice of all defaults, and hereby waive our privilege of being sued in the county of our residence and agree that suit may be brought in Miami-Dade County, FL, USA. If there is but a single GUARANTOR, then all words used herein in the plural shall be deemed to have been used in the singular, where the context and the construction so require; and if this Guarantee is executed by more than one GUARANTOR, the word "GUARANTORS" shall mean all and any one or more of them.

This Guarantee shall insure to the benefit of KELLY TRACTOR CO. its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of each of the GUARANTORS. GUARANTORS shall not assign this Guarantee without the prior consent of KELLY TRACTOR CO.

IN WITNESS HEREOF, each of the undersigned has duly executed this Guarantee this _____ day of _____, 20_____.

"Guarantor" Signature X _____

"Guarantor" Signature X _____

Name (Print) _____

Name (Print) _____

Residence address: _____

Residence address: _____

Telephone # _____ SS# _____

Telephone # _____ SS# _____

Dr. Lic. # _____ State _____

Dr. Lic. # _____ State _____

Witness: X _____

Witness: X _____

Name (Print) _____

Name (Print) _____

Have you filed for bankruptcy in the last 10 years? YES NO

Have you filed for bankruptcy in the last 10 years? YES NO

NOTICE: 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, please contact: The Credit Department 8255 N.W. 58th Street, Miami, Fl 33166 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. 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 this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580