

CREDIT APPLICATION

(Page 1 of 4)



PLEASE PRINT OR TYPE

Construction Finance Group
Phone: 800-323-8542

PLEASE FAX ALL CREDIT APPLICATIONS TO:

Fax: 908-821-1416

Phone: 888-380-8969

PowerPlan

Phone: 800-634-9661

Dealership Name: JESCO, Inc. Salesman/Location: / Dealer #: 17-9454 Date:

Applying for: RETAIL NOTE LEASE POWERPLAN MUNICIPAL LEASE JESCO, INC. CREDIT ACCOUNT

Fields marked with an asterisk (\*) are required by law (USA PATRIOT ACT) when applying for revolving credit. Your application cannot be processed without this information.

APPLICANT INFORMATION -- Full legal name and address of Business -- Corporation, Partnership, Trust, Sole Proprietorship or Municipality
Business Name\* DBA (if any) Federal Tax ID Number\*
Physical Address\* City\* County\* State\* Zip\*
Mailing Address (if different from above) City County State Zip
Business Phone # Fax # Home # E-Mail Address
State in which the business is Registered or Incorporated\* Date Business Incorporated, Partnership formed, or Sole Proprietorship Started Time at current address

Primary Applicant Information -- Personal, Officer, Partner, Member, or Municipal Contact Information
(Required for all applications submitted on behalf of an organization) If applicable, signature required below.

First Name\* Middle Name\* Last Name\* Title DOB1 Social Security #1

Physical Address of Primary Officer, Partner, Owner or Member (if different than above)

Physical Address\* City\* County\* State\* Zip\*

Home Phone # Mobile Phone # E-Mail Address Are you a U.S. Citizen? Yes No

Type of Business\* (please check one) Trust\* S Corp Individual C Corp LLC\* General Partnership\* Municipality Limited Partnership\* Sole Proprietor

If applying as an LLC, a copy of the Operating Agreement & Articles of Organization is required with this application, or Partnership Agreement if applying as a Partnership, or Trust Agreement if applying as a Trust.

Additional Owner(s), Partner(s), Member(s), and/or Officer(s) information -- Use a separate sheet listing name(s), title(s), % owned, address(es), phone #(s), SS #(s), and date(s) of birth.

CO-APPLICANT INFORMATION
(Required if spouse or person other than Primary Owner identified above has an interest in the business operation or assets listed below and is also a co-applicant.) If applicable, signature required below.

First Name\* Middle Name\* Last Name\* Title DOB1 Social Security #1

Physical Address\* City\* County\* State\* Zip\*

Phone # Fax # E-Mail Address Are you a U.S. Citizen? Yes No

FINANCIAL INFORMATION AND BANK/LOAN REFERENCES -- NOTE: <\*> indicates required information.

Please submit the two most recent years of accountant prepared corporate and/or personal financial statements and work in progress (jobs on hand) report with this application.

Table with columns: <\*> Annual Gross Sales, Net Income, Net Worth, Bank Name, ACCT#, Phone #, Contact Name, Equipment Finance Co.

Table with columns: # YEARS IN BUSINESS, HAVE YOU EVER FILED BANKRUPTCY?, HAS A JUDGMENT EVER BEEN FILED AGAINST YOU?

INSURANCE INFORMATION NOTE: not applicable to revolving credit.

Insurance Agency name Contact Name Policy # Phone # Fax #
Physical Address City County State Zip

If you do not have insurance would you like to have JD Sentry UltraGard Physical Damage Insurance quoted and applied to your payments? Yes No

Notice to Applicant: You represent that the information given in the entire application, including all applicant names and any other information provided in this credit application is (1) true, correct and complete, and (2) provided for the purpose of obtaining credit in an amount set forth in the credit policies and practices of John Deere Financial, f.s.b. (JDF), Deere Credit, Inc. (DCI) or John Deere Construction and Forestry Company (JDCFC) (collectively referred to as "we," "us" and "our.")

You understand that any decision to grant or deny an installment or lease application will be made by DCI or JDCFC in Iowa. You understand that any decision to grant or deny revolving credit will be made by JDF in Wisconsin. You understand that this application may be used for obtaining credit or lease approval for any DCI or JDCFC product.

You understand that this application may also be used for the purposes of establishing a credit account with JESCO, Inc. You agree that JESCO, Inc. may rely on the information in this credit application to establish that account.

\*\*\* Notice to Applicant is continued on the next page. \*\*

PRIMARY APPLICANT If you are applying for a PowerPlan account, you acknowledge that you have received a true copy of the credit agreement and agree to its terms.

By: X Printed Name of Signer: Date:

Individually If primary applicant is a corporation or other form of legal entity, title of signer:

Primary Owner Signature Individually -- Required for Corporation, LLC & Partnership in addition to the signature on behalf of the Organizational Applicant above (by signing, such Primary Owner shall be personally liable for all transactions and obligations arising under any John Deere Financial account that may be approved by JDF pursuant to this Application).

CO-APPLICANT

By: X Printed Name of Signer: Date:

Individually If co-applicant is a corporation or other form of legal entity, title of signer:



**Notice to Applicant (continued):**

By submitting your credit application, you agree that all information regarding your account may be provided to corporate affiliates of, all three referred to as, Lender, "we," "us," and "our" and other companies which may offer or provide services to you or Lender. Those affiliates may use certain consumer report information as a factor in establishing your eligibility for credit or insurance. If you object to this, you must notify us by calling 1-800-634-9661, and providing your name, Social Security number, address and account number, and certain consumer report information will not then be provided to those affiliates.

By submitting this application electronically, you agree that you are electronically signing this credit application and such electronic signature shall be treated as an affirmation by you to the truthfulness of all information provided on this application. You agree that we are expressly relying on the accuracy of the information submitted in making a credit or lease decision.

**APPLICANT(S) ACKNOWLEDGE THAT (1) THE SELLER HAS NOT REPRESENTED THAT THE TERMS OF THIS FINANCING ARE MORE OR LESS FAVORABLE THAN OTHER FINANCING (2) THE SELLER IS NOT APPLICANT'S AGENT IN OBTAINING THE FINANCING (3) APPLICANT MAY OBTAIN FINANCING FROM OTHER SOURCES AND (4) THE SELLER MAY BE COMPENSATED FOR SERVICES INVOLVED IN ARRANGING THIS FINANCING.**

If this application for credit is denied, or if your revolving (PowerPlan) credit limit is later decreased, you have the right to a written statement listing the principal reason(s) for that denial or credit limit decrease. To obtain the written statement, please send a letter to the following address within sixty (60) days from the date you are notified of that decision.

**For revolving credit applications and credit decreases:**

John Deere Financial  
P.O. Box 5328  
Madison, WI 53705

**For installment or lease applications:**

Customer Service Department – Construction Finance Group  
Deere Credit Services, Inc.  
P.O. Box 6600  
Johnston, IA 50131-6600

We will send you a written statement of reason(s) for the denial or revolving credit limit decrease within sixty (60) days of receiving your request.

You release all claims against DCI, JDCFC, John Deere Financial, f.s.b., and their affiliates and your other creditors for all acts or omissions which occur in verifying the above information.

**NOTICE FOR OHIO RESIDENTS (Installment and Lease Applications Only):**

The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE FOR MAINE RESIDENTS (Installment and Lease Applications Only):**

If your application for installment credit is approved, you will be required to obtain and maintain physical damage insurance on the collateral securing the debt. You have the right of free choice in the selection of the agent and insurer through or by which the insurance is placed.

CREDIT TERMS

INITIAL HERE

The customer requests that Jesco, Inc. (hereinafter referred to as "Jesco"), sell, rent, service and repair goods and equipment on account in consideration of which the Customer and Jesco agree as follows:

The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice dates. Should payment not be received by Jesco according to the credit terms stated, the entire balance is considered in default and due for immediate payment.

Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the customer's outstanding balance. Jesco may change the interest rate by giving the customer 30 days prior written notice. The new interest rate shall apply only to the balance on the account 30 days of said notice. In the event the interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law. Customer agrees to pay Jesco a reasonable processing fee to cover any check returned by customer's bank as unpaid.

Jesco may agree to increase the amount of credit extended from time to time by merely allowing the Customer increased credit to cover unpaid purchases. Jesco may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement. Customer authorizes Jesco to make whatever credit investigation it feels is proper to evaluate customer's credit and financial standing, and to exchange credit experience with credit bureaus and other creditors that Jesco believes customer is or has done business with.

The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from Jesco and expressly disclaims any reliance upon any statements or representations made or to be made by Jesco regarding the sale, rental or repair of any material or equipment. The customer also waives any liability upon Jesco for any direct, special, or consequential damages that customer may suffer. In the event of damage to any equipment the customer rents from Jesco, the customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and retail parts charges of Jesco. In the event any rental equipment is damaged beyond repair, stolen, lost or not returned to Jesco, the customer shall be responsible for the retail market value of the property as determined by similar sales of similar equipment by Jesco. In the event the customer rents any equipment, the customer shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to Jesco. In the event the Customer fails to pick up any material ordered, returns any material or wrongfully rejects any material. Customer shall pay Jesco a 15% handling and restocking charge. All return merchandise must be in resalable condition. Special orders are not returnable.

If the customer fails to pay pursuant to the terms of this agreement and Jesco elects to take action to collect the Account, the customer shall pay all costs incurred by Jesco including court costs, collection fees and attorney's fees of not less than 33% of the unpaid principal and interest in connection with a claim of default by the account debtor or under this guaranty, whether or not suit is started by Jesco. The customer assigns as security for any indebtedness incurred or to be incurred to Jesco under this account all of the Customer's presently owned and existing and hereafter acquired and arising: accounts receivable, contract rights, chattel paper, equipment inventory, and all proceeds of the foregoing Collateral. Customer appoints any representative of Jesco as Customer's Attorney-in-fact to sign and file a UCC-1 Financing Statement to perfect the security interest or to endorse any remittance representing proceeds of any insurance; insuring leased, rented, financed or serviced equipment of which Jesco owns or has an interest in. This power is irrevocable, so long as any indebtedness is owed to Jesco. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement.

The customer authorizes any of its employees it sends to Jesco to deliver or pick up any equipment or materials for purchase, rental, or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all terms of said documents. In the event Customer directs Jesco to deliver any material and equipment, the Customer does not have a representative present at the time of delivery, the Customer authorizes Jesco to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. Jesco's use of a purchase order number is for the customer's convenience and identification only. This agreement and Jesco's General Sales/ Rental (Leased) Agreement supercedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or the right to possession of the items charged.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket and the quantities delivered and, (b) there are no visible defects in the material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives Jesco written notice by Certified Mail, Return Receipt Requested within ten (10) days of receipt, the customer waives any claim he may have against Jesco for any determinable deficiency or defect in said delivery, product or repair and any objection he may have to the amount of the invoice.

The customer shall indemnify and hold Jesco harmless against any and all claims, demands, liabilities, losses, damages and inquiries whatsoever kind of nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this credit Agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of this agreement.

Personal Guaranty

The undersigned hereby personally guarantees payment of any indebtedness incurred on the aforesaid account including interest, reasonable attorney fees and other reasonable expenses in connection with a claim of default by the account debtor or under this guaranty, whether or not suit is started by Jesco, and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. The undersigned waives all right to a jury trial and to file a counter-claim and consents to jurisdiction and venue with the Middlesex County Court of New Jersey. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon Jesco, by Certified Mail-Return Receipt Requested, declaring said personal guaranty shall not apply to future purchases. The undersigned agrees that, without notice to the undersigned and without affecting the undersigned's liability on the Guaranty, Jesco may alter, extend, accelerate or change the manner and terms for payment on the aforesaid account and may accept and release any collateral Jesco may hold. The undersigned understands that Jesco may proceed against the undersigned on this Guaranty without taking any action against the account debtor or against any other person and without proceeding to foreclose on any collateral it may hold. If more than one person signs this Guaranty, the obligation of each shall be joint and several and Jesco may proceed against any one or more of the undersigned as it chooses without affecting the liability of any of the undersigned.

Print name

Signature

Address

City, State Zip

A facsimile copy of this agreement shall be as binding as an original.



*John Deere Construction, Industrial & Utility Equipment*

## TRADE REFERENCES FOR

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In order for us to expedite your application for credit with Jesco, Inc., kindly submit contact information for three (3) trade references of companies with whom you have open accounts. Please include businesses such as **equipment dealers and parts, service and rental suppliers.**

### 1. EQUIPMENT, PARTS AND SERVICE DEALER

Name \_\_\_\_\_

Location \_\_\_\_\_  
(Include account # if available)

Telephone # & Contact \_\_\_\_\_

### 2. EQUIPMENT RENTAL SUPPLIER

Name \_\_\_\_\_

Location \_\_\_\_\_  
(Include account # if available)

Telephone # & Contact \_\_\_\_\_

### 3. OTHER SUPPLIER

Name \_\_\_\_\_

Location \_\_\_\_\_  
(Include account # if available)

Telephone # & Contact \_\_\_\_\_



**JOHN DEERE**  
FINANCIAL



## John Deere Financial offers you more than just a great rate...

John Deere Financial (JDF™) provides fast, easy access to credit for your purchases with our simple credit applications and electronic dealership access 24/7. JDF's easy to read statements always makes it trouble-free for you to manage your account while having access to [www.MyJDFAccount.com](http://www.MyJDFAccount.com) or a friendly associate at (800) 771-0681. We appreciate and understand your business and finance needs because we specialize in the construction, forestry, utility, and landscape markets. Our commitment to the industry is proven by building long-term, trusting business relationships with you, our customer. JDF is willing to see you through the good times and the bad with one common goal – YOUR SUCCESS! This is the reason why we offer such easy access along with customized payment options through our installment, lease and revolving products that exceed expectations and make us unique in the industry:

### Retail Installment Loans

- **Equipment Financing** - New or Used Deere and complementary equipment financing available
- **Clear** - Clearly Stated Annual Percentage Rate (APR) on your contract
- **Simple-Interest Contracts** - NO "Rule-of-78's". NO "Sum of the Digits". NO termination value rate.
- **Principal Only Payoffs** - No pre-payment recapture or early termination fees like other lenders utilize
- **No Blanket Liens** - JDF only files a commercial UCC filing on the equipment you finance, not all of your assets.
- **Seasonal Skip Payment Plans** – Up to three skips per year
- **Online Account Access** - Bill Pay and End of Year Tax Summary at [www.MyJDFAccount.com](http://www.MyJDFAccount.com)
- **Flexibility** - Down Payments, additional collateral, payment terms, and early accelerated payment plans.
- **Refinance Options** - Ability to refinance and consolidate loans

### Leases

- **Multiple end of lease options** - You can extend the lease, return or purchase the equipment at lease end
- **No Residual Guarantees** - Residuals are not guaranteed by our customers. JDF stands by Deere equipment.
- **Rental Alternative** – Leasing provides an alternative to long term rentals
- **Usage Terms** - The ability to match the hours and terms to specific jobs
- **Ownership** - Option to own your equipment after the initial lease term
- **Cash Flow** - Leases generally require less money upfront and offer lower payments than installment loans
- **Flexibility** - JDF leases are tailored to meet your needs through Operating and Finance leases
- **Tax Benefits** - Expensing payments (with some lease products) vs. interest depreciation
- **Municipal Leases** - JDF offers multiple types of Municipal and Governmental Operating Leases

Since your business requires more than just equipment financing JDF offers **PowerPlan™**, exclusive to our US John Deere C&F Dealers. It's a revolving credit plan used to finance parts, service, attachments, preventive maintenance contracts and rentals. Periodically, Interest Free Incentives are offered to preferred customers who get any time access to [www.PowerPlan.JohnDeereFinancial.com](http://www.PowerPlan.JohnDeereFinancial.com) and a Year-End Purchase Summary. Major Purchase Option also offers equal payments at competitive fixed rates. It's unique to the industry and only available at DEERE.

Please contact your local John Deere dealer for information on these topics and how John Deere Financial can respond to your questions and resolve your concerns quickly. Our equipment sales people have vast finance knowledge but you can also speak to a friendly JDF Representative who lives and works in your area. Call us at (800) 771-0681 to find out more or reach us online at [www.JohnDeereFinancial.com/Construction](http://www.JohnDeereFinancial.com/Construction). Remember, you'll always have the comfort in knowing that JDF is a stable, trustworthy company built on *integrity, quality, innovation and commitment*.

Thank you. We appreciate your patronage and look forward to growing with you for a long time to come.



**JOHN DEERE**

*John Deere Construction, Industrial & Utility Equipment*