

### Credit Application

Minnesota – 901 W. 94<sup>th</sup> Street, Minneapolis, MN 55420-4299 (952) 888-4121 (800) 352-2812 Credit Fax (952) 885-8212  
Iowa/Wisconsin/Missouri – 1500 Ziegler Drive NW, Des Moines, IA 50009-7200 (515) 957-3800 (800) 342-7002 Credit Fax (515) 957-3806

**GENERAL INFORMATION:** *Please print or type*

Applicant Name \_\_\_\_\_ Trade Name (if different) \_\_\_\_\_  
 Physical Address \_\_\_\_\_  
 City State Zip County  
 Mailing Address \_\_\_\_\_  
 City State Zip County  
 Business # ( ) \_\_\_\_\_ Mobile/Page # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_  
 Accounts Payable Contact Name \_\_\_\_\_ Are PO's Required  Yes  No  
 Website Address \_\_\_\_\_ Email \_\_\_\_\_  
 Description of Business \_\_\_\_\_ Business Start Date \_\_\_\_\_ Length of time as Owner \_\_\_\_\_  
 Type of business  Sole Proprietorship  Corporation  General Partnership  L.L.C.  Other \_\_\_\_\_  
 Has the business or any principal ever declared bankruptcy?  Yes  No Are there any outstanding liens or judgments?  Yes  No  
 If yes, date filed \_\_\_\_\_ # of Employees \_\_\_\_\_  
 Federal ID Number \_\_\_\_\_ Sales Tax Exempt?  Yes  No *If yes, attach a copy of exemption certificate*  
 Bonding Company \_\_\_\_\_ Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_  
 Insurance Company \_\_\_\_\_ Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

**PERSONAL INFORMATION ON OWNER(S) / PRINCIPAL(S):** (\*\*Required Information) *Attach additional sheets, if necessary*

(1) \*\*Name/Title \_\_\_\_\_ \*\*Birth Date \_\_\_\_\_ \*\*SS # \_\_\_\_\_  
 \*\*Home Address \_\_\_\_\_ Phone # \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_  
 (2) \*\*Name/Title \_\_\_\_\_ \*\*Birth Date \_\_\_\_\_ \*\*SS # \_\_\_\_\_  
 \*\*Home Address \_\_\_\_\_ Phone # \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_

**FINANCIAL INFORMATION:** *Additional financial information, financial statements, or both may be requested*

**BANK/FINANCE CO. REFERENCE:** (Please provided current balances)

(1) \_\_\_\_\_  \$ \_\_\_\_\_  \$ \_\_\_\_\_  \$ \_\_\_\_\_  
 Name Account # Phone # Checking Savings Loan  
 (2) \_\_\_\_\_  \$ \_\_\_\_\_  \$ \_\_\_\_\_  \$ \_\_\_\_\_  
 Name Account # Phone # Checking Savings Loan

**TRADE REFERENCES:**

(1) \_\_\_\_\_  
 Name Contact Address (include city, state, & zip) Telephone # Account #  
 (2) \_\_\_\_\_  
 Name Contact Address (include city, state, & zip) Telephone # Account #

**SIGNATURE OF OWNER(S) / AUTHORIZED OFFICER(S) / PARTNER(S):**

By signing this application, I/We certify that the information provided in this application is complete and accurate, and I/we agree to the terms set forth on the subsequent pages of this application, including consent and authorization to obtain personal credit reports (consumer reports) and business credit reports, and to the release and use of all information therein, from time to time, as may be needed to evaluate providing or continuing credit. I/We further state that this application is for businesses only (including sole proprietorships), not consumers, and no credit provided in connection with this application will be used for personal, family, or household purposes.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONTINUING GUARANTY – Required for Sole Proprietors, General Partnerships and Limited Liability Companies**

If Ziegler Inc. or any of its associates (including Ziegler Financial, Caterpillar Financial Services Corp., Claas Financial Services, AGCO Finance LLC, Agricredit Acceptance LLC, affiliates, agents, servicers, designees or assignees) (individually and collectively, “Creditor”) extends credit to the applicant (“Applicant”), in consideration thereof, the undersigned (individually, and if more than one, collectively, “Guarantor”) hereby personally, absolutely, and unconditionally guarantees, the full and timely payment and performance of all indebtedness, liabilities, and obligations of Applicant (individually and collectively, “Obligations”) under any agreement between Applicant and Creditor (each, an “Agreement”). Each term of any Agreement are incorporated herein by this reference. This guaranty is a guaranty of payment and performance, not of collection. This guaranty will continue until Creditor receives written notice of revocation of this guaranty signed by Guarantor. No revocation of this guaranty, however, will affect any liability of Guarantor with respect to Obligations arising before Creditor receives such written notice.

Guarantor hereby irrevocably waives presentment, demand for payment or performance, notice of nonpayment or nonperformance, protest, and all other demands and notices of any kind in connection with the Obligations or this guaranty. The liability of Guarantor hereunder is absolute, continuing, and unconditional, and Guarantor hereby irrevocably waives any defenses to enforcement Guarantor may have by reason of any: compromise, release, increase, or any other modification of any Obligations; substitution, addition, or release of any collateral securing, or any party responsible for, the Obligations; acceleration or extension of time for payment or performance of any Obligations; or delay or failure by Creditor to enforce any right or remedy it has under this guaranty or any Agreement. Guarantor will not enforce any right of contribution, reimbursement, recourse, indemnification, or subrogation for payments made under this guaranty until the Obligations are indefeasibly paid and performed in full. Guarantor waives all defenses of Guarantor, Applicant, or any other obligor for the Obligations, except the defense of payment and performance in full. Without limitation, Guarantor waives all defenses that may be available to any obligor for the Obligations, including defenses of suretyship, impairment of collateral, waiver, release, discharge in bankruptcy or otherwise, statute of limitations, res judicata, statute of frauds, anti-deficiency statutes, fraud, incapacity, minority, usury, setoff, illegality, invalidity, or unenforceability.

This guaranty is a direct guaranty independent of the Obligations of Applicant under any Agreement, and Creditor may resort to Guarantor for payment and performance of the Obligations whether or not Creditor has resorted to any collateral or any other obligor with respect to the Obligations. Guarantor shall pay all costs and fees, including reasonable attorneys’ fees, incurred by Creditor in enforcing this guaranty. Guarantor’s obligations under this guaranty are joint and several with any other guarantor of the Obligations. This guaranty will be binding upon Guarantor’s heirs, successors, and assigns, and inure to the benefit of Creditor’s successors and assigns. By signing below, Guarantor agrees that Creditor may obtain credit reports on Guarantor from credit reporting agencies and otherwise investigate the credit of Guarantor. Guarantor hereby instructs all credit reporting agencies to provide Creditor with such credit reports upon request.

This guaranty will be governed by the laws of Minnesota, without regard to any choice-of-law rules. Guarantor consents to the jurisdiction of the state and federal courts located in Minnesota for any action relating to this guaranty and hereby waives all objections to venue in any such courts. **GUARANTOR WAIVES ANY RIGHT GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS GUARANTY.** Guarantor understands that if Creditor extends credit to Applicant, Creditor does so in material reliance on this guaranty.

**BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**AGREEMENT:**

Ziegler Inc. and its associates (including Ziegler Financial, Caterpillar Financial Services Corp., Claas Financial Services, AGCO Finance LLC, Agricredit Acceptance LLC, or their affiliates, agents, servicers, designees, or assignees) (individually and collectively, "Creditor") reserve the right to disapprove this application for business credit. Creditor may consider sources of credit information other than this application.

If Creditor approves this application, each applicant (individually and collectively, "Debtor") jointly and severally agrees to pay for all goods (other than machine and equipment sales), services, leases and other items charged to its open account prior to the 10<sup>th</sup> day of the month following the invoice date. Machine and equipment sales are due 20 days from the invoice date. Creditor may vary the amount of credit extended to Debtor from time to time, and Debtor waives notice of any changes to its credit limit. Failure to make timely payments will result in default, and a late fee of 1.5% per month (18% Annual) will be assessed on all past due amounts until paid in full. **Debtor agrees to advise Creditor of any disputed transactions or invoices within 10 days of receipt, and failure to timely notify Creditor of any such dispute will constitute a waiver of any such dispute.** Any legal action to enforce payment will be in the state or federal courts of Minnesota, and Debtor consents to the venue and jurisdiction thereof, unless Creditor, in its sole discretion, commences a proceeding in a different venue or jurisdiction. Debtor agrees to pay Creditor for all costs of collection, including all expenses, costs, collections agency costs, and attorneys' fees incurred by Creditor in enforcing its rights, whether or not suit is commenced, if Debtor's account is not paid when due. Creditor may transfer its rights to another party, who will succeed to all rights under this application and to any other obligations of Debtor.

**Credit Card Policy:**

Credit card payments are allowed only at the time of purchase and only for parts, service, and rental invoices. No machine purchases, lease payments, or payments "ON ACCOUNT" are allowed with a credit card.

**Certification:**

By signing this application, Applicant certifies that the information provided herein or in connection with this application is complete and accurate. Applicant hereby consents to a personal credit check and authorizes the release of such information to any Creditor who may provide credit to Applicant, whether herein or pursuant to a subsequent application or request. Applicant hereby instructs all credit reporting agencies to provide Creditor with such credit reports upon request. Applicant authorizes Creditor to obtain from banks, credit reporting agencies, and other Creditors, all of which are hereby authorized to release, any credit or financial information concerning Applicant, and to share all such information with any other Creditor.

**Electronic Signatures:**

Applicant agrees that the electronic signatures (whether digital or encrypted) included in this application are intended to authenticate this writing and have the same effect as manual signatures. "Electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. Any other documents necessary for the consummation of any transactions contemplated by this application (together with this application, collectively, the "Credit Documents") may be authenticated and signed through the use of an electronic signature. A signed copy of a Credit Document delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Credit Document.

**NOTICE:**

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 Creditor is the FTC Regional Office for the region in which the Creditor operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. If Creditor denies Applicant's application for business credit, Applicant has the right to a written statement of the specific reason for denial. To obtain the statement, please send a written request to Ziegler Inc., 901 West 94<sup>th</sup> Street, Minneapolis, MN 55420, Attention: Credit Manager, within 60 days from the date of Creditor's notification of the denial. Creditor will send Applicant a written statement with reason for the denial within 30 days of receiving Applicant's written request.

***Incomplete credit applications may delay processing.***

<b>For Internal Use Only: Location:</b> _____	<b>Department:</b> _____	<b>Employee:</b> _____
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