



APPLICATION FOR CREDIT

Mail to Information:

Honnen Equipment Co.
Attn: Accounts Receivable
5055 E. 72nd Ave.
Commerce City, CO 80022

Fax to Information:

Honnen Equipment Co.
Attn: Accounts Receivable
(303) 428-7307

E-mail to Information

Honnen Equipment Co.
Email to: AR@Honnen.com

Additional Instructions:

To expedite processing be sure to sign the signature line at the bottom of page one and the signature line at mid-page of page 2 under the Terms of Sale.

Please print the following 3 pages and complete the application. Then, use the **mail to**, **fax to**, or **e-mail to** information for sending it back.



I. Honnen Equipment Co.		Location:		Date:	
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					
II. Applying as: (A) <input type="checkbox"/> Individual {III, IV, & VII}		(D) <input type="checkbox"/> General Partnership {III, IV, VI, & VII}		(G) <input type="checkbox"/> S Corp {III, IV, V & VII}	
(B) <input type="checkbox"/> Sole Proprietor {III, IV, & VII}		(E) <input type="checkbox"/> Limited Partnership {III, IV, V & VII}		(H) <input type="checkbox"/> C Corp {III, IV, V & VII}	
(C) <input type="checkbox"/> Municipality {III, IV & VII}		(F) <input type="checkbox"/> Trust {III, IV, VI & VII}		(I) <input type="checkbox"/> LLC {III, IV, V & VII}	
Applying For: <input type="checkbox"/> Lease		<input type="checkbox"/> Retail Note		<input type="checkbox"/> PowerPlan	
				<input type="checkbox"/> Honnen Account <input type="checkbox"/> Municipal Financing	
III. Full Legal (LOCAL) name and address (i.e. Physical Address/Shipping Address) of Business or Municipality:					
Name*:					
Street*:					
City*:		County*:		State*:	
Phone:		Fax:		Federal Tax ID #*:	
Billing address:				E-mail address:	
IV. Primary Applicant Information – Personal, Officer, Partner, Member or Municipal Contact Information (Required for all application submitted on behalf of an organization) If applicable, signature required below					
Full Legal Name First*:		Middle*:		Last*:	
Social Security Number*:		DOB*:		Title:	
Full Legal Address of your <u>Principal Residence</u> :				Street*:	
City*:		County*:		State*:	
Phone:		E-mail address:			
V. IF you are applying as a Registered Organization such as (E) a Limited Partnership, (G) an S-Corp, (H) a C-Corp, or (I) an LLC, complete the following:					
Full Legal Business Name*:				(DBA, if any):	
State in which the business is Registered or Incorporated*:					
Business Identification (Registration) Number (if known)**:				** (NOT Federal Tax ID #)	
VI. IF you are applying as (D) a General Partnership, or (F) a Trust, complete the following:					
Full Legal Business Address of the Chief Executive Office (i.e. Company Headquarters) if different from Step III:					
Street:					
City:		County:		State:	
Phone:		Zip:			
VII. General Information and References (<u>all applicants</u> except Governmental agencies)					
Bank Name:		Account #:		Phone #	
Years in Business:		Ever Filed Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Has a judgment ever been filed against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	
VIII. Co-Applicant Information: (required if spouse/person other than primary owner identified above has an interest in the business operation) If applicable, signature required below					
Full Legal Name First*:		Middle*:		Last*:	
Social Security Number*:		DOB*:		Title:	
Street*:					
City*:		County*:		State*:	
Phone:		Zip:			
<p>Notice to Customer: Do not sign this agreement before you read it (pages 1 and 2) or if any spaces intended for the agreed terms are left blank. You are entitled to a copy of the credit agreement at the time you sign it. You represent that the information given in this application is complete and accurate and authorizes John Deere Financial, f.s.b. (JDF), Deere Credit, Inc. (DCI) or John Deere Construction & Forestry Company (JDCEC) (All three referred to as "we", "us" and "our") to check with reporting agencies, credit references, and other sources disclosed herein in investigating the information given. You hereby give the Lenders listed above authorization to provide a copy of your financial statements, including but not limited to, your balance sheet, cash flow statement, and income statement. This authorization remains valid until we are notified by you in writing. You also grant us permission to obtain a credit report on you for all legitimate purposes in connection with this transaction, such purposes include assisting in making a credit decision, reviewing your account, and assisting in taking collection activity. You understand that any decision to grant or deny an installment or lease application will be made by DCI or JDCEC 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 JDCEC product. 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 and you understand this account is for commercial and governmental use only. Married applicants can apply for an individual account. You authorize us to share information with our affiliates, disclose financial information about you as described in the credit agreement and further notices and disclosures sent to you, and to send you information by facsimile or other electronic means. You also agree that any notices or disclosures can, at your option, be provided electronically to the last e mail address that you provided us. You further certify that you are authorized to sign on behalf of the applicant. *** This Credit Application consists of three (3) pages; Notice to Customer is continued on the next two pages. You acknowledge having read all pages of this application, and state that you understand and agree to all terms specified herein.</p>					
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: _____	
<input type="checkbox"/> Individually		<input type="checkbox"/> 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: _____	
<input type="checkbox"/> Individually		<input type="checkbox"/> If co- applicant is a corporation or other form of legal entity, title of signer: _____			

Terms of Sale

Everything stated in this application is true and correct and accurately describes my (our) financial condition as of the date signed to the best of my knowledge. SELLER(s), Honnen Equipment Co., John Deere Credit, Inc. or John Deere Construction Equipment Company, are authorized to obtain such information as required to evaluate the credit worthiness of the Customer, any principal of and any guarantor for this Customer. SELLER(s) are authorized to conduct a complete credit review including obtaining a credit report and making inquiry of all creditors listed on this application or creditors discovered through whatever source. SELLER(s) are also authorized to review my account from time to time and to obtain any credit information needed for purposes of collection. By signing below, express authority is given to creditors to release any information requested by SELLER(s). Customer agrees that this application will remain SELLER(s)' property whether or not credit is granted.

Customer shall send SELLER(s) written notice of any changes in the form of or the ownership of the Customer's business within five days after any change. SELLER(s) may require a new credit agreement and update of credit information before approving Customer's credit following any change.

Customer warrants that Customer is not a "Consumer" and waives any rights granted under Federal or State Consumer Credit Protection Act or any other Federal, State or Local laws pertaining to Consumer Rights.

SELLER(s) may resort to any security it or they may have in order to satisfy any debt with SELLER(s) notwithstanding any collateral or security agreement. SELLER(s) shall also retain all rights of set off against any equipment, equity, assets, security, credits due or accounts of Customer. SELLER(s) rights are cumulative and not alternative. Payment for all rental, goods, parts and services is due no later than 30 days from invoice date or terms of the invoice, whichever is lesser, after which Customer's account will be charged interest rate of 1 1/2 % per month (**18% per annum**) and will be charged on all past-due balances and Customer shall also pay all costs of collection including reasonable attorneys fees and costs. If the account is not paid within terms, SELLER may, at its discretion, subject the Customer's account to certain credit restrictions including, but not limited to, no further credit sales, cancellation of any pending orders and cash payment on delivery of any future orders.

Any equipment rented on a demonstration or "demo" basis shall be subject to the terms and conditions of this agreement. All demo equipment shall be returned to SELLER(s) in same condition as received by Customer. All demos shall be considered rentals after three (3) days unless otherwise stated in writing on any rental agreement and Customer agrees to pay all rental charges exceeding three (3) days (use shall not exceed 24 hours in any 72-hour period). Customer agrees to be liable for any damage to or theft of demo equipment. If a demo is damaged, lost or stolen, Customer shall be responsible for and pay SELLER(s) for such damage, loss or theft under the payment terms set forth above. This agreement shall be deemed to have been entered into in the State of Colorado. Unless otherwise required by law, the parties agree that the Courts for the County of Adams, State of Colorado shall have exclusive jurisdiction over any legal actions. The parties agree and consent to the jurisdiction of that court over the subject matter of those controversies and over them personally.

SELLER(s) SHALL PASS ON ANY MANUFACTURER'S WARRANTIES RELATED TO THE EQUIPMENT AND PARTS SUPPLIED. SELLER(s) EXPRESSLY EXCLUDE ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. SELLER(s) ALSO EXCLUDE ALL CONSEQUENTIAL DAMAGES OF ANY KIND.

A DAMAGE WAIVER IS CHARGED ON ANY RENTED EQUIPMENT ON WHICH CUSTOMER DOES NOT SUPPLY A CURRENT INSURANCE CERTIFICATE. THE DAMAGE WAIVER IS NOT ALL EXCLUSIVE. CUSTOMER SHOULD SEE THE RENTAL CONTRACT FOR COVERAGE.

Signed: _____

Title: _____

Date: _____

Personal Guarantee

FOR AND IN CONSIDERATION OF the extension of credit to _____ (Applicant), I/WE personally and individually guarantee to SELLER(s), Honnen Equipment Co., or their successors and assigns, to be jointly and severally liable for the payment of any and all indebtedness of the Applicant including all charges for goods or merchandise sold to Applicant, rental of equipment, or parts and services supplied to Applicant by SELLER(s) when payment for those charges become due including interest at the agreed rate of 18% per annum and all costs of collection including reasonable attorneys fees. I further agree this guarantee is absolute, complete, unconditional and continuing, and shall remain unimpaired by any modification or alteration of the terms of SELLER(s) extension of credit to Applicant including the amount of credit extended.

This guaranty shall apply to all goods sold, equipment rented, and parts and services provided to Applicant but not yet paid for during the period beginning with the date hereof and extending to a time when 30 days written notice of the cancellation of this guaranty shall have been received by SELLER(s). This guaranty shall also apply to any other indebtedness owed to SELLER(s) by Applicant including a note or other instrument executed by Applicant. This guaranty shall continue in force notwithstanding the incorporation of the Applicant, change in business form of the Applicant or any change in the form of the indebtedness or extensions of the indebtedness. Notice of cancellation must be sent by registered mail, and shall not affect any purchases made by Applicant or any other indebtedness including a note or other instrument executed by Applicant during the period of this guaranty.

I/WE will pay the account in full within ten (10) days of notice of Applicant's default. I/WE understand this guaranty shall not be waived or impaired by any extension of time for payment to Applicant or by any means other than express written agreement. I/WE agree to also pay all costs of collection including reasonable attorneys fees. This agreement shall be deemed to have been entered into in the State of Colorado. Unless otherwise required by law, the parties agree that the Courts for Adams County, State of Colorado shall have exclusive jurisdiction of that court over the subject matter of those controversies and over them personally.

Individually and personally (sign):	Individually and personally (sign):
Date:	Date:
Social Security #:	Social Security #:
Driver's License #:	Driver's License #:
Address:	Address:

Other Information

Tax Exempt? If Yes, certificate #:	Attached Copy of Certificate? State where certificate issued:
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Notice to Applicant :

By submitting your credit application, you agree that all information regarding your account may be provided to corporate affiliates of Lender 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 provide your name, Social Security number, address and account number, and certain consumer report information will not then be provided to those affiliates. Applicant (s) acknowledge that (1) seller has not represented that the terms of this financing are more or less favorable than other financing; (2) seller is not applicant's agent in obtaining the financing; (3) applicant may obtain financing from other sources; and (4) seller may be compensated by an assignee of the credit agreement for services involved in arranging this financing.

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.