



# APPLICATION FOR CREDIT

## E-mail to Information

Honnen Equipment Co.  
Attn: Accounts Receivable  
Email to: [AR@Honnen.com](mailto:AR@Honnen.com)

## Mail to Information:

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

## Fax to Information:

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

## Instructions:

- Please print the following 3 pages and complete the application. Be sure to fill out all areas marked with an asterisk.
- To expedite processing please sign the signature line on the bottom of page one and the signature line at mid-page of page two under Terms of Sale.
- If completing the Personal Guarantee section please be sure to sign your name (not print) where it says "Individually and Personally (sign)" and include a copy of your driver's license.
- Either fax or email a copy to Accounts Receivable for faster processing.

Please provide the name of your Honnen representative: \_\_\_\_\_

Are you applying for credit to purchase (please check all that apply):

- \_\_\_\_\_ Equipment  
 \_\_\_\_\_ Parts/Service  
 \_\_\_\_\_ Rentals



**John Deere Construction**  
Phone: 800-323-8542  
Fax: 800-826-8267



**PowerPlan**  
Phone: 800-634-9661  
Fax: 800-436-3224

Dealer Name: Honnen Equipment Salesman/Location: \_\_\_\_\_ / \_\_\_\_\_ Dealer #: 170469 Date: \_\_\_\_\_  
 Applying for:  RETAIL NOTE  LEASE  REVOLVING/POWERPLAN  HONNEN 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.  
 † Required for all applications submitted on behalf of an organization. If applicable, signature required below.

**APPLICANT INFORMATION (EITHER BUSINESS OR INDIVIDUAL)**

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

Organizational Legal Name: (do not abbreviate)\* \_\_\_\_\_ Federal Tax ID #:\* \_\_\_\_\_

(OR) Individual's Legal First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Are you a U.S. Citizen?  Yes  No Time in Business: (Required) \_\_\_\_\_

Business Phone #:\* \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ County:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Mailing Address: \_\_\_\_\_ County: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**PRIMARY OWNER INFORMATION REQUIRED FOR PARTNERSHIP, LLC AND CORPORATIONS†**

First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Are you a US Citizen? Yes  No

**CO-APPLICANT INFORMATION (EITHER BUSINESS OR INDIVIDUAL)**

Organizational Legal Name: (do not abbreviate)\* \_\_\_\_\_ Federal Tax ID #:\* \_\_\_\_\_

(OR) Individual's Legal First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ County:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Phone#: \_\_\_\_\_ Are you a US Citizen?  Yes  No Time in Business: \_\_\_\_\_

**FINANCIAL INFORMATION: A legal valid drivers license or equivalent required at signing**

Bank Name: \_\_\_\_\_ ACCT #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Equipment Finance Co.: \_\_\_\_\_ ACCT #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**\*\* Insurance coverage is required and will ask for proof of coverage with financing not applicable to Revolving/PowerPlan).**

**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 hereby authorize the release to us or our designee (and any assignee or potential assignee thereof) (1) your credit information from any source including, but not limited to, your balance sheet, cash flow statements, and any income statement. The authorization shall apply to this application and subsequently for the purposes of update, renewal, or extension of such credit and for reviewing or collecting the resulting account.

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 this account is for commercial and government 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 Internet address that you provided us. You further certify that you are authorized to sign on behalf of the applicant.

You understand that this application may also be used for the purposes of establishing a credit account with Honnen Equipment Co(Honnen) You agree that Honnen may rely on the information in this credit application to establish that account. You agree to the terms of the Honnen Equipment credit agreement (page 2) including a 1.5% service charge on all amounts over 30 days. You also agree to pay all sums due and to become due including, but not limited to, collection costs and attorneys' fee Honnen Equipment also has the right to obtain (or review) the applicant's credit report.

\*\*\* This Credit Application consists of three (3) pages. Notice to Applicant is continued on the third page.\*\*\*

X \_\_\_\_\_  
 Applicant Signature (Required) Title Date

X \_\_\_\_\_, Individually  
 Primary Owner Signature Individually Print Name Date  
 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).

X \_\_\_\_\_  
 Co-Applicant Signature Print Name Title (if business) Date

## 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 ½ % 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.**

**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 (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, Lende, "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

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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.

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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.

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**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.