

**Riggs****CAT****RIGGS RENTS****CAT****Rental  
STORE****CAT**  
Financial

# CREDIT APPLICATION

Legal Business or Individual Name		DBA (If Applicable):			State of Registration:	
Physical Address:		City:	State:	Zip:	County:	
Billing Address:		City:	State:	Zip:	County:	
Would you like your invoices and statements delivered electronically? <input type="checkbox"/> Yes <input type="checkbox"/> No      Email Address:						
Business No.:		Mobile/Pager:			Fax No:	
Contact Name:		Title:			Email:	
Description of Business:		Business Start Date:			Time as Current Owner:	
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other					Purchase Order Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the business or any owner ever declared bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No		Are there any outstanding liens or judgments? <input type="checkbox"/> Yes <input type="checkbox"/> No			Number of Employees:	
Federal ID Number:		Sales Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No			If yes, please attach copy of signed exemption certificate	
Insurance Company:		Contact Name:			Phone:	

**Bank/Finance Company Reference:***Please provide current balances:*

Name	Account No.	Contact	Phone No.	Checking	Savings	Loan

**Trade References:**

Name	Account No.	Contact	Phone No.	Address: City, State & Zip

**Personal Information On Owner/Principal/Guarantors:** Attach additional sheets if necessary**\*\*Federal regulation requires a copy of a government issued ID (driver's license, passport, etc.) for all owners/guarantors completing this application.\*\*****\*\*Credit Applications with ID's can be dropped off at any Riggs CAT location, faxed to 501-570-3525 or emailed to [creditdept@iariggs.com](mailto:creditdept@iariggs.com).\*\***

Name:	Title:	Birth Date:	SSN#:
Home Address: City, State & Zip		Phone No.	% Ownership:
Net Worth:	Annual Income:	Monthly Housing Payment:	

  

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Home Address: City, State & Zip		Phone No.	% Ownership:
Net Worth:	Annual Income:	Monthly Housing Payment:	

**SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER**

**Notice:** By providing the information above and signing below, Applicant is requesting the extension of credit from Riggs CAT and/or Caterpillar, Inc, through any one of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation ("Cat Financial") or Caterpillar Financial Commercial Account (all of the above entities (except for Riggs CAT) collectively the Caterpillar Companies), and Applicant agrees that the above information may be shared between and among Riggs CAT and the Caterpillar Companies and used to process your applications for credit and other orders and to improve or market Caterpillar products or services. Applicant and each person signing below warrants and represents that all of the information and documents provided to Riggs CAT or the Caterpillar Companies in connection with the request for credit including the information above shall be true, correct, accurate and complete. Applicant authorizes Riggs CAT and the Caterpillar Companies to obtain credit experience information and opinions as to the credit worthiness from banks, credit bureaus, creditors, references and from Applicant including, but not limited to, balance sheets, cash flow statements and income statements. Applicant hereby authorizes the release of any of such information to and the use by Riggs CAT and the Caterpillar companies. Each of Riggs CAT and the Caterpillar Companies reserves the right to refuse credit, services and charges at any time. Applicant agrees to and expressly acknowledges that Applicant has read and fully understands the terms and conditions contained on the reverse side of this Application, the Open Account Agreement between Applicant/Buyer and Caterpillar Dealer/Seller.

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

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

**PERSONAL GUARANTY**

**Individual Guaranty:** If credit is extended to Applicant by any one or more of Riggs CAT and the Caterpillar Companies, the undersigned individual(s) (herein "Guarantor" whether one or more) does hereby unconditionally, absolutely and irrevocably guarantee prompt and full payment, and fully and unconditionally guarantees full performance of Applicant's obligations to each of Riggs CAT and the Caterpillar Companies, whether arising under this application and the Open Account Agreement or any other documents. Guarantor agrees to the terms and conditions in this Application including the authorization and use of his/her credit information. Guarantor further agrees that in the event of any default by Applicant to perform such obligations, Riggs CAT and the Caterpillar Companies or their respective assignees may immediately pursue Guarantor without first making demand and/or first proceeding to enforce the obligation against Applicant. Guarantor waives presentment, demand, protest and all other notice of any kind, and guarantor agrees that its liability hereunder shall be primary, absolute and unconditional, irrespective of and despite the lack of notice as to, any modifications, amendments, or extensions of credit to the Applicant or the unenforceability or uncollectability of Applicant's obligations to Riggs CAT and/or the Caterpillar Companies or any defense that Applicant may have with respect thereto. The payment obligations of Guarantor are direct, primary, and continuing obligations of Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection. If there is more than one Guarantor, their obligations are joint and several.

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**Authorized Users**

Name \_\_\_\_\_ Title \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_

**OPEN ACCOUNT AGREEMENT BETWEEN APPLICANT/BUYER AND CATERPILLAR DEALER/SELLER**

The aforesigned (hereinafter called "Buyer") and Riggs CAT (hereinafter called "Seller") agrees that all purchases, rentals or leases of goods and services (hereinafter "goods") by Buyer from Seller on Open Account, or any other credit facility shall be subject to the following terms and provisions:

- 1. Definition of Riggs CAT and Seller.** JARTCO Holdings, Inc. and its subsidiaries, affiliated companies, and other financial institutions including but not limited to J.A. Riggs Tractor Company, Riggs Rental Services, LLC, Sitech Arkansas, LLC, and Riggs Outdoor, LLC.
- 2. Payment Due Date:** For all purchases made during any one calendar month (or such other billing period as Seller may from time to time establish by written notice to Buyer), payment shall be due and payable in full Net 30 days from invoice date unless other specific terms of payment are stated in the body of the invoice (the "Payment Due Date"). Seller shall furnish Buyer and Account Statement promptly upon the close of such billing period, covering all goods and services delivered to or for the benefit of Buyer during such billing period (or since the last such Statement) and payment in full shall be due on or before the Payment Due Date as herein above stated. Buyer acknowledges that this agreement does not require any sales on credit nor the deferred payment of all or any part of the agreed cash price or prices of goods and services, but to the contrary this agreement establishes for the convenience of the parties a date of payment for cash purchases in lieu of cash on delivery.
- 3. Where to Make Payments:** Buyer agrees to pay in full on or before the Payment Due Date the aggregate Cash Purchase Price of all goods and services received by or for Buyer's benefit since the date of Seller's last Account Statement and, as such, payments shall be made at Riggs CAT, P.O. Box 844753, Dallas, TX. 75284-4753.
- 4. Interest:** Should Buyer fail to pay the entire balance owed on or before the Payment Due Date, Buyer agrees to pay interest on the unpaid portion thereof from the purchase date until paid in full at the maximum rate allowed by applicable law.
- 5. Security Interest in Goods and Financing Statements:** Buyer grants to Seller an express security interest under the Uniform Commercial Code covering any and all goods purchased hereunder and grants permission to Seller to file all security agreements, financing statements or other instruments appropriate to documents and perfect the security interest herein granted without Buyer's signature. Neither the agreement to pay interest herein contained, nor the payment thereof by Buyer, nor the acceptance thereof by Seller shall be construed as an extension of any payment due date nor any waiver by Seller of any remedy available to Seller, including but not limited to, the right to reclaim goods sold.
- 6. Cross-Collateralization of Security:** Any security interest granted to Seller by Buyer in this or any other agreement between the parties shall also secure and enforce the payment of all other indebtednesses of Buyer to Seller presently existing or which may in any manner or means hereafter be incurred by Buyer to Seller, and evidenced in any manner whatsoever, either by lease/rental agreements, equipment purchased, parts or labor, open accounts, promissory notes, advances, overdrafts or any other mode or means. The fact of repayment of any or all indebtednesses to seller shall not terminate such security agreement(s) and it shall nevertheless secure the payment of any future indebtednesses owing to Seller and it shall remain in full force and effect until it is fully and formally discharged in writing.
- 7. Failure To Pay:** Should Buyer fail to pay promptly when any sum or sums are owed to Seller under the terms of the agreement or otherwise or fail to keep, observe and perform the terms and provisions of this or any other agreement with Seller, the Seller as its option may declare any and all sums owed hereunder to be immediately due and payable. If any indebtedness now or hereafter due is placed in the hand of an attorney for collection or collected through probate, bankruptcy or other proceeding, Buyer agrees to pay reasonable attorneys' fees.
- 8. Cross-Default Remedies:** It is agreed that should Buyer fail to pay any indebtedness owing to Seller as the same shall become due and payable to Seller including lease/rental agreements, with any of the covenants or obligations of any security agreement, lease/rental agreement, sales order, lease order, credit application or any other documents securing or pertaining to such indebtedness, then such failure shall be a default and breach under this document and all other documents securing all other indebtednesses, and Seller shall be entitled to pursue any of the contractual remedies in such documents and any remedies allowed under applicable law.
- 9. Notices:** Notices called for hereunder or required by law shall be deemed received by Buyer three (3) days after said notice is deposited in the United States mail, properly stamped and addressed to Buyer at its address shown below.
- 10. Jurisdiction, Venue and Choice of Law:** The Buyer expressly agrees if the Buyer purchases goods from the Seller from its places of business in the state of Arkansas, jurisdiction and venue of any dispute arising from this agreement will exclusively lie in Pulaski County, Arkansas and the laws of the state of Arkansas shall govern the dispute and Buyer waives the right to any trial by jury.
- 11. Revisions to Credit Application:** Buyer and Seller agree that this Credit Application may be changed from time to time by Seller, and that Buyer's credit arrangements with Seller shall be governed by the most current official Credit Application from (whether or not signed by Buyer) and said form shall govern all new accounts, pre existing accounts, or any other debts now owed or hereafter owed by Buyer to Seller.

Applicant understands that any decision to grant or deny business credit by Riggs CAT will be made by Riggs CAT, and that any decision to grant or deny credit by Cat Financial will be made by Cat Financial, and that any decision to grant or deny credit by Caterpillar Financial Commercial Account will be made by Caterpillar Financial Commercial Account. Applicant also acknowledges, agrees and understands that Riggs CAT or any Caterpillar Company may, in its sole discretion, refuse or extend to Applicant business credit, goods, or services and may terminate such at any time. The fact that this Application contains reference to an amount of credit requested shall not be deemed a limitation of liability by Applicant or a guarantor, if applicable.

**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 a statement, please contact the applicable creditor to whom you applied for credit within 60 days from the date you are notified of the decision. The creditor 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 origins, 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 programs; or because the application 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.

<b>Riggs CAT</b> Credit Department P.O. Box 1399 Little Rock, AR 72203-1399 PHONE: (501) 570-3100 FAX: (501) 570-3525	<b>Caterpillar Financial Services Corporation</b> Corporate Credit Manager P.O. Box 340001 Nashville, TN 37203 PHONE: (866) 263-3791	<b>Cat Financial Commercial Account</b> P.O. Box 340001 Nashville, TN 37203 Phone: (877) 373-9510
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