



BUSINESS CREDIT APPLICATION AND AGREEMENT

Section A – Applicant Information				
Legal Business Name		Business Phone No.	Fax No.	
DBA "Doing Business As" (if applicable)		Contact Name & Email Address (if available)		
Business Street Address		City	State	Zip
Description of Business		Yrs in Business	State of Incorporation/Organization/Formation	
<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company (LLC)
Federal Tax ID No.		Tax Exempt? (if so, provide certificate) <input type="checkbox"/> Yes <input type="checkbox"/> No		

Section B – Personal Information: Officers, Managers, Members, Partners, Authorized Representatives and/or Guarantors			
Name	% Ownership	Title	Social Security No.
Home Address	City	State	Zip
Name	% Ownership	Title	Social Security No.
Home Address	City	State	Zip
Name	% Ownership	Title	Social Security No.
Home Address	City	State	Zip
Name	% Ownership	Title	Social Security No.
Home Address	City	State	Zip

Section C – Bank and Trade Reference Information				
Bank Name		City	State	Zip
Phone No.	Fax No.	Account No.	Officer's Name	
Trade Reference Name	Contact Name	Phone No.	Fax No.	Account No.
Trade Reference Name	Contact Name	Phone No.	Fax No.	Account No.
Trade Reference Name	Contact Name	Phone No.	Fax No.	Account No.

Section D – Certification, Acknowledgment, and Authorization

The undersigned certifies for and on behalf of Applicant (i) that the information provided in this Business Credit Application and Agreement is accurate and complete, (ii) that the undersigned is duly authorized to execute and deliver the Business Credit Application and Agreement on behalf of Applicant, and (iii) that Applicant is applying for credit for a business purpose, and not for personal, family or household purposes. The undersigned, for and on behalf of Applicant, acknowledges and agrees to the Terms and Conditions set forth in Section F below and agrees that any sale of equipment is expressly conditioned upon the application of such Terms and Conditions. The undersigned, for himself or herself and for and on behalf of Applicant, authorizes FIMCO INC. ("FIMCO") or any lender or funding source which may be utilized (collectively, the "Lenders") to obtain information from the references listed above and obtain a credit report (consumer or otherwise) with respect to the undersigned or Applicant that will be ongoing and relate not only to the evaluation and/or extension of business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time and the undersigned acknowledges that Applicant may report the payment history of Applicant to credit reporting agencies.

Signature _____ Signer's Printed Name _____ Date _____

Section E – ECOA Notice (to be retained by Applicant)

Thank you for your business credit application. If your application for business credit is denied, you have the right to a written statement on the specific reasons for your denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. 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 our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Section F – Terms and Conditions

INTEREST AND ATTORNEY FEES. Additional interest shall be payable by the above-referenced applicant (the "Applicant") executing the Business Credit Application and Agreement on any amount not paid when due at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowable by law, whichever is less. Applicant shall reimburse FIMCO INC. ("FIMCO") for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Applicant of any of its obligations to FIMCO.

SECURITY INTEREST. If any credit terms are extended in connection with the sale of equipment by FIMCO, Applicant hereby grants to FIMCO a purchase money security interest to secure payment, performance and satisfaction of all present and future debts, obligations or other indebtedness of Applicant to FIMCO in the following property (collectively, the "Collateral"): all of Applicant's equipment now or hereafter acquired from FIMCO, together with all additions, accessories, attachments, parts and equipment now or hereafter affixed thereto or used in connection therewith and all substitutions, replacements and proceeds of the foregoing. Applicant hereby irrevocably authorizes FIMCO from time to time to file a copy of any initial financing statements, continuation statements and any amendments thereto to perfect its security interests and to provide any other information required to make any such filings. At FIMCO's request, Applicant shall pay the cost of filing a copy of any initial financing statements, continuation statements or any amendments thereto or promptly reimburse FIMCO for the cost thereof, as applicable. Applicant shall provide FIMCO with not less than forty-five (45) days' prior written notice of any name change, change in place of business, or, if more than one, its chief executive office, or its mailing address, its organizational number, type of organization, jurisdiction of organization or other legal structure. Applicant hereby appoints FIMCO as Applicant's attorney-in-fact for the purposes of carrying out the provisions of this section and taking any action and executing any instrument which FIMCO may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. This section is intended to enable FIMCO to avail itself, in addition to all other rights and remedies available at law, in equity or as contemplated in these terms and conditions, of all rights and remedies of a holder of a purchase money security interest under the Uniform Commercial Code and Applicant agrees to cooperate with FIMCO and take all necessary actions, including without limitation, executing any and all additional documents requested by FIMCO to cause it to receive all such rights and remedies.

COVENANTS. Until FIMCO has received payment in full for the equipment and any other amounts payable by Applicant to FIMCO, Applicant shall: (i) keep the Collateral in good order and repair and will not permit waste or do anything to impair the value of the Collateral or any part thereof or use or permit others to use the Collateral in violation of any insurance policy covering the Collateral or any statute, ordinance or state or federal regulation; (ii) give FIMCO immediate written notice of any damage, destruction, theft, loss or the occurrence of any event which impairs the value of the Collateral; (iii) keep the Collateral insured against physical loss or damage and any other risks as are usually insured against by companies engaged in similar businesses in an amount not less than the full replacement cost of the Collateral; and (iv) promptly pay when due all taxes, assessments and other charges levied or assessed upon the Collateral or for its use or operation.

Section G – Guaranty and Acknowledgement

In consideration of, and as an inducement for the extension of credit to Applicant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned guarantor, whether one or more (collectively "Guarantor") hereby guaranty, absolutely and unconditionally, jointly and severally, to FIMCO the full and prompt payment of all liabilities, obligations, charges and dues of Applicant to FIMCO (the "Guaranty"). This Guaranty is an absolute, continuing and unconditional guaranty of payment (and not of collection) and of performance of Applicant's obligations, and shall remain in full force and effect until the obligations and expenses in connection therewith shall be fully paid and performed. The liability of Guarantor is co-extensive with that of Applicant and shall be enforceable against Guarantor without the necessity of any suit or proceeding on FIMCO's part of any kind or nature whatsoever against Applicant or any other guarantor. The liability and obligations of each Guarantor under this Guaranty are primary, joint and several and independent of the obligations of any and every other Guarantor or of Applicant, and a separate action or actions may be brought and executed against any one or more Guarantor, whether or not such action is brought against Applicant or any other Guarantor and whether or not Applicant or any other Guarantor be joined in such action or actions.

The undersigned authorizes the lenders to obtain information from the references listed above and obtain a credit report (consumer or otherwise) that will be ongoing and relate not only to the evaluation and/or extension of business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time and acknowledges that Applicant may report the payment history of Applicant to credit reporting agencies.

This guaranty constitutes the entire understanding of the parties with respect to the subject matter hereof, and shall be modified only by a written agreement signed by the parties. this guaranty shall bind and benefit the successors and assigns of the parties.

Signature	Signer's Printed Name	Date
Signature	Signer's Printed Name	Date