

You are applying for a <b>CNH Capital Retail Installment Contract / Lease and a Commercial Revolving Account</b> . If you already have a CNH Capital Commercial Revolving Account check here: <input type="checkbox"/> If you do not wish to be considered for a Commercial Revolving Account please check here: <input type="checkbox"/>										*Equipment Use: <input type="checkbox"/> AG <input type="checkbox"/> CE			
Applicant	If <b>INDIVIDUAL - (Sole Proprietorship)</b>			* First Name		*M.I.	* Last Name			DBA			
	If <b>Legal Business Entity</b>				*Exact Business Name			State Organization ID Number		State Formed	Formation Date		
	*(Check One) <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Municipality If a business type is checked, please provide the officer, partner, or member's personal information in the section labeled Co-Applicant or Officer/ Partner/ Member. A copy of the partnership agreement is also required.												
	*Tax ID or SSN		*Date of Birth (individual)		*Street Address			*City		*State	*County		
	*Zip Code	*Home Phone (Individual)		*Business Phone		*Occupation: <input type="checkbox"/> Full-time Farmer <input type="checkbox"/> Building Contractor <input type="checkbox"/> Part-time Farmer <input type="checkbox"/> Excavator/Grading/Trenching <input type="checkbox"/> Custom Operator <input type="checkbox"/> Lawn & Ground Care/Snow Remove/landscape			<input type="checkbox"/> Road & Street <input type="checkbox"/> Logging <input type="checkbox"/> Rental Yard				
	Email		*Yr Business Est.	# of Acres Owned or Rented	Annual Gross Income \$	Net Worth \$		*Income Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Seasonal	*Residence (If appl) <input type="checkbox"/> Own <input type="checkbox"/> Rent	*Yr Residence Est. (individual)			
	Bank Name		Bank Phone #		Contact Name			Account #		Approximate total checking & savings balance \$			
*Has the applicant had any unsatisfied judgments against them in the past 7 years, had equipment repossessed in the past 7 years, or been declared bankrupt in the past 10 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:													
Co-Applicant or Officer / Partner / Member	*First Name		M.I.	*Last			*SSN		*Date of Birth				
	*Street Address			*City		*State	*County		*Zip Code				
	*Home Phone		Business Phone		Occupation (describe)			*Yr Business Est.	*Yr Residence Est.				
Equipment Info	*N/II	Year	*EQ Type	*Manufacturer	*Series	*Model	Description		*Serial #/VIN #	*Hours	*Sales Price		
											\$		
											\$		
											\$		
	*Will any of this equipment that you are purchasing be rented to another party? <input type="checkbox"/> Yes <input type="checkbox"/> No								*Total Sales Tax \$		*Total Sales Price \$		
Trade Info	*Year	*EQ Type	*Manufacturer	*Series	*Model	Description		Serial #/VIN #	Hours	*Allowance \$	*Amt Owing \$	*Net Trade-In \$	
										\$	\$	\$	
	If customer owes another financial institution, owe to whom:											*Total Net Trade-In \$	
Terms	*Program #	Program Description			*Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Irregular		If Frequency is Irregular please describe:			*Term	*Cash Down Payment \$
	Contract/Lease Date	Interest Start Date	First Payment Date		Skips (months)		# of Advanced Payments	Annual Usage	Purchase Option \$	*Estimated Amt Financed \$			
Ins.	PDI Company Name		PDI Deductible	PDI Agent Name			PDI Agent Phone #		PDI Policy #		Liability Company Name		
							( ) -						

\* Required Information for Credit Approval

**By signing below, you certify that: 1) This application is made for the sole purpose of obtaining Business/Commercial Credit. 2) You have read and agree to the terms and disclosures on the second page of this application. 3) You are authorized to sign on behalf of the Applicant. The person(s) signing below and or when all individual(s) on whom personal information is provided herein (including any proprietor, and any guarantor, partner or officer of Applicant) also agree, individually and not on behalf of Applicant, that CNH Capital America LLC ("CNH Capital") may obtain credit reports on said person(s) from credit reporting agencies, and otherwise investigate the credit of said person(s), in connection with CNH Capital's credit inquiry with respect to this Application, and hereby instructs all credit reporting agencies to provide CNH Capital with such credit reports upon request.**

Applicant's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(if applicable)

Co-Applicant or Officer, Partner, Member Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(if applicable)

**ADDITIONAL REVOLVING ACCOUNT DETAILS:**

**Personal Guaranty: (Required for Corporations or LLC's in business less than 2 yrs and all partnerships. Guarantor must be owner, general partner, or corporate officer).**

If a revolving account (the "Account") is opened in response to the foregoing application, in consideration of CNH Capital granting Applicant the Account, the undersigned Guarantor hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations under the agreement establishing the Account (the "Agreement"), and further agrees, in the event of any default under the Agreement, to pay the total balance due on the Account upon demand, without requiring CNH Capital or its assignees to make demand and/or proceed first to enforce the Agreement against the Applicant. The Guarantor hereby waives notice of any modifications, amendments, or extensions of the Agreement, and of Applicant's non-performance or breach of the Agreement. The payment obligations of the Guarantor are the direct, primary, and continuing obligations of the Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection. By signing below the Guarantor also agrees, individually and not on behalf of Applicant, that CNH Capital may obtain credit reports on said Guarantor from credit reporting agencies, and otherwise investigate the credit of said Guarantor, and hereby instructs all credit reporting agencies to provide CNH Capital with such credit reports upon request.

*Guarantor Signature			*First Name		*Last Name		*SSN	
*Street Address			*City		*State		*Zip Code	

\*Information required if guarantor signature is obtained

<b>Authorized Revolving Account Users</b>		First Name	M.I.	Last Name	First Name	M.I.	Last Name
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**DEALER USE ONLY:** If you entered the revolving account application in Fast App or phoned-in the application, please fax the signed application to 1-800-472-3093. If approved, please insert the account number here. **Account Number:** \_\_\_\_\_

**Requested Credit Limit: \$** \_\_\_\_\_



**Agreement**

Applicant and Co-Applicant, if any, (collectively "Applicant", "you" and "your"), submit this application for the purpose of obtaining business/commercial credit from CNH Capital America LLC ("CNH Capital"). Applicant agrees that CNH Capital may obtain a consumer credit report from one or more consumer reporting agencies (credit bureaus) in connection with your application and as otherwise allowed by applicable law. Applicant agrees to allow CNH Capital to verify your employment, pay, assets, and debts and that anyone receiving a copy of this application is authorized to provide CNH Capital with such information. You further authorize CNH Capital to gather whatever credit and employment history necessary and appropriate in evaluating this application. CNH Capital may keep this application and information about you whether or not the application is approved. Applicant certifies that the information on the first page of this application is true and complete.

Applicant agrees that if a revolving account (the "Account") is opened in response to this application; (i) the Account and any related cards (if cards are issued to access the Account) shall be governed by the terms and conditions of the agreement establishing the Account as it may be amended from time to time; (ii) Applicant shall be responsible for all charges, advances and fees made or incurred under the Account by Applicant or anyone authorized or permitted by Applicant to use the Account and/or the card(s) (if cards are issued to access the Account).

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**State Notices**

**Ohio Residents** – 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.

**California Residents** – A married applicant may apply for an individual account.

**Maine Residents** – You have the right to choose the agent and insurer for the insurance required by this transaction, but the insurer must be approved by the creditor.

**New York Residents** – A consumer credit report may be obtained in connection with this application and may also be requested or utilized in connection with an update, renewal, or extension of credit. If you request, you will be informed if a consumer report was obtained and you will be provided with the name and address of the consumer reporting agency that gave us the report.

**Vermont Residents** – By signing below you authorize us and our employees or agents to obtain and verify information about you (including one or more credit reports, information about your employment and banking and credit relationships) that we may deem necessary or appropriate in evaluating your credit application. If your application is approved and the credit is given, you also authorize us, and our employees and agents, to obtain additional credit reports and other information about you in connection with reviewing the account, taking collection on the account, or for any other legitimate purpose.

**Married Wisconsin Residents** – Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in the co-applicant/spouse section of this application.

**Illinois Residents** – (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service; (b) the applicant may request the reason for rejection of his or her application for a credit card; (c) no person need reapply for a credit card solely because of a change in marital status unless the change in marital status caused a deterioration in the person's financial position.; and (d) a person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by so long as no fraud is intended thereby.

**EAGLE POWER AND EQUIPMENT CORP. ACCOUNTS RECEIVABLE SYSTEM AGREEMENT****EAGLE POWER AND EQUIPMENT CORP., AND THE APPLICANT, AGREE THAT THE APPLICANT MAY OBTAIN MERCHANDISE AND/OR SERVICES ON THE EAGLE POWER AND EQUIPMENT CORP. ACCOUNTS RECEIVABLE SYSTEM PURSUANT TO THE FOLLOWING TERMS & CONDITIONS:**

1. Applicant agrees to pay his Eagle Power and Equipment Corp. accounts receivable system balance according to the following terms:
  - A. Parts invoices are due and payable on or before thirty days of the date of the invoices.
  - B. Service invoices are due and payable on receipt
  - C. Rental/lease payments are due and payable on receipt, and
  - D. Machinery charges are due and payable as invoiced.
2. If applicant permits any charges to remain unpaid for 30 days past the due date described in paragraph "1", applicant agrees to pay in addition to the outstanding balance a FINANCE CHARGE determined by multiplying the outstanding balance on the closing date of the billing cycle by a periodic rate as set forth below.  
**ANNUAL PERCENTAGE RATE 12%**
3. Charges made, payments and credits received after the closing date of a billing cycle will appear on the next month's statement.
4. Applicant may prepay his account in full or in part at any time.
5. To secure payment of any credit extended to applicant, applicant grants to Eagle Power and Equipment Corp. a purchase money security interest under article 9 of the Uniform Commercial Code, applicable in the state of residence of the applicant on all merchandise purchased pursuant to the terms of the Eagle Power and Equipment Accounts Receivable System Agreement and described in the invoice received by applicant at the time of purchase.
6. If applicant fails to pay the new balance shown on any monthly statement when due, Eagle Power and Equipment Corp. may declare the entire unpaid balance immediately due and payable and shall have in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code. In the event this account is placed in the hands of an attorney not a salaried employee of the holder of this account for collection through legal proceedings or otherwise, applicant will pay attorney fees and court costs incurred by Eagle Power and Equipment Corp.
7. Eagle Power and Equipment Corp. may assign the account balance of applicant. In the event of such assignment applicant shall perform all promises herein contained to such assignee as the owner hereof.
8. Any provision of this agreement prohibited by the laws of any state or United States, or any province of Canada shall be effective to the extent of such prohibition without invalidating the remaining portions of the agreement.
9. If applicant fails to comply with any payment terms as outlined in Paragraph 1, Eagle Power and Equipment Corp. reserves the right without any prior notice to terminate this agreement.
10. Notice: See accompanying statement for important information regarding your rights to dispute billing errors.