



CREDIT APPLICATION

PO Box 7160
 Fargo, ND 58106-7160

Email: RDOcreditapp@rdoequipment.com
 Ph # 800-950-4905 Fax # 855-300-6646



CREDIT LINE REQUEST \$ \_\_\_\_\_

(Payable in full within 20 days of the billing cycle)

RDO Location \_\_\_\_\_

PRIMARY APPLICANT INFORMATION – Full legal name and address of Business – Corporation, Partnership, Trust, Sole Proprietorship or Municipality

Business Name \_\_\_\_\_ (“Applicant”) Federal Tax ID or SSN \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail address \_\_\_\_\_

State in which business is Registered or Incorporated \_\_\_\_\_ Date Incorporated, Established, or DOB \_\_\_\_\_

Type of Business: (Please check one)

Individual S Corp C Corp LLC/LLP Municipality Trust Other

Purchase Order required? YES NO If yes, what is your policy? \_\_\_\_\_

Email RDO Invoices? YES NO If yes, what email address(es)? \_\_\_\_\_

CO-APPLICANT INFORMATION (must sign below as Co-Applicant and agrees to be liable with Primary Applicant for debt )

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

DOB \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Ownership % Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Are you a U.S. Citizen? Yes No

CO-APPLICANT INFORMATION (must sign below as Co-Applicant and agrees to be liable with Primary Applicant for debt)

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

DOB \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Ownership % Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Are you a U.S. Citizen? Yes No

FINANCIAL INFORMATION AND REFERENCES

Annual Gross Sales \$ \_\_\_\_\_ Total Assets \$ \_\_\_\_\_ Total Liabilities \$ \_\_\_\_\_

Insurance Agency Name \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Trade References: 1. \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

2. \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Bank Reference \_\_\_\_\_ Loan Officer \_\_\_\_\_ Phone No. \_\_\_\_\_

Account Type \_\_\_\_\_ Account No. \_\_\_\_\_ Account Type \_\_\_\_\_ Account No. \_\_\_\_\_

Bank Reference \_\_\_\_\_ Loan Officer \_\_\_\_\_ Phone No. \_\_\_\_\_ Account No. \_\_\_\_\_

Ever filed for Bankruptcy? YES NO Has a judgment, lien, or collections action been filed against you? YES NO

AUTHORIZATION TO RELEASE INFORMATION AND AGREEMENTS TO TERMS AND CONDITIONS

I/We have applied for credit from RDO Equipment Co. and or RDO Water, LLC and or RDO Integrated Controls and or its assignees (RDO) and agree and understand that this Credit Application, and any financial documents submitted in support of this Credit Application, may be submitted to other creditors who may then rely on the application and financial documents for extending credit to me/us. As part of the application process, RDO may verify information contained in my/our Credit Application and in other documents required in connection with this credit. I/We authorize any third party to provide RDO with such information including, but is not limited to, a credit report, credit score, account balances and credit histories provided by such third parties as depository institutions, trade references and credit reporting agencies. This information will be used exclusively by RDO for the purpose of determining credit eligibility and will not be otherwise disclosed except as required or permitted by law. I/We are not required to provide this information, but if I/we do not, this Credit Application for credit may be delayed or rejected. A COPY OF THIS AUTHORIZATION MAY BE ACCEPTED AS AN ORIGINAL. I/WE HAVE READ AND AGREED TO ALL THE TERMS AND CONDITIONS AS SET FORTH ON THE FIRST AND SECOND PAGE OF THIS CREDIT APPLICATION. Except for paragraphs 2, 10, and 11, the Terms and Conditions do not apply to any creditor other than RDO. I/We acknowledge and agree that RDO may sell, assign, or transfer this Agreement, in whole or in part. Applicant releases all claims against RDO and your other creditors for all acts or omissions which occur in verifying the above information. The parties agree that this Credit Application may be maintained in an electronic form. Every individual Primary Applicant and individual Co-Applicant hereby agrees to provide RDO with a copy of their Driver’s License.

PRIMARY APPLICANT

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_
Authorized Signature of Applicant Printed Name of Signor

CO-APPLICANT

By \_\_\_\_\_ Date \_\_\_\_\_
Authorized Signature of Co-Applicant Printed Name of Signor

By \_\_\_\_\_ Date \_\_\_\_\_
Authorized Signature of Co-Applicant Printed Name of Signor

## AGREEMENTS, TERMS AND CONDITIONS

1. Primary Applicant/Co-Applicant (collectively referred to herein as "Applicant" and sometimes referred to as "you", "your" or "yours") desires to purchase goods and services and/or to rent goods from RDO on an open account basis and desires in consideration of the creation of an open account(s) to be bound by the terms and conditions as contained in this Credit Application and any separate additional written agreements related to said purchases of goods and services and/or rental of goods from RDO, said separate additional written agreements are incorporated herein by this reference. Applicant signature on the Credit Application constitutes offer and acknowledgement of Applicant's agreement to the Credit Application and to these Agreements, Terms and Conditions ("this Agreement") and RDO's acceptance constitutes a binding agreement.
2. To induce RDO to extend credit to Applicant for the purposes of obtaining goods and/or services and/or to rent goods from RDO, Applicant provides the information in this Application knowing that RDO will rely upon such information to be true, correct, complete and accurate in all respects in making its credit decision concerning Applicant. Credit may be extended by RDO to Applicant based, at least in part, on the information provided in this Application. Applicant represents and warrants to RDO that it is solvent at the date of presentation of this Credit Application and is not aware of any incidences, pending or threatened litigation or actions that may render it insolvent or have an adverse effect upon its financial ability to pay the obligations timely in the next 180 days or such later time as it takes RDO to accept the Credit Application, and that any financial statements presented actually reflect the present financial conditions of the Applicant. Applicant is not aware of any judgment or lien that may be filed within 60 days after presentation of the Credit Application.
3. RDO will mail to Primary Applicant at Primary Applicant's address, a statement of account monthly, which will show Applicant's account activities, assessed finance charge and new balance. Applicant agrees to notify RDO in writing of any error in the statement within 10 days after the date of that statement. If not so noticed, the statement shall be deemed to be correct and accepted as rendered. Applicant shall pay in full in accordance with the terms of the particular purchase agreement, invoice, and/or other shipping or delivery document, with or without Applicant's signature, notwithstanding all sale transactions are due in full within 20 days of the billing cycle. In the absence of such express terms and conditions, all sums past due shall bear a finance charge at the rate of one percent (1.0%) per month.
4. North Dakota law, including the laws governing interest and usury, shall be applicable to this Agreement and shall govern the monthly periodic rate and corresponding annual percentage rate. If for any reason it is determined by a court of competent jurisdiction that a different usury or interest law is deemed applicable, the monthly periodic rate and corresponding annual percentage rate shall be the maximum non-usurious rate of interest applicable to any entity such as you in the applicable jurisdiction. Further, if for any reason it is determined by a court of competent jurisdiction that the law of: (i) the State of Arizona is applicable, then it is expressly agreed that A.R.S. § 44-6002 shall apply; (ii) the State of Texas is applicable, then it is expressly agreed that this extension of credit is for business, commercial, investment and/or similar purposes and that Chapter 346 of the Texas Finance Code shall not apply; or (iii) the State of Montana is applicable, then it is expressly agreed that MCA § 31-1-107 shall apply. If for any reason amounts paid in connection with RDO's extension of credit to you under this Agreement are deemed interest that produces a rate in excess of the maximum non-usurious rate of interest under the law applicable to this Agreement, RDO shall refund to you such portion of said interest that is in excess of the maximum non-usury rate of interest for that particular jurisdiction applicable to an entity such as you.
5. Applicant grants to RDO a purchase money security interest in all goods purchased through the account(s) established consistent with this Credit Application and all proceeds, including insurance proceeds. RDO's security interest continues until such goods are paid for in full in a manner consistent with this Agreement. Applicant agrees that all funds owed to Applicant or received by Applicant from anyone resulting from the labor and materials supplied by Applicant which are purchased through this account shall be held in trust for the benefit of RDO. Applicant agrees to promptly pay these funds to RDO and that you agree that you have no interest in these funds and that you irrevocably assign to RDO your accounts and accounts receivable that comprise these funds. By this Agreement you agree that RDO may file a financing statement to perfect its interest in the property or take whatever steps necessary to perfect its interest.
6. RDO may, in its sole discretion, apply any payment received from Applicant hereunder in any manner which RDO deems proper. Such application may be first to late payment charges, shipping charges, actual pre-judgment and post judgment attorney's fees and costs, or any other applicable charge, in any order before applying the remainder of any such payments towards Applicant's principal account balances.
7. This is the entire agreement between RDO and Applicant regarding the Credit Application and no oral changes can be made. No promises, representation or agreement purporting to modify this Agreement and no revocation, partial or otherwise, or change, amendment, addition or alteration shall be valid unless the same be in writing, signed by all parties hereto or by their duly authorized agents. Waiver by RDO of any terms or conditions of this Agreement or waiver of any breach thereof shall not affect the validity or enforceability of the remaining provisions of this Agreement. A determination that any provisions of this Agreement are illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
8. The goods sold or rented pursuant to this Agreement are sold or rented "as is" and without warranty whatsoever, with the sole exception for such written warranties as might be delivered to the Applicant in connection with one or more particular sales of goods or services. Except for any such express written warranties, **RDO SELLS OR RENTS ALL GOODS AND SERVICES PURSUANT TO THIS AGREEMENT WITHOUT WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Notwithstanding anything contained to the contrary, Applicant agrees that Applicant may not offset any payments under this Credit Application or the account because of any dispute concerning warranty issues and that the payment on the account is absolutely due and owing without any right of offset or recoupment of any nature.
9. Applicant agrees to provide RDO written notice within 30 days after it happens of any change in Applicant's name, address, ownership or form of business entity.
10. If this Application for credit is denied by RDO, you have the right to a written statement of the principal reasons for that denial. To obtain that statement, contact RDO P.O. Box 7160, Fargo, ND 58106-7160 within 60 days from the date you were notified of that denial decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against 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.
11. Applicant acknowledges that (1) RDO has not represented that the terms of this financing are more or less favorable than other financing; (2) RDO is not Applicant's agent in obtaining the financing; (3) Applicant may obtain financing from other sources; and (4) RDO may be compensated by an assignee of the Credit Application for services involved in arranging this financing.
12. Applicant agrees that Applicant is in default if (a) Applicant fails to pay when payments are due; (b) the value of RDO's security interest in any collateral is materially impaired; (c) Applicant's ability to repay is materially affected by a change in employment, by a material change in your obligations, by a bankruptcy or insolvency proceedings, by a change in your marital status or domicile; (d) Applicant, an officer, member or director of the Applicant dies or becomes incompetent or files bankruptcy or has a bankruptcy filed against it or has a judgment entered against it; (e) Applicant has provided false or misleading information relating to this Credit Application or the account; (f) Applicant fails to perform any other obligations under the terms of this Agreement as may be amended; (g) Applicant is in default of any other agreement with RDO. Applicant agrees that if Applicant is in default, Applicant shall pay for all costs and expenses incurred by RDO in connection with enforcing the terms of this Agreement, including collecting all sums owed by Applicant, including actual fees charged by a collection agency, attorney fees and any other charges allowed by applicable statute whether or not a lawsuit has been initiated. RDO, in its sole discretion, may venue the lawsuit in any county where RDO has a location or place of business and Applicant agrees to the same. Applicant agrees to pay RDO a \$25.00 service charge on each nonsufficient funds check (NSF) returned to RDO. In RDO's sole discretion, any waiver of a term, condition or default by RDO does not constitute a waiver in the future. In the event of litigation, Applicant expressly waives the right to a trial by jury.