



APPLICATION FOR CREDIT AND/ OR FINANCING ACCOUNT



to: 816-753-6005 or mail to: 5701 East 87th ST. Kansas City, MO 64132

GENERAL INFORMATION: Please print or type DEAN SALES CONTACT: _____

Existing Customer

Applicant Name _____ Trade Name (if different) _____

Physical Address _____ City _____ State _____ Zip _____ County _____

Billing Address _____ City _____ State _____ Zip _____ County _____

Business # (____) _____ Mobile/Pager# (____) _____ City _____ State _____ Fax# (____) _____ Zip _____ County _____

Contact Name _____ Title _____ E-Mail _____

Description of Business _____ Business Start Date _____ Time as Current Owner _____

Type of Business: Sole Proprietorship Corporation General Partnership L. L. C. Personal Use

Has the business or any principal ever declared bankruptcy? Yes No Are there any outstanding liens or judgments? Yes No

If yes, date filed _____ # of Employees _____

Fed ID Number _____ Sales Tax Exempt? Yes No If yes, please attach a copy of exemption certificate

Bonding Company _____ Contact Name _____ Phone # (____) _____

Insurance Company _____ Contact Name _____ Phone # (____) _____

Caterpillar Insurance offers physical damage coverage. Please ask your Caterpillar dealer or contact us at 1.800.248.4228

FINANCIAL INFORMATION: Additional financial information may be requested and is required for exposure over \$250,000

BANK/FINANCE CO. REFERENCE:

Acct #	Contact/Phone #	Checking: (Please provide current balances)	Savings:	Loan:
(1) _____	_____	\$ <input type="checkbox"/> _____	\$ <input type="checkbox"/> _____	\$ <input type="checkbox"/> _____
(2) _____	_____	\$ <input type="checkbox"/> _____	\$ <input type="checkbox"/> _____	\$ <input type="checkbox"/> _____

TRADE REFERENCES:

Contact	Address (include city, state, & zip)	Telephone #	Account #
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS: attach additional sheets, if necessary

Name/Title _____ Birthdate _____ SS # _____

Home Address & Phone # _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

Name/Title _____ Birthdate _____ SS # _____

Home Address & Phone # _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

DEAN MACHINERY CO. CREDIT POLICY:

- Parts and Service invoice terms are "Net 30 days". Machines and all Rentals are "Net 10 days". (Billed in arrears. Dean reserves The right to bill in advance.)
- If not paid by the END of the month following date of purchase, a 1.5% finance charge (18% annual percentage rate) will be charged.
- If account is past due 90 days, we will be unable to make shipments other than C.O.D. until satisfactory arrangements have been made with our Credit Department
- All new accounts will be shipped C.O.D. until credit is approved.
- The undersigned purchaser agrees to pay, in the event that the account becomes delinquent and is turned over to an attorney or collection agency for collection, attorney's fee or collections fee equal to fifteen percent (15%) of the balance due plus all attendant collection costs, as governed by the laws of the State of Missouri.

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

BY: _____ Title: _____ Date: _____
BY: _____ Title: _____ Date: _____

EQUIPMENT INFORMATION

Make	Serial #	CAT Equivalent	Model	Year	Customer Equip. #

Please fill in the above information. This will help Dean Machinery Co. provide you with the correct parts for your machinery.

IF YOUR COMPANY IS INCORPORATED, THE PRINCIPAL OWNERS MUST SIGN BELOW

I/We, _____ in consideration of the extension of credit, at my/our request.
to (applicant's name) _____
address _____

(hereinafter referred to as "customer"), by Dean Machinery Co., (hereinafter, together with its successors and assigns, called "Dean") hereby unconditionally guarantees the full and prompt payment when due, of all obligations of the customer to Dean in any amount, now or hereafter existing (all such obligations being hereinafter collectively call the "Liabilities"). The undersigned further agrees to pay all expenses (including attorney's fees and expenses) paid or incurred by Dean in endeavoring to collect the Liabilities, or any part there of, and in enforcing this guaranty.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect unless the undersigned gives written notice by certified mail to Dean of discontinuance of this guaranty. No such notice shall affect or impair the obligations here under of the undersigned with respect to any Liabilities existing at the date of receipt of such notice by Dean.

The undersigned hereby expressly waives notice of: acceptance of this guaranty, the existence or creation of all or any of the Liabilities, presentment, demand, dishonor, protest, and all other notices whatsoever.

As a condition of payment or performance by the guarantor, Dean is not required to prosecute or seek to enforce any remedies against the customer or any other party liable to Dean on account of the guaranteed debt.

The guaranty has been made and delivered in the State of Missouri and shall be governed by the laws of the State of Missouri.

The entire agreement of the parties found in this written instrument.

SIGNED AND DELIVERED this _____ Day of _____, 20_____

(Individual Signature)

(Individual Signature)

Street Address

Street Address

City State Zip

City State Zip

Continuing Work Order Agreement



THIS AGREEMENT is made this _____ day of _____ 20 _____ by and between _____ its agents, servants,

successors and assigns ("Customer") and DEAN MACHINERY CO., a Missouri corporation with principal offices at 1201 West 31st Street, Kansas City, Missouri ("Dean"). Because Customer and Dean anticipate that they will have an on-going relationship whereby Dean from time to time will perform maintenance, repairs and other work upon Customer's machines, tractors, trucks and other property ("equipment"); because, it is anticipated that instructions to perform work and other communications between the parties during the performance of the work will be commonly communicated by telephone; and, because the parties desire to set out in writing the basic contractual terms under which the work is to be performed; IT IS THEREFORE AGREED BY CUSTOMER AND DEAN:

1. This Continuing Work Order Agreement ("Agreement") upon execution shall be deemed to be the understanding of the parties to the extent set forth herein. This Agreement will continue indefinitely until revoked by either party upon giving ten (10) days advance written notice. This Agreement shall be the controlling agreement for all repairs, maintenance and other work performed by Dean on Customer's equipment; and, each separate work project undertaken by Dean shall be subject to the terms and conditions set forth herein.

2. It is understood that, upon delivery of any item of equipment to Dean for repair, maintenance or other work, Dean may examine the item of equipment as to work which Dean may suggest to be performed in addition to whatever work, if any, might have been requested by Customer. All work (requested by Customer or suggested by Dean) to be performed will be noted on a form as supplied by Dean. At that time Dean will contact Customer as to Dean's suggested work; and, upon Customer approval, oral or otherwise, being obtained, Dean will proceed to perform all work. Dean will not perform, nor will Dean be required to perform, any work unless authorization, oral or written, is received from Customer. Customer authorization will be noted on the Dean work order form by Dean or Customer personnel.

3. It is understood that, because of the complexity of the equipment, it is difficult to project an accurate estimate of the costs involved in certain types of repairs, maintenance and other work. If requested by Customer for a particular project, Dean, upon completion of a sufficient inspection for adequate determination, will make its best effort to inform Customer of projected costs of that particular project. Dean will attempt to inform Customer of any material additions to that projection as work is being performed. However, UNLESS SPECIFICALLY REQUESTED TO MAINTAIN WORK WITHIN A PARTICULAR DOLLAR ESTIMATE, Dean shall proceed with authorized work and CUSTOMER SHALL BE LIABLE FOR ALL REASONABLE AND CUSTOMARY CHARGES incurred by Dean in so performing thereunder.

4. Dean warrants the work performed to be free from defects in material and workmanship for a period of 90 days. Dean's obligation under this warranty shall be limited to the repair or replacement at Dean's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Such remedy shall constitute Customer's sole and exclusive remedy and Customer hereby agrees that no other remedy shall be available to Customer. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Substandard repair work may be performed upon request of Customer and according to Customer's instructions but such work will carry absolutely no warranty whatsoever. Customer further acknowledges and agrees that no verbal contracts, agreements or warranties other than what is set forth herein have been received or given.

5. Customer will make payments for services rendered by Dean at such times and in such manner as may be prescribed by Dean. A service charge of 1.5% per month will be added to late payments. In the event of non-payment by Customer, the costs incurred by Dean in collecting the indebtedness, including attorneys fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Dean. These provisions are not exclusive and Dean may elect other remedies at law and in equity.

6. All risk of loss and damage to any item in Dean's possession caused by circumstances or events beyond Dean's control shall be borne solely by its owner.

7. Any provision of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.

8. This Agreement shall be deemed to be governed by the laws of the State of Missouri. IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed.

DEAN MACHINERY CO.

CUSTOMER:

By: _____

By: _____

(Authorized Signature)