

**STOWERS MACHINERY CORPORATION**

Date: \_\_\_\_\_

Pages: \_\_\_\_\_

Customer Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Dear Sir or Madam:

Thank you for your interest in doing business with Stowers. We are excited about the opportunity to establish and maintain a valuable commercial relationship with you and your company.

**Please complete and sign** the following **Credit Application and Master Account Agreement** and return all documents. If requesting terms, please **include telephone, fax, and account numbers for your trade and bank references to expedite processing.** If you wish to remain a COD account or have a Cat Commercial Account, please sign the Master Account Agreement and complete only the top portion of the Credit Application for informational purposes.

Please note the following insurance requirements for rented or leased equipment. You must provide us with a Certificate of Insurance for general liability, equipment physical damage coverages, and auto liability, as applicable, with limits as detailed in the agreement. Stowers Machinery Corporation must be named as loss payee and additional insured on the policies. The equipment physical damage coverage must also include a provision for "rented or leased equipment," for an amount at least equal to the replacement cost of the equipment rented or leased. These requirements have to be met before any equipment will be delivered. If physical damage coverage is not provided, you will automatically be charged a fee for FTV (fire-theft-vandalism).

The Caterpillar Financial addendum is included if you are considering financing with Caterpillar. A signature on this form allows Stowers to use the credit information provided to us instead of completing a Caterpillar Financial Credit Application.

If you are sales tax exempt, a copy of your tax exemption certificate should be included with the application. We will need to verify your exemption status with the state issuing the certificate prior to exempting any sale from tax.

If open account terms are approved, our standard terms are **Net 30 days**, payable from the date of invoice. A finance charge will be assessed on past due accounts. Accounts that are continually delinquent will be reviewed for future creditworthiness. If a **COD** account is established, a credit card number will be required. You may make payment by cash or check, but the credit card will be charged if the amount due is not paid.

This letter is not intended to modify the terms and conditions of the Master Account Agreement, which shall supersede any contrary statements herein.

Sincerely,

Stowers Machinery Corporation

**KNOXVILLE**

6301 Old Rutledge Pike  
P.O. Box 14802  
Knoxville, TN 37914  
865.546.1414 tel.

**WEST KNOXVILLE**

10644 Lexington Drive  
Knoxville, TN 37932  
865.215.8800 tel.

**CHATTANOOGA**

4066 South Access Road  
Chattanooga, TN 37406  
423.698.6943 tel.

**TRI-CITIES**

9960 Airport Parkway  
P.O. Box 5599  
Kingsport, TN 37663  
423.323.0400 tel.

**SEVIERVILLE**

1825 Veterans Blvd.  
Sevierville, TN 37862  
865.595.3750 tel.

**CROSSVILLE**

215 Interchange Drive  
Crossville, TN 38571  
931.484.4040 tel.

Visit us on the web at [www.stowerscat.com](http://www.stowerscat.com)



Store # \_\_\_\_\_ Account # \_\_\_\_\_ Sales Person # \_\_\_\_\_  
Approved By \_\_\_\_\_



Mail or Email to: PO Box 14802      credit@stowerscat.com  
Knoxville, TN 37914

## CREDIT APPLICATION and MASTER ACCOUNT AGREEMENT

Legal Business Name: \_\_\_\_\_  
Type of Business (mark one): ☐ corporation ☐ limited liability company (LLC) ☐ partnership ☐ individual/sole proprietor  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
**If individual/sole proprietor:** Social Security No. \_\_\_\_\_ Spouse's Name \_\_\_\_\_  
**State of Incorporation or Organization:** \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_  
Tax Exempt (mark one)? ☐ YES ☐ NO [If tax exempt, you must provide certificate]  
Description of Business \_\_\_\_\_ Business Start Date: \_\_\_\_\_  
Primary Purpose of Application: ☐ Parts and Service ☐ Machine Sales ☐ Power Systems ☐ Rentals

### OWNERS/OFFICERS OF BUSINESS:

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name _____ Title _____           | Name _____ Title _____           |
| Social Security No. _____        | Social Security No. _____        |
| Percent of Ownership: _____ %    | Percent of Ownership: _____ %    |
| Home Address _____               | Home Address _____               |
| City _____ State _____ Zip _____ | City _____ State _____ Zip _____ |
| Home Telephone No. (____) _____  | Home Telephone No. (____) _____  |

### ADDITIONAL INFORMATION:

Will you provide physical damage insurance on equipment? ☐ YES ☐ NO ☐ N/A  
Are purchase orders required? ☐ YES ☐ NO  
Are there any lawsuits currently pending against you or your company? ☐ YES ☐ NO  
Have you, your company, any principal of your company, or any other company in which you have been a principal, ever filed for bankruptcy protection? ☐ YES ☐ NO

**Insurance required per Master Account Agreement, including property and bodily injury in amount of \$1 million per occurrence, plus physical damage insurance or FTV Waiver, and as applicable auto liability in amount of \$1 million per occurrence and physical damage.**

### List all locations at which you currently intend to use equipment rented under this account:

Project/Owner \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

### CREDIT REFERENCES

Bank Name \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Account No. \_\_\_\_\_  
Email and/or Fax: \_\_\_\_\_

Company Name \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Account No. \_\_\_\_\_  
Email and/or Fax: \_\_\_\_\_

### Office Use

Company Name \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Account No. \_\_\_\_\_  
Email and/or Fax: \_\_\_\_\_

### Office Use

Company Name \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Account No. \_\_\_\_\_  
Email and/or Fax: \_\_\_\_\_

The Applicant (Customer) must read and accept the following General Account Terms and Conditions prior opening an account.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## GENERAL ACCOUNT TERMS AND CONDITIONS

In consideration of the extension of credit and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned Customer hereby agrees that any and all accounts with, and receipt or rental of equipment, machinery or vehicles from, Stowers Machinery Corporation, including but not limited to Stowers Power Systems and Stowers Rents, and their successors, assigns and affiliates (collectively referred to herein as "Company"), whether now or in the future, and whether or not subject to a separate rental or other agreement or work or purchase order, shall be subject to the terms and conditions set forth herein (the "Agreement"). Any equipment, machinery or vehicles from Company, whether on demonstration ("demo") or rental, including all parts and accessories thereto, shall be referred to herein as the "Equipment." In the event of a conflict between the terms and conditions contained in this Agreement and any terms or conditions set out in any other document pertaining to Customer's transaction with Company, Customer agrees that the terms and conditions of this Agreement shall govern.

**Credit Application Representations.** The undersigned, individually and in any representative capacity indicated, represents and warrants that the information provided on the first page of this Credit Application and Master Account Agreement is true, complete and accurate, and acknowledges that Company will rely on this information in extending credit, renting equipment and transacting business with Customer.

**All Transactions.** The terms and conditions herein shall apply to all transactions between Company and Customer, including but not limited to all goods, services, rentals and demos furnished by Company to Customer. All Equipment furnished to Customer on demo shall be treated as rented Equipment in accordance with the terms and conditions of this Agreement.

**Payment of Account.** Customer shall pay all invoices for goods, services and rentals furnished by Company within net 30 days from the date of invoice, or such shorter period of time as expressly provided in a separate invoice or purchase order or agreement accepted by the Company.

**Rental Period.** The Rental Period of Equipment rented by Customer shall commence on, and include, the day the Equipment is delivered to, or picked-up by, Customer or Customer's agent or contractor. The Rental Period shall terminate on, and include, the day on which one of the following occurs:

1. Customer notifies Company of the termination of the Rental Period AND obtains a "Call-Off Confirmation Number" from Company; provided, Customer also notifies Company of the location of the Equipment and ensures that the Equipment is immediately available for pick-up by Company. Customer must retain the Call-Off Confirmation Number as proof of such termination. Company may then pick-up the Equipment at the specified location. If the Equipment is not made immediately available and accessible for pick-up by Company, then the Rental Period shall continue until such time as the Company actually repossesses the Equipment.

2. The Equipment is returned to Company's premises strictly in accordance with the terms of this Agreement.

3. Company, at its option, notifies Customer in writing of the termination of the rental and actually repossesses the Equipment, or Company otherwise repossesses the Equipment, which it may do at any time.

Stowers Master Acct Agmt Ver. 2022-May

Customer shall be responsible for payment of the rental rate through the later of (a) the date of the termination of the Rental Period, or (b) the expiration of any minimum Rental Period, whichever is greater. All Rental Periods are for at least one full day; Company does not rent for half-days. No allowance will be made for Sundays, holidays or time the Equipment is in transit, or for any period of time the Equipment may not be in actual use, for any reason, while in Customer's possession.

**Title:** Company is and shall remain the exclusive owner of the Equipment, and the Equipment shall remain personal property at all times. Customer shall keep the Equipment free from any and all liens and claims, and shall not do or permit any act or thing whereby Company's title or rights may be encumbered or impaired. Customer will not acquire any equity, ownership or lienholder's interest in the Equipment by making rental payments or repairs.

**Rental Rates:** Rental rates shall be based upon Company's standard Daily Rate, Weekly Rate or Four-Week Rate prevailing at the time of the commencement of the Rental Period. All rental rates shall be based on the Daily Rate, unless: (1) the Rental Period is at least three full days, but less than three full weeks (21 days), in which case the rental for said period shall be based on the Weekly Rate; or (2) the Rental Period is at least three full weeks, in which case the rental for said period shall be based on the Four-Week Rate. Company does not prorate rental rates. Customer may be charged the Daily Rate for each day during the Rental Period exceeding any weekly or four-week period. Company may charge overtime in addition to the Daily Rate, Weekly Rate and Four-Week Rate as follows:

**Daily Rate Overtime:** 1/8 of the daily rate for each hour used in excess of 8 hours in any one day.

**Weekly Rate Overtime:** 1/8 of the daily rate for each hour used in excess of 40 hours in any one weekly period.

**Four-Week Rate Overtime:** 1/10 of the weekly rate for each hour used in excess of 176 hours in any four-week period; except, Power Systems may charge 1/10 of the weekly rate for each hour used in excess of 160 hours in any four-week period for certain items of equipment as determined by Power Systems.

All rates are subject to change from time to time by Company and are effective upon the date of change.

**Receipt and Inspection of Equipment.** Immediately upon receipt of the Equipment by Customer or its agents, Customer shall be responsible for inspecting the Equipment and ensuring it has all necessary parts and accessories and is in good, secure and working order, repair and condition. Customer shall immediately notify Company if the Equipment is not complete and in good, secure and working order, repair and condition, **and** shall immediately call-off the rental (as described above) or return the Equipment. Failing to call-off or return the Equipment immediately, or otherwise using the Equipment, shall constitute acceptance of the Equipment as is. By accepting the Equipment, Customer agrees that it has received the Equipment, all necessary parts and accessories, and all other devices and materials used to connect the Equipment to Customer's towing motor vehicle, if any, in good, secure and working order and condition, and waives any claim for any alleged deficiencies in the Equipment.

**Use and Maintenance of Equipment.** Customer acknowledges and agrees that (a) Customer has independently verified the Equipment is suitable for Customer's intended use; (b) Customer has not relied upon any advice or statements from Company's representatives concerning the use or application of the Equipment; and (c) Customer, and its agents, understand the proper use of the Equipment and its operating instructions. Customer agrees the Equipment will be used only pursuant to its operating instructions, within its rated capacity and by qualified, safe and competent personnel; Customer shall not abuse, harm or improperly operate the Equipment. Customer agrees to comply with all federal, state and local laws, regulations and ordinances, including the Occupational Safety and Health Administration Act of 1970 (OSHA), related to the use of the Equipment, and Customer shall indemnify and hold Company harmless from any liability or expense (including attorneys' fees) resulting from any actual or asserted violations of such laws, regulations and ordinances. The Equipment shall be used and kept only at the place of business or jobsite described in a separate, written rental agreement with Company, and will not be removed from such location without the prior written consent of Company. Customer will not change, add or remove any insignia or decals on the Equipment. Customer will not disconnect, remove or alter any components of the Equipment, including any tracking devices. The Equipment and the lease thereof may not be sublet or assigned, and the Equipment may not be used by any person other than the Customer during the Rental Period. During its use of the Equipment, the Customer, at its own expense, shall maintain the Equipment in proper condition by (a) performing all normal periodic and other basic maintenance, adjustments and lubrication on a daily basis; (b) maintaining proper fluid levels at all times, including but not limited to oil, fuel, water, antifreeze, transmission fluid, hydraulic fluid, battery fluid and lubricants, and proper air pressure levels; (c) maintaining the Equipment in safe and mechanical operating condition; and (d) conducting such preventative maintenance suggested in the manufacturer's operation, owner or maintenance manual.

**Hazardous Materials.** Customer shall not introduce, apply or inject into, on or about the Equipment any substances, hazardous substances, hazardous materials, hazardous wastes, toxic substances or pesticides regulated by applicable federal, state or local laws, regulations and ordinances, except those substances expressly permitted by the Equipment's operation, owner or maintenance manual. Customer shall indemnify and hold Company harmless from and against any liability or expense (including attorneys' fees) imposed on, incurred by or alleged against Company related to Customer's breach of this provision.

**Failure of Equipment.** If the Equipment should fail to operate properly or require any repairs during the Rental Period, Customer must immediately stop using the Equipment and notify Company of the mechanical condition or damage. Customer may then (a) call-off the rental as described herein, (b) return the Equipment at its own expense to Company strictly in accordance with the terms of this Agreement or (c) request that Company inspect and repair the Equipment, in which case the Rental Period shall continue unabated until otherwise terminated as described hereinbefore. If Company inspects and repairs the Equipment, including but not limited to damaged tires, Customer shall be charged for such inspection and

repair at Company's standard rates, unless the failure of the Equipment, in the sole opinion of the Company, was due to normal and reasonable wear and tear and not the neglect or fault of Customer. Under no circumstances shall Customer repair the Equipment or cause the Equipment to be repaired by another, without Company's prior written authorization.

**Return of Equipment.** Customer shall return the Equipment to Company at the end of the Rental Period in the same condition it was in at the commencement of the Rental Period, except for normal and reasonable wear and tear. The Equipment must be returned to Company's premises during normal business hours or be called-off for pick-up as provided herein. The Equipment must be returned with fuel and fluids at their original levels; otherwise, Customer will be charged for refilling the fuel and fluids at Company's standard, then-prevailing rates. Customer will also be charged for any excessive cleaning the Equipment may require when returned.

**Retaking Equipment.** Notwithstanding any other provision of this Agreement, Company may at any time terminate the Rental Period and retake the Equipment without prejudice to its rights to recover rent and other charges hereunder. Customer authorizes Company and its agents to go upon the property where the Equipment is located and repossess the Equipment without legal process, which Customer waives along with any claims for damage or loss (including special, incidental or consequential damages) caused by such repossession. Customer agrees to pay all costs and expenses (including attorneys' fees) incurred by Company in retaking the Equipment and to indemnify and hold Company harmless from any liability or claims of third-parties.

**Risk of Loss; Damages; Reasonable Wear and Tear.** Until the Equipment is returned to Company, Customer assumes liability for all loss or damage to the Equipment from any cause whatsoever, whether or not Customer's fault, including but not limited to accident, fire, flood, theft, vandalism, collision, rollover, failure of any hitching devices, acts or omissions of third-parties and acts of God. Until the Equipment is returned to Company, Customer shall bear all risk of loss to the Equipment. Customer shall be liable for damage or loss occurring because the Equipment was not returned within Company's regular business hours. Customer shall promptly report to Company any damage or loss incident and provide the names, telephone numbers and addresses of all persons involved and witnesses. Normal and reasonable wear and tear, as used in this Agreement, means only the normal deterioration caused by ordinary, safe, competent and reasonable operation of the Equipment on a single-shift (eight hours per day, five days per week) basis. The following, among other things, shall not be deemed normal and reasonable wear and tear: damage resulting from lack of lubrication or maintenance of necessary oil, water or air pressure levels; damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation, owner or maintenance manual; damage resulting from any collision, overturning, or improper operation of the Equipment, including overloading or exceeding the Equipment's rated capacity; and damage in the nature of dents, bending, tearing, staining and misalignment of the Equipment or any part thereof.

**Repairs.** If the Equipment is retaken or returned damaged or excessively worn, Company may cause such damage or deterioration to be repaired or may replace the Equipment if Company determines it to be a total loss. Company may decide in its sole and absolute discretion whether and when repairs shall be made, the extent of repairs, the manner of repairs and the person to perform the repairs; in any event, the Equipment may be repaired so it is in the same condition as at the commencement of the Rental Period, normal and reasonable wear and tear excepted, and so its operation and value, as measured as of the commencement of the Rental Period, is not impaired. Customer shall pay for the replacement of the Equipment, or the costs of repairs at Company's standard, then-prevailing rates for labor and parts, or at the standard, then-prevailing rates of any person chosen by Company to perform such repairs, as applicable; provided, Customer's liability for repairs shall be limited to the full replacement value of the Equipment at the time of the commencement of the Rental Period. Customer hereby assigns to Company the right to any insurance claim or proceeds associated with damage to the Equipment during the Rental Period. Customer shall pay costs of repair in advance upon demand by the Company. If still operable, the Equipment may be rented by Company prior to such repairs being made. Customer shall pay rent at the Daily Rate during any period of time in which the Equipment cannot be rented because it is undergoing repairs or is being replaced, or is inoperable as a result of damage or excessive wear during the Rental Period.

**Disclaimer of Warranties and Liability. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Customer's sole remedy for any failure of or defect in the Equipment shall be the termination of the Rental Period pursuant to the terms of this Agreement. Company shall not be responsible for any loss, damage or injury to any person or property, including lost profits, incidental, special or consequential damages, related to the operation, use or failure of the Equipment or any defects therein. Company does not assume any responsibility under any manufacturer's warranty related to the Equipment. Customer shall indemnify and hold Company harmless from any claims, including claims from third-parties, for loss, injury or damage to persons or property arising from Customer's possession, use, maintenance or return of the Equipment, including legal costs and attorney's fees incurred in defense of such claims.

**Insurance.** Customer shall maintain general liability insurance during the entire Rental Period covering its operation of the Equipment with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence. Also, Customer shall either (1) maintain physical damage insurance during the entire Rental Period with full replacement coverage for the Equipment; or (2) pay for Company's Fire, Theft and Vandalism Waiver ("FTV Waiver"), the terms of which are incorporated herein by reference. In the event Customer fails to furnish Company with an acceptable certificate of physical damage insurance, then Customer automatically agrees to be charged for the FTV Waiver. For the rental of Equipment licensed for use on public highways, Customer shall also maintain during the entire Rental Period automobile liability insurance with coverage of at least \$1,000,000 per occurrence and physical damage for hired and non-owned autos. Customer shall maintain all required insurance at its own expense

and all such insurance shall be primary and noncontributory. All required insurance policies shall name Company as an Additional Insured and Loss Payee and shall provide that Company must be furnished thirty (30) days prior written notice before cancellation or material modification. Customer shall furnish certificates confirming the required insurance prior to the commencement of the Rental Period and promptly upon request.

**Cash Accounts; Credit Card Charges.** If Customer maintains a "cash account," then Customer is required to provide a valid credit card account number to secure payment. Customer authorizes Company to process at any time on said credit card account any payments due hereunder, including but not limited to payments due for rental, damages, fees, expenses, or costs. Customer shall pay a fee in an amount reasonably determined by Company (but at least the amount charged to Company by the credit card company or processor) for any rentals, damages, fees, expenses or costs charged to Customer's credit card.

**Default.** In the event of any default or misrepresentation hereunder, Company may: (1) terminate the Rental Period, and/or (2) retake the Equipment as provided herein or render the Equipment inoperative without prejudice to any other rights hereunder, and/or (3) recover from Customer all resulting compensatory damages, consequential damages, rental arrearages, repair or replacement costs, expenses, attorneys' fees and other charges due hereunder, together with rent for the balance of the original or anticipated Rental Period as reasonable liquidated damages. Notwithstanding any termination of the Rental Period, Customer shall remain liable for rental arrearages and the payment of repair or replacement costs as provided herein. In the event of default or misrepresentation hereunder, Customer shall also pay a management fee in the amount of 10% of the outstanding balance due hereunder to compensate Company for its internal management and collection of the account. Customer shall pay service charges on any delinquent amount due hereunder at the rate of 1.5% per month. Customer shall also pay the fees, expenses and costs, including reasonable attorneys' fees, incurred by Company in enforcing or defending the terms and conditions of this Agreement or in collecting any money due to Company. Any legal action to enforce this Agreement may be brought in a state or federal court located in Knox County, Tennessee, to which jurisdiction and venue Customer waives objection. All remedies hereunder are cumulative.

**Taxes.** Customer shall pay all taxes charged by any governmental authority, including any and all federal, state and local taxes and sales taxes, related to the sale, rental or use of the Equipment, parts or services.

**Environmental Charges.** To promote a clean and sustainable environment, Company takes various measures to comply with federal and state regulations and its own policies. Company incurs both direct and indirect environment-related expenses. These expenses include waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Company may charge an environmental fee with certain rentals. The fee is not a tax or governmentally-mandated charge. It is not designated for any particular use or placed in an escrow account; rather, it is an additional fee Company uses at its discretion.

**Miscellaneous.** Time is of the essence with respect to every obligation or provision of this Agreement. Any notice required to be given by Customer or Company shall be deemed delivered if sent by certified mail, return receipt requested, to any address for the other party reflected herein or designated in writing to the other party. This Agreement may not be amended or modified, except by a written agreement signed by both parties; this provision may not be orally modified. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Any provision of this Agreement determined to be unenforceable in whole or in part shall not invalidate the remainder of this Agreement. No delay or omission in exercising any right, power or remedy accruing to Company under this Agreement shall impair any such right, power or remedy or any other right, power or remedy. This Agreement, and any written rental agreement or work or

purchase order not inconsistent herewith, constitutes the entire agreement between the parties. Customer acknowledges and agrees that it is not relying upon any other understandings, representations, promises or inducements by Company or its representatives or agents. Customer acknowledges that electronic signatures may be accepted by Company in its sole and absolute discretion; Customer agrees that any electronic signature by or on behalf of Customer accepted by Company shall have the same force and effect as an original signature; and Customer agrees to the use of electronic signatures, including signatures through DocuSign, as permitted by Company, and represents that Company may accept and rely upon such signatures in the same manner as original signatures. A facsimile or copy of this agreement bearing the signature of the Customer shall be treated as an original.

**THE UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A CRIMINAL OFFENSE.**

I, THE UNDERSIGNED, DECLARE THAT I AM DULY AUTHORIZED TO BIND THE CUSTOMER DESCRIBED HEREIN TO THIS AGREEMENT, AND STATE, REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME IN THIS AGREEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. IF I AM REQUESTING THE EXTENSION OF CREDIT, I HEREBY AUTHORIZE ANY BANK, CREDIT UNION, CREDIT ORGANIZATION OR COMPANY TO RELEASE TO THE COMPANY ANY INFORMATION IT HAS ON ME (PROVIDED I AM A SOLE PROPRIETOR, PARTNER, GUARANTOR OR INDIVIDUAL) OR MY BUSINESS. I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

Signature:

Title (if any): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## FIRE, THEFT AND VANDALISM WAIVER TERMS AND AGREEMENT

These terms and agreement are entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Stowers Machinery Corporation, including but not limited to Stowers Power Systems and Stowers Rents, and their successors, assigns and affiliates (collectively referred to herein as "Company"), and \_\_\_\_\_ ("Customer").

Customer acknowledges that it has signed a Credit Application and Master Account Agreement (the "Master Agreement") with Company for the rental of Equipment from the Company. The Master Agreement is incorporated herein by reference. Customer acknowledges that it must either maintain physical damage insurance or accept this agreement as a condition precedent to any rental of Equipment from Company. By signing this agreement below, Customer acknowledges that it does not maintain such insurance and has not provided Company with any required certificate of insurance, and that it accepts the Fire, Theft and Vandalism Waiver ("FTV Waiver") described herein for all rental of Equipment from Company; provided, however, the FTV Waiver will not apply to the rental of specific Equipment for which Customer provides such proof of insurance and specifically declines the FTV Waiver for such Equipment in a subsequent, written rental agreement with Company. CUSTOMER RECOGNIZES THAT THE FTV WAIVER IS NOT INSURANCE. In addition to all rent and other charges due Company, Customer shall pay for the FTV Waiver an amount equal to a percentage, as determined by Company from time to time, of the gross rental amount due Company.

Company agrees that in the event of a "Waiver Occurrence," defined below, Company shall waive, subject to the terms of this agreement, Customer's responsibility for damage or loss to the Equipment in an amount exceeding the larger of: (a) \$1,000 per item of Equipment; or (b) an amount equal to two times the Four Week Rate of rental in effect at the commencement of the Rental Period per item of Equipment.

### WAIVER OCCURRENCES

The following are Waiver Occurrences:

1. Damage to the Equipment caused by natural disasters such as floods, earthquakes, fires or other natural disasters.
2. Theft of the Equipment from Customer, provided reasonable precautions were taken to protect and secure the Equipment and a police report was promptly issued.
3. Damage to the Equipment caused by vandalism not resulting from Customer's negligence or malfeasance, and provided a police report was promptly issued.

In the event of the happening of a Waiver Occurrence, the Customer must immediately notify Company in writing sent to the Company c/o the Credit Manager at P.O. Box 14802, Knoxville, TN 37914. Failure to notify the Company within 72 hours after the happening of a Waiver Occurrence may void the waiver at the option of the Company.

### EXCLUSIONS FROM WAIVER

The FTV Waiver shall not apply in the following circumstances, or if the loss or damage is due, in whole or in part, to the following occurrences or causes:

1. Theft of accessories, such as hoses, blades, tires, electric cords, tools and other similar items.
2. Loss or damage caused by improper use, failure to secure Equipment during transportation, or exceeding or overloading the rated capacity of the Equipment, all as determined solely by the Company.
3. Loss or damage to motors or other electrical devices caused by surges in electrical current.
4. Loss or damage resulting from misuse or abuse of the Equipment, including the failure to maintain the Equipment, keep proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other maintenance or normal servicing of the Equipment, all as determined solely by the Company.
5. Loss or damage resulting from the use of the Equipment in a grossly negligent or reckless manner.
6. Loss or damage caused by intentional acts or abuse of Customer or its agents or employees, malicious mischief or neglect.

7. Loss or damage to tires or tubes caused by blowouts, bruises, cuts, road hazards or other causes inherent in the use of the Equipment.
8. Loss or damage caused by use or possession of the Equipment in violation of any terms of the Master Agreement, or any law, ordinance or regulation.
9. Wrongful conversion by Customer, or by its agents or employees, or persons to whom Customer has entrusted the Equipment, carriers for hire excepted.
10. Entrustment of the Equipment to persons not subject to the Master Agreement or in the hire or employment of Customer, or use of the Equipment at a location or jobsite not expressly described in a written rental agreement.
11. Loss or damage caused by failure to keep the Equipment in a secure area during the Rental Period and until returned to Company.
12. Loss or damage caused by the failure to keep the Equipment in a locked enclosure or otherwise secured when not in use.
13. Loss or damage caused by failure to use proper fuel or additives.
14. Loss or damage occurring when the Equipment is in possession of a third-party.
15. Loss or damage that was, or should have been, expected due to an extraordinary application of the equipment.

In the event of any loss or damage to the Equipment covered by the FTV Waiver, Company will be subrogated for, and be assigned, the rights of Customer, to the extent of all amounts waived hereunder, to recover against any person or entity for such loss or damage. Customer will execute and deliver whatever instruments and papers are required and do whatever else is reasonably necessary to secure such rights. Customer will cooperate fully with Company in the prosecution of those rights and will neither take nor permit nor suffer any action that may prejudice Company's rights with respect thereto.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if any): \_\_\_\_\_

Date: \_\_\_\_\_



**ADDENDUM (SUBMIT WITH EACH DEALER APPLICATION)**

Caterpillar Financial Services Corporation  
Caterpillar Financial Commercial Account Corporation  
2120 West End Avenue, P.O. Box 340001  
Nashville, Tennessee 37203

**Check all that apply. I am financing:**

- ☐ Equipment from a Cat Dealer  
☐ Equipment from an auction  
☐ Parts, service, attachments or renting equipment from a Cat dealer with Cat Card

**I have previously applied with Cat Financial for:**

- ☐ Equipment Financing  
☐ Commercial account to pay for parts, service, attachments or to rent equipment from a Cat Dealer  
☐ N/A

**COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat dealer with Cat Card**

Requesting a revolving credit limit range of (**select ONE**): ☐ \$ \_\_\_\_\_ ☐ \$25,000 or less ☐ \$25,000-\$75,000 ☐ \$75,000 or more (see FINANCIAL section below)

Billing preference (**select ONE or statement billing will apply**):

Please choose Statement Billing if you are taking advantage of a special financing program.

☐ **STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.

☐ **INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name \_\_\_\_\_ 2) Name \_\_\_\_\_

Contact [Credit.Department@cat.com](mailto:Credit.Department@cat.com) to request additional authorized users.

**FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases**

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand

Additional financial information may be required.

**NOTICES**

**Definitions:** The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to each of Caterpillar Financial Services Corporation ("CFSC") and Caterpillar Financial Commercial Account Corporation ("CFCA"). CFSC, CFCA, Caterpillar Inc. and their affiliates and subsidiaries are collectively referred to herein as "Caterpillar".

**Representations and warranties:** You represent that the information provided by you in this Credit Application (i) is true, correct and complete and (ii) is provided for the purpose of obtaining business credit from one or both of us.

**Notice and Consent:** We may collect and use personal and business contact information, personal and business details, credit and financial information (including, without limitation, credit reports), and government identifiers. Any of your information supplied or obtained in connection with this Credit Application that relates to an identified or identifiable individual may sometimes be referred to herein as "Personal Information" (see Caterpillar's Global Data Privacy Statement at the link referenced below ("Privacy Statement") for a complete definition). We may collect your information directly from you or from other Caterpillar companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity for the uses described herein. You further authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this Credit Application, to: (a) make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) continue any previously provided credit, (c) review your account, (d) assist in any collection activity, and (e) share such information with any other person or entity, including but not limited to Caterpillar companies, Dealers, consumer reporting agencies, financial institutions, and merchants, to the extent permitted by law. Additionally, we may use and/or disclose any of your information, including any Personal Information, as required by law or regulation, or as requested by government authorities or for the protection of persons or property.

We may share your information, including any Personal Information, supplied or obtained in connection with this Credit Application, with Caterpillar, Dealers, and external service providers processing such information on our behalf. We may, from time to time, use such information and share such information among and with Caterpillar companies and Dealers to promote and market additional products or services of the Caterpillar companies to you. Caterpillar's Privacy Statement describes how Caterpillar collects, processes, and shares Personal Information and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By providing information, including Personal Information for this Credit Application, you agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at [https://www.cat.com/data\\_governance\\_statement](https://www.cat.com/data_governance_statement); (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) that you will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing such individuals' information to us or our affiliates. Customer (or individuals representing Customer) may also authorize and/or consent to the collection, use, disclosure, and sharing of information and/or Personal Information in other agreements or documents with us or our affiliates, or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way. You further agree that telematic data can be accessed for the management of risk contemplated by this application, at the present time or in the future.

To update your Personal Information or for additional information about how we handle the Personal Information, please contact us at:

Caterpillar Financial Services Corporation  
Attn: Customer Relations Manager  
Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203  
E-Mail: [NABC.CustomerService@cat.com](mailto:NABC.CustomerService@cat.com)  
Phone: (800) 651-0567

Caterpillar Financial Commercial Account Corporation  
Attn: Customer Service:  
Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203  
E-Mail: [CatCard.CustomerService@cat.com](mailto:CatCard.CustomerService@cat.com)  
Phone: (877) 373-9510

By signing below, each individual Signatory authorizes and instructs us to procure a personal consumer credit report in connection with this Addendum. This application for credit is solely addressed to us. A decision to grant or deny business credit requested of any company on this joint application will be made by such company. We may, in our sole discretion, refuse to extend business credit, goods, or services to you.

Any references to a requested amount of credit in this Addendum will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in the applicable agreements between us.

**You acknowledge that this Addendum is for business customers only (including sole proprietorships) and credit provided by us in connection with this Addendum may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this Addendum.**

**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 compliance with this law concerning these creditors is the FTC Regional Office for the region in which CFSC or CFCA operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.**

**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 the statement, contact us the applicable company denying the credit at the the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.**

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203, (800) 651-0567  
Caterpillar Financial Commercial Account Corporation, Attn: Credit Manager, 2120 West End Avenue, Nashville, TN 37203, (877) 373-9510

**SIGNATURES**

**Required signatures:** If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**Ownership** (To be completed by every owner identified in the OWNERSHIP Section of this Application; ID required)

1) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

2) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**TO BE COMPLETED BY A CATERPILLAR REPRESENTATIVE OR CAT DEALER**

Identity verified for all signatories listed above ☐ Yes ☐ No





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |               |
|---|--|--|--|---------------|
| <b>PRODUCER</b><br>NAME AND ADDRESS OF PRODUCER |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |  |               |
| <b>INSURED</b><br>CUSTOMER NAME AND ADDRESS     |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|   |  | INSURER A:   |  |               |
|   |  | INSURER B:   |  |               |
|   |  | INSURER C:   |  |               |
|   |  | INSURER D:   |  |               |
|   |  | INSURER E:   |  |               |
|   |  | INSURER F:   |  |               |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--------------------|---------------------|-------------------------|-------------------------|--|
| J        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br>CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                    | REQUIRED            |                         |                         | EACH OCCURRENCE \$ 1,000,000.00<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00<br>MED EXP (Any one person) \$ 5,000.00<br>PERSONAL & ADV INJURY \$ 1,000,000.00<br>GENERAL AGGREGATE \$ 2,000,000.00<br>PRODUCTS - COMP/OP AGG \$ 1,000,000.00<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |                    | REQUIRED IF HAULING |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00<br>BODILY INJURY (Per person) \$ 5,000.00<br>BODILY INJURY (Per accident) \$ 1,000,000.00<br>PROPERTY DAMAGE (Per accident) \$ 1,000,000.00<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |                    |                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A                |                     |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
|          | <b>EQUIPMENT OF OTHERS(ALL RISKS) LEASED/RENTED EQUIPMENT (ALL RISKS)</b>   |                    |                     |                         |                         | BLANKET \$ 300,000.00<br>(equal to or greater than what is to be rented)   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**STOWERS MACHINERY CORP  
STOWERS RENTAL & SUPPLY INC.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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