

How did you hear about us? ☐ Sales Rep ☐ Mailer ☐ Ad ☐ Website ☐ Other \_\_\_\_\_

## APPLICATION FOR CREDIT

If not signed electronically, please return to:

KELLY TRACTOR CO. ("KELLY").

Salesperson: \_\_\_\_\_

 Email: [KtcMiaCreditDepartment@Kellytractor.com](mailto:KtcMiaCreditDepartment@Kellytractor.com)

**THE FOLLOWING INFORMATION IS SUBMITTED BY APPLICANT AS A BASIS FOR EXTENSION OF CREDIT BY KELLY TO THE APPLICANT, (TOGETHER WITH KELLY, THE "PARTIES"):**

- 1 Legal name of business ("Applicant") \_\_\_\_\_  
 Type of business \_\_\_\_\_  
 Year Established \_\_\_\_\_ ☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship  
 Federal ID # \_\_\_\_\_ A/P E-mail: \_\_\_\_\_  
 Established under the laws of the State of \_\_\_\_\_ Country \_\_\_\_\_  
 If exporting, please list countries of Export: \_\_\_\_\_. Please be advised that Federal law prohibits exports to certain countries. Tax Exempt: ☐ Yes or ☐ No. If Yes, please provide your Tax Exemption Certificate.
2. Business Address: Number \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
 Mailing Address: Number \_\_\_\_\_  
 (if different) City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Country \_\_\_\_\_ Attn: \_\_\_\_\_  
 Business Telephone: Area Code ( ) \_\_\_\_\_ Cell Phone \_\_\_\_\_
3. Please list Owners, Partners, Officers, and or Primary Stockholders: (Required. Please provide a government issued ID.)  

Name _____	S.S. _____	Home Address _____	Title _____
_____	_____	_____	_____
_____	_____	_____	_____
4. Amount of monthly credit \_\_\_\_\_ (In order to induce credit extension in excess of US \$10,000.00 a financial statement must accompany this Application. Applicant swears or affirms that the information contained therein is true and correct and Applicant agrees to furnish annual financial statements. Applicant recognizes that this amount may be lowered or raised based on the sole discretion of KELLY, and the amount requested is not guaranteed.)
- 5a. **BANK INFORMATION. (BANK PRIVACY WAIVER)** To Whom it may concern: I hereby authorize any bank, financial institution or creditor of any kind to disclose all information as to my past, present or future accounts. I hereby hold those disclosing said information and KELLY harmless.  
 Primary Bank Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Checking Account? Yes ☐ No ☐ Account No. \_\_\_\_\_  
 Loan Experience? Yes ☐ No ☐ Name of Officer to contact: \_\_\_\_\_
- 5b. Trade References:  
 Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Address \_\_\_\_\_ Acct. # \_\_\_\_\_  
 Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Address \_\_\_\_\_ Acct. # \_\_\_\_\_
6. If bonded please provide: Name of Bonding Co. \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_
7. Purchase order required: Yes ☐ No ☐ Please list any special invoice instructions. \_\_\_\_\_
8. **NOTICE:** Applicant and each other person signing on the reverse side authorizes the release of such information to any party who may provide credit to Applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning Applicant.
9. **Limitation of Assignment:** The undersigned may not assign any of its rights or obligations hereunder without prior written consent of KELLY, which consent maybe unreasonably withheld at Kelly's sole discretion.
10. **Reliance on Credit Information:** The information contained in this Application is for the purpose of obtaining credit and is warranted by the Applicant to be true. The truthfulness of this information shall be a condition precedent to KELLY's obligations. False or misleading information provided by the undersigned will cause revocation of any extension of credit by KELLY to the Applicant. Applicant hereby authorizes the release of all credit reports/information to KELLY whether with this Application or any subsequent application or inquiry.
11. **Authorization to obtain credit information:** Applicant hereby authorizes KELLY or any credit bureau employed by KELLY to investigate the references listed herein or statements or other data obtained from Applicant or from any person pertaining to its credit responsibility and to supply further information if requested.

## TERMS & CONDITIONS

12. As partial consideration for the extension of credit, the undersigned agree to the following terms:
- i. All charges incurred during any month are due and payable thirty (30) days from invoice date. In case payment is not made as agreed, Applicant agrees to an interest charge of 1.5% per month or 18% per annum, added onto the past due balances due to KELLY. Additional terms may appear on invoices, contracts, and/or statements, and Applicant agrees to be bound thereto. KELLY and the undersigned hereby agree to abide by and honor those terms in addition to those contained herein. All competing terms not from KELLY are herein rejected in total.
  - ii. **Shortages.** It is agreed that any claims for shortages will be made in writing within five days after shipment, and claims based on defective material of workmanship will be made in writing within fifteen (15) calendar days after invoice date.
  - iii. **Attorney's Fees/Venue/Waiver of Jury Trial/Class Action:** The undersigned agrees to pay KELLY a reasonable attorney's fee and costs to collect the indebtedness due and owing, whether suit is instituted or not, and up to the exhaustion of all appellate rights. Should suit be instituted for any indebtedness due and owing to KELLY the undersigned herein expressly consents to venue being in **MIAMI-DADE COUNTY, FLORIDA. WAIVER OF JURY TRIAL/CLASS ACTION.** All Parties to this Agreement agree that the underlying transactions contemplated between them are complex and not appropriate for determination by a jury. **Therefore, both Parties herein WAIVE THEIR RIGHT TO A JURY TRIAL and they both acknowledge that said waiver is a material inducement to the other party entering into this Agreement.** In addition, thereto, Applicant specifically and knowingly waives its membership as a class action member in any purported class action or representative therein.
  - iv. KELLY is not hereby committed to extending any credit whatsoever. If credit is extended KELLY, is hereby authorized and directed to continue or discontinue with or without notice, in its sole discretion, such line of credit in any amount or amounts determined by KELLY in its sole discretion or with or without notice to place this amount on a COD basis and/or refuse sales entirely.
  - v. **Waiver of Service of Process:** The Applicant hereby waives service of individual and corporate process and instead appoints the Secretary of State in and for the State of Florida as their agent for service of process in the event litigation ensues between the Parties and they cannot be served after a reasonable attempt.
  - vi. **Waiver of Replevin Bond.** Should KELLY ever, because of default, be obliged to institute any proceeding in replevin against us, we hereby waive the notice pertaining thereto in accordance with F.S. 78.067.
  - vii. **Notification in case of Change of Ownership.** We agree to immediately notify KELLY in writing at the above address of any change in ownership or form of our business. This instrument shall remain in full force and effect even after a change of ownership of form of business until actual written notice of revocation is received by KELLY at the address on the front of the application.
13. **Governing Law:** This Agreement and the sale of any goods thereunder shall be governed by and construed in accordance with the laws of the State of Florida. Whenever there is a conflict of laws, the laws of the state of Florida shall prevail.
14. **Limited Liability.** The liability of KELLY with respect to claims arising out of the performance of any order in connection with this Agreement, whether based on contract, tort or by operation of law, shall not exceed one hundred percent (100%) of the yearly total amount of business between the Parties, the year the claim arises or the invoice amount of the products, or unit at issue, whichever is less.
15. **No Special Damages.** We understand that KELLY is not and will not be liable for indirect, lost profits, special, incidental, consequential or other damages of any kind, no matter what cause. (SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO US.) This exclusion will not affect our rights, if any, against others than KELLY including the manufacturer of any parts or equipment sold, used, or furnished by KELLY.
16. **Disclaimer of All Warranties.** Any oral agreement, statement, representation, or discussion to the contrary, notwithstanding KELLY herein in any and all past, present, or future dealings with us expressly disclaims, excludes any and all IMPLIED WARRANTIES OF ANY TYPE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding any corporate title listed below, the person(s) executing this Credit Application on behalf of the applicant personally, individually and jointly and severally guarantees payment of applicant's past, present, and future obligation to KELLY.

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_ as (Title): \_\_\_\_\_ of the Applicant.  
SIGNED: \_\_\_\_\_

## PERSONAL GUARANTEE AND WITNESSED (REQUIRED)

For VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned, (hereinafter, "Guarantor(s)"), if more than one, hereby jointly and severally personally guarantee (if Guarantor is married, spouse must sign) in their individual capacity to pay in full, without reservation, or duress, all of the accounts, charges, liabilities, obligations, losses, claims, and or debts, (collectively, "Debt"), existing or that may hereafter become due, to KELLY which are incurred or maybe incurred by the Applicant or assessed against it for any reason whatsoever. Guarantor(s) JOIN(S) THE TERMS AND CONDITIONS ABOVE AS IF HEREIN FULLY SET FORTH, and personally guarantees absolutely and unconditionally to KELLY, its successors and assigns, the prompt payment of all Debt now unpaid and/or which may hereafter be unpaid by the Applicant to KELLY. KELLY may, without notice to the Guarantor(s) and without affecting the Guarantor(s)'s liability hereunder, renew, extend, accelerate or otherwise change the time for payment or otherwise change the terms of any obligation of the Applicant, at KELLY's sole discretion. Neither the death, bankruptcy nor disability of any one or more of the Guarantor(s) shall affect the continuing obligation of any other Guarantor. Guarantor(s) expressly waives notice, presentment and demand for payment of any of the Debts of the Applicant. In the event this Personal Guaranty shall be enforced by or through an attorney, whether or not suit is instituted, the Guarantor(s) agrees to pay as part of the outstanding balance of the Debt hereby guaranteed, reasonable attorney fees, interest at eighteen percent (18%) per annum, and costs. This guarantee shall be considered as a **GENERAL AND CONTINUING GUARANTEE OF PAYMENT**, which is **UNCONDITIONAL AND SHALL CONTINUE INDEFINITELY UNTIL REVOKED BY THE MUTUAL WRITTEN AGREEMENT** of the Guarantor(s) and KELLY. The liability of the Guarantor(s) on this Personal Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit of any remedies against the Applicant or any other person, nor against any collateral, security or lien available to KELLY, its successors and assigns. This Personal Guarantee shall be deemed to be executed and delivered by the Guarantor(s) to KELLY in the State of Florida and the performance therein shall be construed and governed in accordance with the laws of the State of Florida. Guarantor(s) waives the benefit of any statute of limitations affecting their liability. Guarantor(s) are fully aware that they are responsible to KELLY EVEN IF THEY LEAVE THE EMPLOY OF OR ARE NO LONGER ASSOCIATED WITH THE APPLICANT. This Guarantee shall insure to the benefit of KELLY its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of each of the GUARANTOR(S). This personal guarantee is not assignable by the Guarantor(s).

IN WITNESS HEREOF, each of the undersigned has duly executed this Guarantee this \_\_\_\_ day of \_\_, 20\_\_\_\_.

X  
Guarantor's Name: \_\_\_\_\_  
Date of Birth \_\_\_\_\_ SS No.: \_\_\_\_\_  
Driver's License: \_\_\_\_\_ State: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Have you filed for bankruptcy in the last 10 years? YES ☐ NO ☐  
Witness Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

X  
Guarantor's Name: \_\_\_\_\_  
Date of Birth \_\_\_\_\_ SS No.: \_\_\_\_\_  
Driver's License: \_\_\_\_\_ State: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Have you filed for bankruptcy in the last 10 years? YES ☐ NO ☐  
Witness Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

NOTICE: 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, please contact: The Credit Department 8255 N.W. 58th Street, Miami, FL 33166 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. 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 this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. Rev. 05282025