

# GOEDECKE

CONSTRUCTION EQUIPMENT AND SUPPLIES

## CREDIT APPLICATION

*please type or print in ink and return completed and signed*

**Mailing Address** 812 East Taylor Ave., St. Louis, MO 63147

**Email Address** ar@peterson-ent.com, **Fax** (314) 286-3468

Customer Number		Salesmen Name		Date
Name of Applicant			Trade Name	
Street Address			City, State, Zip	
Mailing Address			City, State, Zip	
Telephone Number	Fax Number	Contact Person		
Contact Email Address			Invoicing Email Address	
Years in Business	Years at Current Location	Social Security or Federal ID Number		
<b>OWNERSHIP TYPE</b> (check one)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual	
Date of Incorporation		State Incorporated		
Line of Credit Requested		Purchase Order Requested		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Nature of Business				
Name of Principal		Social Security Number	Address	Telephone
<b>BUSINESS HISTORY</b>				
Have you or any of the principals or owners of your corporation, partnership, or business done business under any other corporation, partnership, or business names in the previous ten (10) years?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your corporation, partnership, or business been a defendant in any lawsuit in the past ten (10) years? Or have you or any principals been sued individually for business related activity?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Have bankruptcy proceedings been filled on behalf of you or your current corporation, partnership, or business named in question of this section in the previous ten (10) years?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Reference Name		City, State	Telephone	Date Account Opened
Account Number		Name, City		Telephone
<b>BANK REFERENCE</b>				

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### CREDIT TERMS

I/We hereby make application for an account with the Goedecke Companies on the following terms: All accounts shall be paid in full net 28 days. Delinquent accounts will be charged a service charge per month (12% or the maximum allowed by law) on the outstanding balance. Applicant agrees that any and all legal disputes arising out of any purchases or rentals of products from Goedecke Company, including, but not limited to, an action for collection on a delinquent account, actions relating to failures to return the equipment promptly and/or damages to the equipment shall be governed by the law of the State of Missouri and the applicant further agrees that any and all legal action relating to transactions between the applicant and Goedecke Company shall be brought in the Circuit Court of the City of St. Louis, Missouri and applicant consents and submits to the jurisdiction and venue in said courts. The applicant further agrees and understands that should Goedecke Company require the retention of an attorney to pursue any and all legal action, that applicant will agree to pay all court costs, expenses, and a reasonable attorney fee for any and all legal action necessitated by applicants conduct either individually and/or individually or by and through applicant's business corporation and its various employees, agents, or servants. I/We represent and warrant that all of the above statements are true at the date shown. I/We authorize the Goedecke Company to make any credit inquiries deemed necessary to process this application and continue to grant credit, individually and as applicant's business entity. The Goedecke Company may exchange credit experience on this account with other credit reporting agencies. By signature hereon I/We acknowledge that the undersigned has read and understood the above and that the terms are acceptable. I/We understand that the Goedecke Company may terminate the granting of credit at any time for any reason without notice or liability.

Applicant (Please Print)	Signature	Date

### SECURITY AGREEMENT

The Security Agreement and any Financing Statements are an integral part of this Credit Application and must be signed and completed in order that credit may be extended. For valuable consideration, and for goods, products and services sold or otherwise transferred to the undersigned ("applicant"). Applicant hereby grants to Goedecke and Vernon L. Goedecke Co., Inc. (Goedecke Company) a security interest in all goods and products sold or otherwise transferred or to be sold or otherwise transferred in the future to Applicant by Goedecke Companies including proceeds therefrom and Applicant hereby grants to Goedecke Company a security interest in and to all documents, accounts, receivables, intangibles and contact rights of the Applicant and proceeds therefrom ("the Collateral"). Applicant warrants and further agrees that (1) Applicant shall make due and timely payments of all amounts owed to Goedecke Company as evidenced by Goedecke Company invoices, (2) Applicant shall execute and deliver to Goedecke Companies UCC-1 forms, upon request, (3) Applicant shall release, hold harmless and indemnify Goedecke Company from any claims, causes of action and demands that may at any time arise out of or in connection with this agreement. Any indebtedness secured hereby, and any actions taken or omitted to be taken by Goedecke Company with respect hereto, (4) Applicant shall remain financially solvent and free of bankruptcy proceedings so long as any outstanding credit balance is owed by Applicant to Goedecke Company. Applicant irrevocably designates and appoints Goedecke Company security interest. In an event of a default, Goedecke Company shall have all rights and remedies of a secured party under the Uniform Commercial Code then in force in the State of Missouri and under any other applicable statutes, laws or rules in any jurisdiction in which enforcement is sought, Goedecke Company may enter upon any premises of Applicant in which the collateral is located and, without resistance or interference by Applicant, take possession of the collateral. Goedecke Company may dispose of all or any part of the Collateral on any premises of Applicant in any commercially reasonable manner with or without prior notice to the Applicant any such notice being hereby waived by Applicant. IN WITNESS WHEREOF, the undersigned has executed this Security Agreement as of (date signed below).

Applicant (Please Print)	Signature	Date

### PERSONAL GUARANTY

In consideration of the Goedecke Company agreeing to extend credit to the applicant, the undersigned hereby unconditionally and personally guarantees the prompt payment in full of all charges incurred by the applicant plus any and all other sums (including interest, collection costs and attorney fees) which may be due from the applicant hereunder. The undersigned further waives all notice of non-payment by the applicant and expressly grants the Goedecke Company the right to proceed first against the undersigned before proceeding against the applicant or any collateral pledged as additional security for any debt secured by this guaranty. The Goedecke Company may compromise, alter the terms of or extend further credit to the applicant without notice to the undersigned without affecting the liability of the undersigned hereunder. It is further understood that this personal guaranty which shall remain binding on the undersigned, his/her estate, heirs, personal representatives and assigns until such time as the undersigned notifies Goedecke Company in writing of its revocation. The undersigned agrees that the law of the State of Missouri shall govern this guaranty and hereby consents and submits to the jurisdiction in the Circuit Court for the City of St. Louis, Missouri, as designated by the Goedecke Companies for purposes of any legal action brought on this guaranty and further authorizes the Goedecke Company to make credit inquiries and/or obtain personal credit information concerning the undersigned, if the Goedecke Company deems the same necessary in processing this application or continuing to grant credit to the Applicant.

Guarantor's Name	Signature	Date

Address	Telephone	Social Security Number

Co-Guarantor's Name	Signature	Date

Address	Telephone	Social Security Number

<b>ST. LOUIS, MO</b> 812 EAST TAYLOR AVE. ST. LOUIS, MO 63147 (314) 652-1810	<b>COLUMBIA, MO</b> 3208 B LEMONIE IND BLVD COLUMBIA, MO 65201 (573) 499-9144	<b>SPRINGFIELD, MO</b> 3530 EAST TALLMAGE ST SPRINGFIELD, MO 65083 (417) 864-8877	<b>EVANSVILLE, IN</b> 5124 B OLD BOONVILLE HWY EVANSVILLE, IN 47715 (812) 421-9633	<b>DECATUR, IL</b> 4250 ROUTE 48 NORTH DECATUR, IL 62526 (217) 875-3601	<b>KANSAS CITY, KS</b> 1413 OSAGE AVE KANSAS CITY, KS 66105 (913) 621-1284	<b>OMAHA, NE</b> 526 CROWN POINT AVE OMAHA, NE 68110 (402) 672-0779
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