



DITCH WITCH MID-SOUTH, MEMPHIS, TN

CONSTRUCTION

Credit Line Requested: _____

MERCHANT NAME AND CITY
602076505100115

MERCHANT #

(PLEASE PRINT CLEARLY and COMPLETE APPLICABLE SECTIONS ONLY)

SECTION 1 TO BE COMPLETED BY: CORPORATION LLC PARTNERSHIP MUNI / GOV'T

Form section for Section 1 containing fields for Business/Partnership Name, Tax ID, Street Name, City, State, ZIP, Alternate Mailing Address, Business Telephone, Yr. Bus. Est., Annual Income, E-mail Address, Officer/Partner Name, MI, Last Name, Social Security #, Date of Birth, Home Telephone, and Business Telephone.

SECTION 2 TO BE COMPLETED BY: SOLE PROPRIETOR CO-APPLICANT

Form section for Section 2 containing fields for First Name, MI, Last Name, DBA, Social Security #, Date of Birth, Street Name, City, State, ZIP, Alternate Mailing Address, Home Telephone, Business Telephone, E-mail Address, Yr. Business Est., Residence (Own/Rent), Yr. Res. Est., Annual Income, Occupation, Co-applicant Name, MI, Last Name, DBA, Social Security #, Date of Birth, Street Name, City, State, ZIP, Alternate Mailing Address, Home Telephone, Business Telephone, E-mail Address, Yr. Business Est., Residence (Own/Rent), Yr. Res. Est., Annual Income, Occupation.

SECTION 3 (TO BE COMPLETED BY ALL APPLICANTS)

Form section for Section 3 containing fields for Depository Bank Name, Bank Telephone, Contact Name, Account #, Total Checking & Savings Balance, Lender Name, Lender Telephone, Contact Name, Account #, Total Loan Balance.

SECTION 4 (PLEASE PROVIDE THE NAMES OF ANY SECONDARY AUTHORIZED USERS)

Form section for Section 4 containing fields for First Name, MI, Last Name, First Name, MI, Last Name for two users.

(PLEASE READ AND SIGN BELOW)

By signing below, the applicant, partner or co-applicant ("Applicant") hereby (1) requests that CNH Capital America LLC ("Lender"), establish a Ditch Witch Platinum Plus Account (the "Account") and to issue to Applicant one or more card(s) (if card(s) are issued to access the Account) to be used in connection with said Account; (2) authorizes Lender to investigate Applicant's credit worthiness, including without limitation by obtaining reports from credit reporting agencies and other information and credit records, and to share such information and information regarding the Applicant or the Account or Lender's credit experience with Applicant, with credit reporting agencies, other creditors of Applicant, the merchant, third parties that Lender reasonably believes are conducting credit inquiries in accordance with applicable law, and subsidiaries and affiliates of Lender, and to use the aforementioned information in collecting any debt of Applicant owed to Lender; (3) authorizes Applicant's past and present lenders, lessors, landlords and other creditors to provide Lender or its designee with any and all information that will assist Lender in its credit inquiry; and (4) certifies that all information provided in this application is true and correct. This application is given for the purpose of obtaining credit. Applicant agrees that, if an Account is opened in response to this application, (i) the Account and the card(s) (if card(s) are issued to access the account) shall be governed by the terms and conditions of the agreement establishing the Account, as it may be amended from time to time; (ii) Applicant shall be responsible for all charges, advances and fees made or incurred under the Account by Applicant or anyone authorized or permitted by Applicant to use the Account and/or the card(s) (if card(s) are issued to access the Account); and (iii) the Account shall be used only for agricultural, commercial or governmental purposes, and not for personal, family or household purposes. You further certify that you are authorized to sign on behalf of the Applicant. The person(s) signing below also agree, individually and not on behalf of Applicant, that Lender or its designee may obtain credit reports on said person(s) from credit reporting agencies, and otherwise investigate the credit of said person(s), in connection with Lender's credit inquiry with respect to Applicant, and hereby instructs all credit reporting agencies to provide Lender with such credit reports upon request.

Notice to Ohio residents - The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Illinois residents - (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service, (b) The applicant may request the reason for rejection of his or her application for a credit card, (c) No person need reapply for a credit card solely because of a change in marital status unless the change in marital status has caused a deterioration in the person's financial position, and (d) A person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by so long as no fraud is intended thereby.

Notice to California residents - An applicant, if married, may apply for a separate account.

Notice to married Wisconsin residents - Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in the co-applicant / spouse section of this application.

Form section for signatures containing fields for Applicant's Signature (Required), Print Name, Title, Partner or Co-applicant's Signature, Print Name, Title.

PERSONAL GUARANTY: (Corporations or LLC's in business less than 2 years, and all partnerships and proprietorships. Guarantor must be owner/sole proprietor, general partner, or corporate officer)

If an Account is opened in response to the foregoing application, in consideration of Lender granting Applicant the Account, the undersigned Guarantor hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations under the agreement establishing the Account (the "Agreement"), and further agrees, in the event of any default under the Agreement, to pay the total balance due on the Account upon demand, without requiring Lender or its assignees to make demand and/or proceed first to enforce the Agreement against the Applicant. The Guarantor hereby waives notice of any modifications, amendments, or extensions of the Agreement, and of Applicant's non-performance or breach of the Agreement. The payment obligations of the Guarantor are the direct, primary, and continuing obligations of the Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection.

By signing below the Guarantor also agrees, individually and not on behalf of Applicant, that Lender or its designee may obtain credit reports on said Guarantor from credit reporting agencies, and otherwise investigate the credit of said Guarantor, and hereby instructs all credit reporting agencies to provide Lender with such credit reports upon request.

Form section for Guarantor Signature containing fields for Guarantor Signature, First Name, Last Name, Street Name, City, State, ZIP, Social Security #.

Form section for Merchant Use Only containing fields for Account Number, Credit Limit, Pre-qualification ID #.