



Email to applications@financial-svcs.com  
 Fax to: (877) 408-4636  
 Questions? (800) 266-3255

Location Name:	Location (City/State):
Merchant #:	
Contact:	T#:
Salesman:	F#:



### SECTION 1 – APPLICATION TYPE

PLEASE SELECT ONE OR BOTH: <input type="checkbox"/> LOAN / LEASE <input type="checkbox"/> HAMMERHEAD TRENCHLESS EQUIPMENT COMMERCIAL CARD	SPECIAL PROGRAM / OTHER GENERAL APPLICATION INSTRUCTIONS
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**Note: On Page 2, if you are applying for just a loan or lease, please complete section 7, only. If you are applying for a loan or lease and a HammerHead Trenchless Equipment commercial card account, complete sections 7, 8 and 9. If you are just applying for a HammerHead Trenchless Equipment commercial card account, complete sections 8 and 9, only.**

### SECTION 2 – BUSINESS INFORMATION

CUSTOMER (EXACT LEGAL NAME)				DBA			
PRIMARY BUSINESS STREET ADDRESS (NO P.O. BOXES)				CITY	STATE	ZIP	FEDERAL TAX ID NO. / EIN (REQUIRED)
PHONE NO.	CELL NO.	FAX NO.		EMAIL			
BUSINESS DESCRIPTION (DETAIL BUSINESS ACTIVITIES—WHAT DOES YOUR COMPANY DO?)			YEARS IN BUSINESS	YEARS UNDER CURRENT OWNERSHIP	PREVIOUS YEAR GROSS ANNUAL SALES (REQUIRED) \$		
<input type="checkbox"/> CORP <input type="checkbox"/> SUB S <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> GOV'T/MUNI				TAX EXEMPT NO. (ATTACH CERTIFICATE)			
EQUIPMENT LOCATION STREET ADDRESS (NO P.O. BOXES)				CITY	COUNTY	STATE	ZIP
BILLING ADDRESS (IF DIFFERENT THAN ABOVE)				CITY		STATE	ZIP

### SECTION 3 – OWNERSHIP INFORMATION Information required for each owner (Sole Proprietor or Managing Partner of Partnership) with an equity interest of 25% or more and each guarantor as well as any one individual with a significant ability to manage or control the entity. Use addendum if needed for additional owners.

OWNER / PARTNER / MEMBER / GUARANTOR	TITLE	SOCIAL SECURITY NO.	% OWNED	DATE OF BIRTH
HOME STREET ADDRESS	CITY	STATE	ZIP	HOME PHONE NO.
OWNER / PARTNER / MEMBER / GUARANTOR	TITLE	SOCIAL SECURITY NO.	% OWNED	DATE OF BIRTH
HOME STREET ADDRESS	CITY	STATE	ZIP	HOME PHONE NO.

### SECTION 4 – BANK AND SECURED LOAN OR LEASE REFERENCES Use addendum if needed for additional references.

BANK / FINANCE COMPANY	CONTACT	PHONE NO.	ACCOUNT NO.
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### SECTION 5 – TRANSACTION DETAILS If available, provide Sales Order with equipment list and pricing details as addendum to LOAN / LEASE applications.

LOAN / LEASE	EQUIPMENT DESCRIPTION AND YEAR	EQUIPMENT DESIGNATION	<input type="checkbox"/> LOAN <input type="checkbox"/> LEASE	UPFRONT SKIPS? <input type="checkbox"/> YES <input type="checkbox"/> NO	TERM	END-OF-TERM OPTION
		<input type="checkbox"/> NEW <input type="checkbox"/> USED				<input type="checkbox"/> \$1 <input type="checkbox"/> ___% <input type="checkbox"/> FMV <input type="checkbox"/> OTHER ___
SALES PRICE (\$)	(+) TAXES	(-) NET TRADE IN	(-) DOWN PAYMENT	(-) RENTAL CREDIT	(+) DOC FEE	(=) TOTAL TO FINANCE (LOAN / LEASE)
COMMERCIAL CARD		COMMERCIAL CARD LIMIT REQUEST (\$)				GRAND TOTAL INCLUDING CARD (if applicable)

### SECTION 6 – NOTICES

**USA PATRIOT ACT DISCLOSURE:** To help the government fight the funding of terrorism and money laundering activities, Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 requires that all financial institutions obtain, verify and record information that identifies the identity of any person seeking to open an account with the institution. The undersigned acknowledges that Bank of the West's ("Bank's") identity verification procedures require the Bank to request certain information from Public Agency or third parties regarding the Public Agency and, in some situations, on any Designated Signer to the account; and Public Agency agrees to provide Bank with any requested information and consents to Bank making such inquiries of third parties as Bank deems necessary or appropriate as a condition of opening an account with or using any service provided by Bank. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**ECOA NOTICE: DISCLOSURE OF RIGHT TO REQUEST SPECIFIC REASONS FOR CREDIT DENIAL GIVEN AT TIME OF APPLICATION (BUSINESS CREDIT).** If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact Credit Manager, Bank of the West, 475 Sansome Street, 19th Floor, San Francisco, California 94111, (800) 266-3255 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. Notice: 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 the creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006.

**TCPA NOTICE:** You agree that Bank, Bank's affiliates, agents, independent contractors and service providers may monitor and record telephone calls regarding your account to assure the quality of service or for other reasons. You also expressly consent that Bank, Bank's affiliates, agents, independent contractors and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic telephone dialing systems. You agree Bank, Bank's affiliates, agents, independent contractors and service providers may contact you using any e-mail address or any telephone number you provide to us at any time, including a number for a cellular phone or other wireless device, regardless of whether charges are incurred as a result. You may opt out by checking this box



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**SECTION 7 – LOAN / LEASE REPRESENTATIONS, AUTHORIZATIONS & PERSONAL GUARANTEE**

**REPRESENTATIONS, AUTHORIZATIONS, AND AGREEMENTS:** This application is for the commercial or governmental lease of goods and not for any financing for personal property to be used primarily for personal, family, or household purposes and the applicant agrees that consumer credit laws shall not apply. The applicant and each owner signing this application, and each guarantor (collectively, "you" or "your") authorize Bank of the West and its affiliates, including The Charles Machine Works, Inc., and third parties acting for or on behalf of Bank, and any assignees or transferees of any credit extended to you by Bank (collectively, "we" or "us"), to check credit information, references and bank accounts and to obtain credit reports and other credit information from any credit reporting agency or credit grantor. You authorize us to hold, use, exchange and disclose information obtained by us in connection with this application or any credit provided to you by us and the administration of our contracts with you and as otherwise required or permitted by law, including without limitation any of the foregoing regarding this application or your credit experience, capacity or standing, and any credit reports, financial statements and organizational document signing this application, the undersigned confirms that the undersigned has read and understands this application and that the information provided in connection with this application is true, correct and complete, and authorizes Bank to rely on and use it to evaluate this application.

Applicant Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Guarantor Signature \_\_\_\_\_ Title\* \_\_\_\_\_ Date \_\_\_\_\_  
 Guarantor Signature \_\_\_\_\_ Title\* \_\_\_\_\_ Date \_\_\_\_\_

*\*If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" on Title line. If individual guarantor, show "Individual" on the Title line. Guarantor information required for Loan and Lease application.*

**SECTION 8 – HAMMERHEAD TRENCHLESS EQUIPMENT COMMERCIAL CARD NOTICES, TERMS & CONDITIONS**

**Notice About Negative Information Furnishing:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. **Notice to California Residents:** An applicant, if married, may apply for a separate account. **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 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. If you are a married Wisconsin resident, you must provide us with the name and address of your spouse here, so that we can provide your spouse with the notice required by Wisconsin law: \_\_\_\_\_.

**Key Definitions:** This is your application for an HammerHead Trenchless Equipment Commercial Credit Card Account (the "HammerHead Account") provided by Bank of the West ("we," "us," "our" or "Bank"). Any HammerHead Account we open is subject to the terms in this application and in the HammerHead Trenchless Equipment Commercial Credit Card Account Agreement, as amended from time to time (the "Credit Agreement"). Section 1 shows the business or governmental entity that is the "Company," as well as the person acting as the Company's "Authorized Company Representative" and other "Authorized Users" of the HammerHead Account. An "Authorized User" means any employee, officer, representative, or other person you may designate or allow to use the HammerHead Account at any time. The words "you" and "your" mean the Company that is liable for the HammerHead Account, and any sole proprietor or managing partner shown in Section 2 who agrees to joint and several liability with the Company for the HammerHead Account. The words "Guarantor" means any person identified in and signing the Personal Guaranty in Section 9.

**Terms & Conditions:** If we approve this HammerHead Account application, each of you and all of you promise, individually and together, to pay all amounts that become due to us in connection with the HammerHead Account, according to the terms of the Credit Agreement, as amended from time to time. By applying, you are asking us to issue a HammerHead Account credit card for use by the Authorized Company Representative and other Authorized Users. **You understand and agree that the HammerHead Account and credit card may be used solely for agricultural, business, commercial or governmental purposes, and not for any personal, family, or household purposes.** You agree: (a) to read the Credit Agreement carefully before you use or allow anyone else to use the HammerHead Account; and (b) that the Credit Agreement shall become effective and binding against you the first time you or an Authorized User uses the HammerHead Account. You also agree that: (i) we may obtain consumer credit reports and business credit reports about each of you and all of you for purposes of reviewing your HammerHead Account application; and (ii) if we open a HammerHead Account for you, we may obtain consumer credit reports and business credit reports about you in the future to review, update, renew, collect, and service your HammerHead Account and for other purposes permitted by law. **(New York Residents:** We will, if you request, tell you whether we obtained a consumer credit report about you and tell you the name and address of any consumer reporting agency that provided the report.) You understand and agree that we may disclose information about our transactions and credit experiences with you to credit reporting agencies, merchants, our affiliates and service providers, your other creditors and other parties we reasonably believe are conducting legitimate credit inquiries about you. You agree that we may verify your employment, income, revenue, address, and all other information about you with creditors, credit reporting agencies, employers, financial references, accountants, government agencies, and other third parties, and through records maintained by government agencies. You waive any rights of confidentiality you may have in this information and authorize the disclosure and use of this information as described in this application, to the extent permitted under applicable law. You understand that we will rely on the information provided on and with this HammerHead Account application. This application and the Credit Agreement shall be governed by the internal laws of the State of California.

Signature of Authorized Company Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 9 – HAMMERHEAD TRENCHLESS EQUIPMENT COMMERCIAL CARD REPRESENTATIONS, AUTHORIZATIONS & PERSONAL GUARANTEE**

If Bank agrees to open a HammerHead Account for applicant ("Borrower") as a result of this application, the individual identified and signing below (the "Guarantor"): (1) unconditionally, absolutely, and irrevocably guarantees the prompt and full payment and performance of all of applicant's obligations owing to Bank in connection with the HammerHead Account as it may be modified, amended, increased or extended ("Obligations"); and (2) agrees, if Borrower defaults on its Obligations, to pay the total balance due on the HammerHead Account upon demand, without requiring Bank or its assignees to make demand and/or proceed first to take any enforcement action against Borrower or any security. Guarantor waives notice of any modifications, amendments, increases or extensions of the Obligations and of any non-performance or breach of the Obligations. Guarantor's payment obligations are the direct, primary, and continuing obligations of Guarantor and his or her heirs, successors, and assigns, and not merely a guaranty of collection. Until payment in full of the Obligations and termination of any commitment by Bank relating to the HammerHead Account, Guarantor waives any rights of subrogation and subordinates any claims it may now or in the future have against Borrower. Guarantor agrees to provide any additional information and reports Bank may reasonably request to evaluate Guarantor's financial condition. Guarantor has and will have adequate means to evaluate Borrower's financial condition and Bank has no responsibility to provide any such information to Guarantor. Guarantor agrees that Bank, and its affiliates, agents, and service providers, may monitor and record telephone calls about the HammerHead Account to assure service quality or for other reasons. Guarantor expressly authorizes Bank, and its affiliates, agents, and service providers, to use written, electronic, or verbal means for purposes of contacting Guarantor. Guarantor agrees this authorization includes, but is not limited to, manual calling methods, prerecorded or artificial voice messages, text messages, e-mail messages, and/or automatic telephone dialing systems. Guarantor agrees that Bank, and its affiliates, agents, and service providers, may contact Guarantor using any e-mail address or telephone number provided, including a number for a cellular telephone or other wireless device, regardless of whether charges are incurred as a result. Guarantor agrees that Bank may obtain consumer credit reports about Guarantor for purposes of reviewing the HammerHead Account application. If Bank opens a HammerHead Account, Guarantor agrees that Bank may obtain consumer credit reports about Guarantor in the future for purposes such as reviewing, updating, renewing, collecting, and servicing the HammerHead Account and for other purposes permitted by law. **(New York Residents:** We will, if you request, tell Guarantor whether we obtained a consumer credit report about Guarantor and tell Guarantor the name and address of any consumer reporting agency that provided the report.) By signing below: (a) Guarantor certifies that he or she read and understood the HammerHead Account application and this Personal Guaranty; (b) Guarantor agrees to all of the terms and conditions of the HammerHead Account application and this Personal Guaranty; and (c) Guarantor agrees that all information and documents provided with this HammerHead Account application are true, correct, and complete.

Guarantor Signature \_\_\_\_\_ Title\* \_\_\_\_\_ Date \_\_\_\_\_  
 Guarantor Signature \_\_\_\_\_ Title\* \_\_\_\_\_ Date \_\_\_\_\_

By signing below, the Authorized Company Representative certifies that he or she is duly authorized by the Company to act on its behalf in applying for this HammerHead Account and to bind the Company and the Authorized Company Representative to the terms and conditions set forth in this application. By signing, you certify that you read and understood this HammerHead Account application, you agree to all of its terms and conditions, and you agree that all information and documents provided with your HammerHead Account application are true, correct, and complete.

Applicant Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Additional Authorized Commercial Card Company Representative & Authorized User of Commercial Card Account:**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_

*\*If corporate guarantor, authorized officer must sign and show corporate title. If partnership guarantor, a general partner must sign and show "Partner" on Title line. If individual guarantor, show "Individual" on the Title line. Guarantor information required for Commercial Card Application.*

Interest Rates and Interest Charges (Periodic Rate Finance Charges)	
<b>Annual Percentage Rate (APR) for Purchases</b>	The APR is a variable rate based on the U.S. Prime Rate plus the applicable Margin of 8.99%.  This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When It Applies</b>	The APR is a variable rate based on the U.S. Prime Rate plus the applicable "Margin" of 16.9%.  This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you make a late payment for three consecutive Billing Cycles.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.
<b>How To Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.

Fees	
<b>Annual Fee</b>	\$0
<b>Penalty Fees</b>	
• Late Payment	\$25
• Returned Payment	\$35
• Overlimit	\$25

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

To determine the variable Annual Percentage Rates ("APRs"), we add the highest prime rate published in *The Wall Street Journal* as of the first day of each billing cycle to: (1) a margin of 8.99%, for purposes of calculating the standard APR for Purchases; and (2) a margin of 16.9%, for purposes of calculating the Penalty APR.

This information was accurate when it was printed but may have changed after this date. To find out what may have changed after the printing date, you should write to us at the following address: Bank of the West, 475 Sansome Street, 19th Fl, San Francisco, CA 94111.

See participating merchants and dealers that accept the HammerHead commercial credit card account for more information about the terms and conditions for any introductory or promotional offers.