



CONFIDENTIAL BUSINESS CREDIT APPLICATION

COMPANY INFORMATION:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____ Fed Tax ID: _____

Phone: (____) _____ Fax: (____) _____ Mobile: (____) _____

Web Address: _____ E-Mail: _____

OWNERSHIP:

Corporation _____ Partnership _____ Proprietorship _____ Other (Explain) _____

Date Established _____ State in which Company Formed _____ Approximate Annual Sales or Revenue _____

Has this company done business under any other name? _____ List: _____

Is this company a subsidiary? _____ Parent Company: _____

Owner/Officer	Title	Home Address	Social Security #
_____	_____	_____	_____
_____	_____	_____	_____

CREDIT INFORMATION:

Credit Limit Requested: \$ _____

What type(s) of work do you do? _____

Accounts Payable Contact: _____ Phone: (____) _____

Accounts Payable Email: _____

Bank Name: _____ Phone (____) _____

Account Number: _____ Contact: _____

TRADE OR ACCOUNT REFERENCES

List 3 companies with which you currently do regular business

Company _____ Address _____ Phone _____ Contact Name _____

Company _____ Address _____ Phone _____ Contact Name _____

Company _____ Address _____ Phone _____ Contact Name _____

The undersigned represents and warrants that he/she is duly authorized to submit this application on behalf of the applicant. The above statements are material representations and are given for the purpose of obtaining the extension of credit from RPM/KMC, LLC. Applicant affirms that any credit extended by RPM/KMC, LLC will be used strictly for business, commercial, or agricultural purposes and not for personal, family, or household purposes. RPM/KMC, LLC may establish, adjust, and/or terminate the availability of credit, including limits, at its sole discretion. In the event credit is extended, the applicant agrees to the following: (1) To pay for all purchases pursuant to the terms and conditions of RPM/KMC, LLC's rental contracts, invoices, and those contained herein, (2) To pay RPM/KMC LLC a delinquency charge of 1 1/2% per month (18% per annum) on any amount remaining unpaid 30 days after the date of invoice, (3) To pay RPM/KMC, LLC's reasonable costs of collection, including attorney's fees, which, because such costs are extremely difficult and impracticable to fix, the parties agree shall be not less than 25% of any outstanding obligation of the undersigned to RPM/KMC, LLC (as a fair and reasonable estimate of such costs of collection), (4) To pay all sums due to RPM/KMC, LLC at its address in Marion County, Indiana. The state or federal courts of Marion County, Indiana shall be the exclusive jurisdiction and venue for any and all claims or disputes arising, directly or indirectly, out of this instrument.

The undersigned certifies that the above information is true and correct, and the applicant agrees to pay this account in accordance with RPM/KMC, LLC's credit terms. The applicant authorizes RPM/KMC, LLC to verify information and/or obtain additional information by securing data from a credit reporting agency.

Owner or Officer Signature: _____

Printed Name: _____

Title or Position: _____

CONTINUING UNCONDITIONAL PERSONAL GUARANTY:

In order to induce RPM/KMC, LLC to extend credit to the company whose name appears on the face of this credit application (the "Customer"), the undersigned (jointly and severally, if more than one) (the "Guarantor") hereby unconditionally guarantees to RPM/KMC, LLC its successors, and assigns the prompt and full payment when due or declared due of all amounts payable by Customer which now or at any time hereafter are or become owing and due by Customer or any of its subsidiaries or affiliates, the Guarantor hereby assuming personal and primary liability therefor, and assenting to and agreeing to be bound by all the terms and provisions of any indebtedness, liabilities, or obligations of Customer to RPM/KMC, LLC. Each Guarantor specifically acknowledges good and valuable consideration for the execution by the Guarantor of this Guaranty and specifically acknowledges that Guarantor is executing this Guaranty knowing that RPM/KMC, LLC will rely upon the same in its transactions with the Customer, including with regard to making credit decisions, and that inquiries regarding credit may be obtained from time to time by RPM/KMC, LLC in connection with Customer's account.

This Guaranty and Guarantor's obligations hereunder shall be absolute, unconditional, and continuing as to each Guarantor and his/her estate, and shall be binding on the heirs, executors, administrators, and assigns of each Guarantor, respectively. Neither the death nor incompetency of any Guarantor shall terminate the liability of such Guarantor, it being the intent of this Guaranty for Guarantor or his/her estate to personally guarantee and remain liable to RPM/KMC, LLC for payments due or becoming due by Customer to RPM/KMC, LLC prior to receipt of written notice from a representative of Guarantor's estate to RPM/KMC, LLC. Such notice shall be sent by certified mail to RPM/KMC, LLC at 8420 Zionsville Road, Indianapolis, Indiana 46268.

Guarantor waives notice of the acceptance of this Guaranty. Guarantor further waives presentment, demand, protest, and notice of dishonor. Guarantor agrees that no extension of time, whether one or more, nor any other indulgence granted by RPM/KMC, LLC to the Customer or Guarantor, and no omission, delay, or waiver on RPM's part in exercising any right or remedy against Guarantor will release, discharge, or modify the duties of Guarantor nor shall it operate or be construed as a waiver of any subsequent breach by Guarantor.

At any time, without notice, any modifications of contract may be made or any extension of time of payment granted, or security, additional guaranties, or commercial paper taken, substituted, renewed, and released without affecting or limiting the liability of each Guarantor to RPM/KMC, LLC. The obligation of the Guarantor hereunder is primary, and release by RPM/KMC, LLC of the Customer shall not release the Guarantor or diminish the obligations of Guarantor, except to the extent of payments received by RPM/KMC, LLC from the Customer in consideration of such release. RPM/KMC, LLC will not be required to pursue or exhaust any of its rights or remedies against Customer, any Guarantor or any other guarantor with respect to payment of any amounts owed by Customer to RPM/KMC, LLC, or to pursue, exhaust, or preserve any of its rights or remedies with respect to any collateral, security, or other guaranties given to secure the liabilities of Customer to RPM/KMC, LLC, or to take any action of any sort, prior to demanding payment from or pursuing its remedies against Guarantor. RPM/KMC, LLC may assign this Guaranty without prior notice to any Guarantor or Customer.

In the event RPM/KMC, LLC shall institute any action for enforcement or collection under this Guaranty, Guarantor agrees to pay all costs and expenses of such action, including reasonable attorneys' fees. Any legal suit, action, or proceeding arising out of or relating, directly or indirectly, to this Guaranty shall be brought in a state or federal court of competent jurisdiction in Marion County, Indiana, which, the parties agree, shall have exclusive jurisdiction and venue of such action, and, therefore, the parties irrevocably waive any objections and hereby consent to the jurisdiction and venue of said courts. This Guaranty shall be construed in accordance with the laws of the State of Indiana without regard to conflict of laws rules.

If any one or more of the provisions of this Guaranty shall for any reason whatsoever be held to be illegal, invalid or unenforceable, such illegality, invalidity and enforceability shall not affect any other provision of this Guaranty, but this Guaranty shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein. Neither this Guaranty nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

GUARANTOR AND RPM/KMC, LLC, BY ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY TRIAL OR HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN GUARANTOR AND RPM/KMC, LLC ARISING OUT OF OR IN ANY WAY RELATED TO THIS INSTRUMENT OR ANY RELATIONSHIP AMONG GUARANTOR, CUSTOMER, AND RPM/KMC, LLC. THIS PROVISION IS A MATERIAL INDUCEMENT TO RPM/KMC, LLC TO PROVIDE CREDIT TO CUSTOMER.

Name: _____

Home Address: _____

Signature: _____

Phone: _____

Date: _____

SSN: _____

Name: _____

Home Address: _____

Signature: _____

Phone: _____

Date: _____

SSN: _____

The use of my corporate title is only to identify my position in the company and in no way negates my personal guarantee

****FOR VERIFICATION PURPOSES AND IN ORDER TO PREVENT IDENTITY THEFT, THE INDIVIDUAL(S) THAT SIGN(S) ABOVE MUST SUBMIT A COPY OF A VALID PHOTO ID WITH THIS APPLICATION****

Fax completed application to (317) 927-1410 or Email to ar@rpmachinery.com