Kubota

COMMERCIAL CREDIT APPLICATION

PART 1 - GENERAL APPLICANT INFORMATION

Legal Business Name _____

Business Type: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Government ☐ Trust ☐ Non-Profit

Business Contact Name _____ Business Phone # _____

Fax # _____ Cell # _____ E-mail _____

SS#/Federal Tax ID# _____ Org ID # _____ State Organized in _____ Time in Business: Years ____ Months ____

Business Street Address _____

City _____ State _____ Zip _____ County _____

Mailing Address (if different than street address) _____

City _____ State _____ Zip _____ Gross Annual Income _____

PART 2 - BUSINESS INFORMATION

Principal Use of Equipment: ☐ Business ☐ Agriculture ☐ Dealer Rental ☐ Rental (non-dealer) ☐ Municipal Lease

Business Activity:

☐ Farming ☐ Sand/Gravel ☐ Excavating ☐ Plumbing/Sewer
☐ Rental ☐ Construction ☐ Golf Course ☐ Landscaping/Mowing
☐ Other/Describe: _____

PART 3 – PERSONAL INFORMATION OF GUARANTORS, PARTNERS OR PROPRIETOR

If you are a Sole-proprietor: First Name _____ Middle Initial ____ Last Name _____ Suffix _____

Date of Birth _____ Home Phone # _____ US Citizen? Yes__No__ , if No: Passport # _____ Country _____

If you are applying for joint credit or have a relationship to another applicant also applying for credit, please give us the applicant name and your relationship to that applicant:

Name _____ Their Social Security # _____ *Relationship to Applicant:* ☐ Guarantor ☐ Partner

PART 4 - PLEASE INDICATE WHICH OF THE BELOW ITEMS MAY APPLY TO YOU, CURRENTLY OR IN THE PAST

☐ Prior Financing with Kubota ☐ Prior/Current Repossession ☐ Tax Lien

☐ Judgment ☐ Filed Bankruptcy ☐ Prior/Current Foreclosure ☐ None of the Above

PART 5 – BUSINESS REFERENCES

Bank Information		Equipment Financing/Leasing Reference	
Name:		Name:	
Account #:	Phone #:	Account #:	Phone #:
Contact:		Contact:	

Equipment Financing/Leasing Reference		Equipment Financing/Leasing Reference	
Name:		Name:	
Account #:	Phone #:	Account #:	Phone #:
Contact:		Contact:	

The following authorization(s) apply to this application and apply subsequently for purposes of updating, renewing or extending credit and for reviewing or collecting any resulting credit extension. A photo-static or facsimile copy of this authorization will be valid as the original.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against 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 creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580. If this Application is denied, the undersigned have the right to a written statement of the specific reasons for the denial. **Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy 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.**

This is a business transaction, not a consumer transaction. By signing below, you hereby expressly affirm that, by completing this Application in any capacity, including, without limitation, as the principal of a formal business entity, a sole proprietor or a guarantor, even if your personal creditworthiness alone is the basis for establishing eligibility for services sought by this Application, you are seeking financing to purchase equipment for commercial and/or business purposes only, and not for personal, family or household use.

(A) AUTHORIZATION TO CONTACT BY PHONE. BY SIGNING THIS APPLICATION, KUBOTA, ITS AFFILIATES, AGENTS AND INDEPENDENT CONTRACTORS ARE AUTHORIZED TO CONTACT THE UNDERSIGNED USING ANY TELEPHONE NUMBER PROVIDED TO KUBOTA OR FROM WHICH A CALL IS PLACED TO KUBOTA, OR ANY TELEPHONE NUMBER WHERE KUBOTA BELIEVES IT MAY REACH THE UNDERSIGNED, USING ANY MEANS OF COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, CALLS OR TEXT MESSAGES TO MOBILE, CELLULAR, WIRELESS OR SIMILAR DEVICES AND CALLS OR TEXT MESSAGES USING AN AUTOMATED TELEPHONE DIALING SYSTEM AND/OR ARTIFICIAL VOICES OR PRERECORDED MESSAGES, EVEN IF CHARGES ARE INCURRED FOR RECEIVING SUCH COMMUNICATIONS. **(B) AUTHORIZATION TO CONTACT BY OTHER MEANS.** THE UNDERSIGNED ALSO AGREES THAT KUBOTA, ITS AFFILIATES, AGENTS AND INDEPENDENT CONTRACTORS MAY USE ANY OTHER MEDIUM, AS PERMITTED BY LAW AND INCLUDING, BUT NOT LIMITED TO, MAIL, E-MAIL AND FACSIMILE, TO CONTACT THE UNDERSIGNED. **(C) RIGHTS TO OPT-OUT OR MAKE CHANGES.** IT IS UNDERSTOOD THAT AGREEMENT TO SECTIONS (A) OR (B) ABOVE IS NOT A CONDITION TO OBTAINING FINANCING FROM KUBOTA. If opting out of section (A) and/or (B) is desired, or if the undersigned wants to change how Kubota contacts the undersigned, including with respect to any telephone number that Kubota might use, the undersigned may call Kubota at 1-800-624-7082 or write to Kubota at 4400 Amon Carter Blvd. Suite 100 Fort Worth, TX 76155.

Signing below authorizes the release of credit information to Kubota or its designee from any source including credit reporting agencies and the personal, bank, and credit references listed above: (i) to evaluate this Application; and (ii) if this Application is approved, for purposes of updating, renewing, extending, reviewing, servicing, and collecting on the account, as well as other legitimate purposes associated with the account. Kubota will, upon request, advise whether a credit report was requested and, if it was, Kubota will provide the name and address of the credit reporting agency that furnished the report.

It is understood that Kubota may report information to credit reporting agencies about the undersigned. It also is understood that late payments, missed payments, or other defaults may be reflected in the undersigned's credit report(s).

To dispute any information on a credit report that is reported by Kubota, send a written notice of dispute to the Servicing Center, 4400 Amon Carter Blvd. Fort Worth, TX 76155. Disputes sent to any other address or that are not received from a credit reporting agency will not be investigated. A dispute must include the applicable account number, the specific information disputed, the basis for the dispute and all supporting documentation or other information to be considered.

I understand that Kubota may provide the information that I provide in this Application to its affiliates and its non-affiliated third-party business partners to use for the purpose of determining my eligibility for products or services requested by completing this Application and/or for their everyday business purposes in providing services that result from this Application. Kubota's affiliates may also use this information when they are considering whether to offer financial or other products or services to the undersigned, unless the undersigned instructs Kubota not to share such information for this purpose. Kubota's non-affiliated third-party business partners, including those it uses to provide services to you resulting from this Application, may also use information obtained from this Application to market products or services to the undersigned, unless the undersigned instructs Kubota not to share such information for this purpose. Kubota hereafter will provide the undersigned with its privacy notice regarding the undersigned's ability to permit or restrict Kubota's sharing of the undersigned's information with its affiliates. In the event the undersigned does not become, or ceases to be, a Kubota customer, Kubota may still provide the information obtained from this Application in the manner, and subject to the limitations, set forth above. However, the undersigned may contact Kubota at any time to limit such sharing.

The undersigned otherwise agree that Kubota may release any such information if it believes it is required to comply with any governmental or legal process, whether or not such release is actually required, or when it is necessary or desirable in connection with a transaction or investigating a potential loss.

Maine Residents: If this application is approved, I understand that: (i) I must maintain physical damage insurance on the collateral securing the debt; (ii) I have the right of free choice in the selection of the agent and insurer through which the insurance is placed (including the right to choose an agent or broker not affiliated with you); and (iii) obtaining insurance from a particular agent or broker will not affect Kubota's credit decision if Kubota determines the selected insurance satisfies the terms of credit.

It is understood that this Application is may be provided to Kubota or its designee. It also is understood that, if this Application relates to an equipment lease, it may be provided also to CoActiv Capital Partners, Inc. or its designee.

It is agreed that this Application shall remain Kubota's property.

The undersigned acknowledge receipt of a copy of this Application.

The undersigned represents that all of the information contained in this Application is true, correct and complete.

Signature_____ Date: _____ (Authorized Representative of Credit Applicant / Commercial Guarantor) Name_____(Please Print)	*Title* ☐ CEO CFO ☐ Pres ☐ Vice Pres ☐ Secretary/Treasurer ☐ *Sole Proprietor* ☐ Gen Partner ☐ *Member* ☐ Other _____

The undersigned individual is either a partner or personal guarantor of the credit applicant.

Signature_____ Date: _____ (An Individual) Name_____(Please Print)	**Signature**_____ Date: _____ (An Individual) Name_____(Please Print)