



timberland machines & irrigation, inc.



Timberland Machines



The Sprinkler House®

CREDIT APPLICATION

Your TMI/TSH Sales Contact Name:

Mail Original To: Credit Manager
P.O. Box 1190 • Enfield, CT 06083
Fax Copy To: 860-394-1225

Business Information
[ ] Corporation [ ] LLC [ ] Partnership [ ] Sole Proprietor [ ] Municipality

Business/Partnership Name DBA

Accounts Payable Contact Name Phone Fax

Street Address City State Zip Code

E-mail Business Started (MM/YY) Gross Sales Last Year

Building(s) [ ] Own [ ] Rent Landlord/Mortgage Holder Name & Address

Tax Exempt Certificate

Certificate # Reason Tax Exempt Certificate must be faxed to 860-394-1225

Personal Information To be completed by the President/General Partners

First Name MI Last Name First Name MI Last Name

Street Address Street Address

City State Zip Code SS # City State Zip Code SS #

Phone Business/Mobile Phone Phone Business/Mobile Phone

Bank Information

Main Lending Institution Account Officer Name Account #

Street Address City State Zip Code Phone

Credit Report Authorization

I, \_\_\_\_\_, hereby authorized you to release any and all information concerning my account(s) and credit history with your company to Timberland Machines & Irrigation, Inc. and its divisions. A fax/photocopy of this authorization can be accepted as an original.
Signature Date

Trade Suppliers Please provide the information for three trade supplier references

Business Name Contact Name

Street Address City State Zip Code Phone

Business Name Contact Name

Street Address City State Zip Code Phone

Business Name Contact Name

Street Address City State Zip Code Phone

Application must be signed by an owner, partner or officer. Applicant agrees to pay a finance charge of 1 1/2% per month (18% Per Annum), on balance past-due 30 days or more. The undersigned further agrees to reimburse Timberland Machines & Irrigation, Inc. for all costs of collection, including reasonable attorney fees, incurred by Timberland Machines & Irrigation, Inc. in connection with any liabilities of the Debtor or the collection thereof.

Signature Title Date

## Personal Guarantee

In consideration of the sum of One Dollar (\$1.00) and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Timberland Machines & Irrigation, Inc., a Delaware corporation, having its principal offices at 1 Niblick Road, Enfield, Connecticut 06082 (hereinafter collectively referred to as "Creditor"), from time to time in its discretion, to extend or continue credit to

(hereinafter called the "Debtor"), the undersigned hereby guarantees, absolutely and unconditionally, to Creditor the payment of all Liabilities of the Debtor to Creditor of whatever nature, whether existing or hereafter incurred, whether created directly or acquired by Creditor by assignment or otherwise, whether matured or unmatured, and whether absolute or contingent (all of which are hereafter collectively referred to as the "Liabilities of the Debtor").

The undersigned further agrees that, with or without notice or demand, the undersigned will reimburse Creditor, to the extent that such reimbursement is not made by the Debtor, for all expenses (including counsel fees) incurred by Creditor in connection with any of the Liabilities of the Debtor or the collection thereof.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Debtor with Creditor, provided, however, that the undersigned may by notice in writing, sent by registered mail to Creditor at the respective addresses indicated above, terminate this guaranty, but only with respect to all Liabilities of the Debtor incurred or contracted by the Debtor or acquired by Creditor after the date on which such notice is so delivered or received.

All monies received by Creditor may be applied in such manner and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Debtor as Creditor may elect, it specifically being understood and agreed that this paragraph allows the payment or reduction of any amount by which said Liabilities exceed the amount guaranteed by this agreement.

The undersigned hereby consents that from time to time, before or after any default by the Debtor or any notice of termination hereof, with or without further notice to or assent from the undersigned, any security at any time held by or available to Creditor for any obligation of the Debtor, or for any obligation of any other person secondarily or otherwise liable for any of the Liabilities of the Debtor, may be exchanged, surrendered or released and any obligation of the Debtor, or of any such person, may be changed, altered, renewed, extended, continued, surrendered, compromised, waived or released in whole or in part, or any default with respect thereto waived, and Creditor may fail to set off and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of the Debtor, or of any such other person, and may extend further credit in any manner whatsoever to the Debtor, any generally deal with the Debtor or any such security or other person as Creditor may see fit; and the undersigned shall remain bound under this guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, surrender, compromise, waiver inaction, extension of further credit or other dealing.

The undersigned waives (a) notice of acceptance of this guaranty and of extensions of credit by Creditor to the Debtor; (b) presentment and demand for payment of any of the Liabilities of the Debtor; (c) protest and notice of dishonor; (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guaranty.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that action be brought against the Debtor or any other person or that resort be had to any security or to any balance of any deposit account or credit in favor of the Debtor or any other person.

Each reference herein to Creditor shall be deemed to include its successors and assigns, in whose favor the provisions of this guaranty shall also inure. Each reference herein to the undersigned shall include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this guaranty.

The term "undersigned" as used herein shall, if this instrument is signed by more than one party, mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking, provided, however, that in the next succeeding paragraph hereof the term "undersigned" shall mean the "undersigned and any of them." If any party hereto shall be a partnership, the agreements and obligations on the part of the undersigned herein contained shall remain in force and applicable notwithstanding any changes in the individuals composing the partnership and the term "undersigned" shall include any altered or successive partnerships but the predecessor partnerships and their partners shall not thereby be released from any obligation or liability.

No delay or failure on the part of Creditor to exercise any rights hereunder shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligation of the undersigned or of the right of the Creditor to take further action without notice or demand; nor in any event shall any modification or waiver be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

Should the Debtor, at any time, become insolvent, or if any petition in bankruptcy or other proceedings involving insolvency should be filed against the Debtor, or if a receiver or trustee should be appointed for any part or all of Debtor's property, then Creditor shall have the right, at its option, without demand or notice whatsoever, to file and prove its entire claim in any court of competent jurisdiction, whether such claim exceeds the amount of this guaranty or not, and to collect any dividends that may be realized on said entire claim; and in that event, Creditor shall have the right at its option, without any notice or demand whatsoever, to proceed against the undersigned at any time, for the difference between the amount of the entire claim due Creditor by the Debtor and the amount of such dividend or dividends thereon. Anything herein to the contrary notwithstanding, (a) Creditor may at any time proceed in the first instance against the undersigned without any demand or notice whatsoever, (b) the filing of such claim shall not bar an action on this guaranty. The undersigned hereby waives the benefit of all Homestead Exemption Laws.

Applicant's Signature (Required)

Date

Witness

Date

Partner or Co-Applicant's Signature

Date

Witness

Date