



APPLICATION FOR CREDIT

- Corporation
- Individual
- Partnership
- Sole Proprietorship

NAME OF BUSINESS OR INDIVIDUAL (Customer): _____

MAILING ADDRESS: _____

SHIPPING ADDRESS: _____

PHONE #: _____ FAX #: _____ AP CONTACT: _____

YEARS IN BUSINESS: _____ COUNTY/PARISH: _____ EMAIL: _____

INDUSTRY (check one only):

- | | | |
|--|--|--|
| <input type="checkbox"/> Commercial Construction | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Petrochemical |
| <input type="checkbox"/> Commercial Non-Construction | <input type="checkbox"/> Medical | <input type="checkbox"/> Pulp & Paper |
| <input type="checkbox"/> Environmental | <input type="checkbox"/> Mining | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Food & Beverage | <input type="checkbox"/> Municipal | <input type="checkbox"/> Other |
| <input type="checkbox"/> Industrial Contractors | <input type="checkbox"/> Oilfield | |

PRINCIPALS OF COMPANY

NAME TITLE

NAME TITLE

CREDIT REFERENCES

COMPANY ADDRESS PHONE FAX (required)

COMPANY ADDRESS PHONE FAX (required)

COMPANY ADDRESS PHONE FAX (required)

COMPANY ADDRESS PHONE FAX (required)

BANKING INFORMATION

BANK NAME ADDRESS PHONE

ACCOUNT # BANK OFFICER YEARS AT BANK

TAXABLE? YES ___ NO ___ TAX-EXEMPTION # _____ (Tax Certificate must be submitted with application for each state doing business for exemption.)

IS PURCHASE ORDER REQUIRED? YES ___ NO ___ INVOICE SUBMITTAL METHOD: Email/Mail TO: _____

The above information is for the purpose of obtaining credit and is warranted to be true and correct. Customer, as identified above, hereby authorizes H&S Rental & Services and its agents and representatives to obtain reports regarding the creditworthiness of Customer, including a "Consumer Report," as defined under the Fair Credit Reporting Act, and to investigate the references listed above regarding Customer's financial responsibility and creditworthiness. Customer authorizes its creditors and financial institutions to release said credit information. Customer acknowledges the receipt of the accompanying terms and conditions of all credit sales to Customer. Customer hereby agrees to such terms and conditions and will make payment to H&S in accordance with these terms and conditions. **Payment terms – net 30 days.**

DATE OFFICERS SIGNATURE & TITLE

Please submit credit application to our Credit Department: Brenda@hsrentals.com

Account Agreement and Terms

The Customer identified on the Application for Credit and below hereby acknowledges and agrees to the following terms and conditions for all sales or rentals (collectively and singularly, "Sales") on account with H&S Rental & Services (H&S).

1. This Account Agreement and Terms ("Agreement") supersedes, with respect to sales or rentals made subsequent to the execution of this Agreement by Customer, any prior contract, agreement or understanding governing the extension of credit by H&S to the Customer or the payment and security therefore of amounts due to H&S by Customer. Sales by H&S to Customer made after the execution of this application and Agreement by Customer shall be governed by the terms and conditions pertaining to such Sale and by this Agreement. If any term or condition of a Sale conflicts with any provision of this Agreement, this Agreement shall control.
2. The acceptance of Customer's Application for Credit or this Agreement shall not create any obligation on the part of H&S to provide any goods or services to Customer.
3. If credit is extended, Customer agrees to pay **H & S'** invoices for each Sale in full within thirty (30) days from commencement of the rental period, irrespective of the date of invoicing. Customer will make payment to **H & S RENTAL & SERVICES** at **P.O. BOX 62582, San Angelo, Tom Green County, TX 76906-2582** or in such other location as H&S may designate in writing, including any remittance address on an invoice, which are hereby incorporated by reference.
4. **PAYMENT:** Customer agrees that on all invoices not paid by the due date shall bear interest at the rate of 18% per annum (1.5% per month) or the maximum amount allowed by the law governing this Agreement, until the principal overdue balance is paid in full. Payments will be applied first to accrued interest and then to the principal amount due.
5. Customer shall on demand fully reimburse **H & S** for all expenses (including but not limited to attorneys' fees, collection agency fees, court costs, and repossession expenses) incurred by **H & S** in connection with the collection or enforcement of any indebtedness of Customer.
6. **LESSEE'S OBLIGATIONS TO REPAIR AND MAINTAIN:** **LESSEE** shall, at **LESSEE'S** expense, supply all **FUEL, LUBRICANTS, REPAIR PARTS, LABOR,** and all other items necessary to operate the equipment and to maintain it in good operating condition until the equipment is returned to **H & S'** possession. **LESSEE** shall operate the equipment in accordance with any operator's manual provide with the equipment. The equipment shall be returned in the same condition as when received, except for **normal** wear. If the equipment, when returned to **H & S,** is in need of repair, fluids (including but not limited to fuel), or is in a damaged or worn condition (including but not limited to damage and wear to tires), not attributable to normal wear, **LESSEE** shall be obligated to pay **H & S** the reasonable cost of the repairs, (including but not limited to parts, labor, freight) and, in addition, **LESSEE** shall be obligated to continue the payment of the rental, at **H & S'** established rate for the period of time reasonably necessary to repair **H & S'** equipment and to restore it to a good, safe, and serviceable condition.
7. **LESSEE'S RESPONSIBILITY FOR LOSS:** **LESSEE** is responsible for the rented equipment at all times from its initial delivery to **LESSEE** until its return to **H & S'** possession, and all risk of loss shall be borne by **LESSEE**, whether such loss is caused by the negligence of the **LESSEE**, abuse, fire, theft, or any casualty of any nature whatsoever, it being the intent of **H & S** and **LESSEE** that **LESSEE** shall bear any loss resulting from the loss of or damage to the rented equipment, whether or not **LESSEE** was in any way at fault.
8. **LOCATION:** Customer agrees to furnish promptly to H&S all information regarding the location(s), including well sites, where Customer may use **H & S'** equipment and further provide the identity of the owners or operators of such locations or well sites, the identity and contact information of any primary contractor with such owner or operator and such other and further information that may be needed or requested by H&S to determine the location of its equipment or to perfect a lien under applicable laws.
9. **INSURANCE:** If **LESSEE** does not accept the **Loss Damage Waiver** for the rented equipment, it must provide physical damage insurance coverage on the rented equipment in the form of an all risks – contractor's equipment floater, with the loss payable clause in favor of **H & S RENTAL & SERVICES**. Such coverage shall be in the minimum amount of \$ 100,000.00 or the agreed value of the rented equipment, whichever is more and shall have a deductible of no more than \$ 2,500.00. In addition to physical damage insurance coverage, **H & S** has the right to require proof of General Liability Insurance, and Workers Compensation Insurance. All proofs of insurance must be provided to **H & S** prior to delivery of the rented equipment and must be provided through an insurance company authorized to be business in the **State of Texas**.
10. **INDEMNITY:** **LESSEE** agrees, whether or not this Agreement has expired or been terminated, to assume liability for, and **LESSEE** hereby agrees to indemnify, defend, and save and keep harmless **H & S** from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims, actions, proceedings, suits, judgements, cost, interest, expenses, and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorney's fees and cost (hereinafter a "Claim") that may be imposed on, incurred by or asserted against **H & S** in any way relating to, resulting from, based upon or arising out of this Agreement, including, without limitation, (i) any breach or violation of this Agreement by **LESSEE**; (ii) any breach or alleged breach of the representations, warranties or covenants made in this Agreement by **LESSEE** or any document delivered by **LESSEE** to **H & S** relating to the future rental of equipment; (iii) **CLAIMS RELATING TO PERSONAL INJURY, DISABILITY OR DEATH,** and (iv) **CLAIMS ARISING OUT THE NEGLIGENCE OR OTHER WRONGDOING OF H & S;** provided however that **LESSEE** is not required to indemnify **H & S** for any Claim **H & S** resulting solely from the willful misconduct or gross negligence of **H & S**. The obligation of **LESSEE** to defend **H & S** against any Claim is separate and distinct from the obligation of indemnity set forth herein. **LESSEE** has the right and obligation to assume the defense of any Claim with counsel chosen by **LESSEE** and reasonably acceptable to **H & S**, provided that counsel shall remain at the cost and expense of **LESSEE**.

11. DISCLAIMER OF ALL WARRANTIES: H & S MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT RENTED AND HEREBY DISCLAIMS THE SAME. There are no oral or written promised, terms, conditions, representations, or warranties, of any nature whatsoever, express, or implied, concerning any equipment rented by LESSEE from H & S except that all rental equipment shall be in good operation condition at the time furnished by H & S. Acceptance of equipment by LESSEE will constitute acknowledgement that the equipment was furnished in good, safe, and serviceable condition unless H & S is notified to the contrary in writing within three (3) days following the receipt of the equipment.

12. This Agreement shall be governed and construed by the laws of the State of Texas. Customer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of applicable subject matter jurisdiction for any and all litigation arising out of or related to this Agreement or the enforcement of any indebtedness Customer owes H & S. If any provision or any part of any provision of this Agreement or the application thereof is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

13. Customer hereby waives the right to a jury trial of any or all claims or disputes which may arise after in connection with this Agreement or any Sale between Customer and H&S.

14. The terms of this Agreement may be revised or supplemented from time to time by H&S sending the Customer notice of such changes at Customer's mailing address identified on the Application for Credit or such other address as Customer may designate in writing, and it will be presumed that Customer has received any such notice properly addressed and mailed to such address. Any Sale subsequent to the effective date of such changes or supplementations will be governed thereby and will be deemed Customer's acceptance of such changes or supplementations unless Customer gives written notice to H&S of its objection to such changes or supplementations prior to any such Sale.

15. H&S does not guarantee or promise an amount of credit or a duration of time for which credit may be extended to Customer. H&S may in its sole discretion, upon notice to Customer, extend, reduce or terminate the amount of credit offered to Customer. H&S further reserves the right to require all Sales to be paid in advance or require a deposit in an amount to be determined in H&S' sole discretion. H&S may apply the deposit against any amounts owed to H&S by Customer and not timely paid, including the costs to refuel, clean, repair or replace any rental equipment not returned to H&S in accordance with the rental terms and conditions. If the deposit has not been exhausted after the deposit has been applied, H&S will refund the deposit balance to Customer.

NAME OF BUSINESS OR INDIVIDUAL ("Customer"): _____

By: _____
Signature Title Printed Name Date

The undersigned individual who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by H&S Rental & Services from time to time as may be needed, in the credit evaluation process.

Name (Please Print) Social Security No. Signature Date

Guaranty

In consideration of the extension of credit to the applicant named herein, the undersigned (hereafter referred to as "Guarantor," whether one or more), jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by Customer identified above and in the Application for Credit to H&S. This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. H&S shall not be required to exhaust any remedies against Customer prior to exercising rights granted hereby and may seek payment from Guarantor separately or concurrently with Customer or any other Guarantor. Guarantor hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by H&S to Customer; (b) presentment and demand for paying of any indebtedness of Customer; (c) protest and notice of dishonor or default to Guarantor with respect to any indebtedness of the Customer; (d) all other notices to which Guarantor might otherwise be entitled; (e) any demand for payment under this Guaranty; and (f) all set-offs and counterclaims.

This is a guaranty of payment and not for collection and Guarantor further waives any right to require that any action be brought against Customer or any other person or to require that resort be had to any security. Guarantor agrees that, on demand, Guarantor will reimburse H&S, for all expenses (including but not limited to attorneys, court costs, and costs of repossession) incurred by H&S in connection with the enforcement or collection of any indebtedness of Customer or the enforcement of this Guaranty.

Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Guaranty and the extension of credit to Customer, hereby consents to and authorizes H&S and its agents or representatives to obtain and use a consumer credit report pertaining to Guarantor, from time to time as may be needed, in the credit evaluation process.

This Guaranty shall be governed and construed by the laws of the State of Texas. Guarantor hereby irrevocably consents to the personal jurisdiction of the state and federal courts of applicable subject matter jurisdiction for any and all litigation arising out of or related to this

Guaranty. If any provision or part of any provision of this Guaranty is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision, or part thereof, as the case may be, shall be deemed null and void, but without invalidating the remaining provisions hereof or the remaining part of such, which will remain valid and enforceable to the fullest extent. Guarantor hereby waives the right to a jury trial of any or all claims or disputes which may arise in connection with this Guaranty.

Guarantor further acknowledges and represents that any titles written near his or her signature below are merely intended to clarify the individual's position with the Customer and in no way is intended to limit or cancel the personal nature of this Guaranty.

GUARANTOR:

GUARANTOR:

Name (Please print) Social Security No.

Name (Please print) Social Security No.

Signature Date

Signature Date

Witness Date

Witness Date