**CREDITOR NAME**

**CUSTOMER APPLICATION AND AGREEMENT**

Customer hereby applies with **Creditor Name** and its affiliated companies, for an open account. Customer hereby acknowledges that any extension of credit by **Creditor Name** and its affiliated companies, whether now existing or hereinafter extended, shall be made in reliance on the representations made in this Application as being accurate and correct and this Application, and all off the terms hereof shall apply to each such extension contained herein.

Customer must complete each section of the Application and return it to company’s local branch for processing. Company may, at company’s sole discretion and option, require customer to submit financial statements, tax returns, or other evidence of financial suitability in order to process the Application. Company makes no representations concerning Customer’s ability to qualify for an open account or extension of any amount of credit. Company may, at Company’s sole discretion and option, reject or deny this Credit Application; refuse to extend credit or any amount of credit to Customer; withdraw its approval, if so granted, of an open account to Customer; or modify or reduce an amount of credit, if so extended, whether now or hereafter.

**1. Customer Information**

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_city\_\_\_\_\_\_\_\_\_\_\_\_\_\_state\_\_\_\_\_\_\_\_\_zip\_\_\_

Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_city\_\_\_\_\_\_\_\_\_\_\_\_\_\_state\_\_\_\_\_\_\_\_\_zip\_\_\_ Phone No. ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax(\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Established:\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_\_\_\_Fed Tax ID No:\_\_\_\_\_\_\_

(Corporation,Limited Liability company, DUNS No:\_\_\_\_\_\_\_\_\_\_\_

General or Limited Partnership,

Sole Proprietorship)

Name of Parent Company (if applicable)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If incorporated or LLC, enter year\_\_\_\_\_\_\_\_\_\_\_\_\_ and state of formation\_\_\_\_\_\_\_\_\_, and list two(2) officers or principals that are authorized to act on behalf of Customer:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a sole proprietorship or partnership, enter year\_\_\_\_\_\_\_\_\_ and state of formation\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and list each sole proprietor or partner that is authorized to act on behalf of the Customer, their title, if any, their home address, and their social security number. (If more than 2 partners, attach additional sheet)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tel:( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SS#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tel:( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SS#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you have a sales exemption certificate? \_\_\_\_\_\_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_\_\_\_\_No

**If yes, please attach a sale tax exemption certificate for each state in which you presently and/or intend to do business. If no certificate is attached Customer will be charged appropriate tax rate and amount on all transactions.**

Has Customer ever filed bankruptcy? \_\_\_\_\_\_No \_\_\_\_\_\_Yes – attach a separate sheet with details.

Has customer even been sued for alleged non-payment of a debt? \_\_\_\_\_No\_\_\_\_\_Yes

If so, please provide information on date sued, nature of dispute, and resolution of dispute:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CUSTOMER APPLICATION AND AGREEMENT (cont.)**

Page 2 of 4

**Customer Information (cont.)**

Please indicate if Customer requires any of the following on Invoices:

* Job number
* Purchase order number
* Name of person ordering
* Other information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Have you done business with Company in the past? \_\_\_\_\_\_\_\_No \_\_\_\_\_\_\_\_\_\_ Yes

If so, please show the account no., name of company, address, and approximate dates:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If not, how did Customer hear about company? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Bank Reference**

|  |  |
| --- | --- |
| Bank:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Accounts Nos.:  Checking:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Savings:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Loans:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Bank:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Account Nos.:  Checking:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Savings:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Loans:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**3. Trade References.**

|  |  |
| --- | --- |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date Opened:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Terms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date Opened:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Terms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date Opened:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Terms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date opened:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Terms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**CUSTOMER APPLICATION AND AGREEMENT (cont.)**

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**4. Insurance Information (General Liability and Property Damage).**

(Attach copy of each Declaration page)

|  |  |
| --- | --- |
| Ins. Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Policy No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Ins. Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Policy No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**5. Agreement.**

Customer agrees that the following terms shall apply to Customer’s accounts with **Creditor Name** and its affiliated companies, and any and all obligations arising there from, and this supersedes any prior or other similar agreement:

1. By Customer’s signature below, Customer confirms that all of the information provided by Customer in this Credit Application and Agreement constitute representations upon which company can, and will, rely, and that all such representations are true and complete.
2. Company is hereby authorize to obtain any other information which Company deems reasonably necessary, from any source, either to verify the representations made in this Credit Application and Agreement or to obtain other related credit information.
3. Customer will immediately notify Company in the event that any representation made in this Credit Application and Agreement becomes untrue or in the event that Customer becomes insolvent or otherwise unable to regularly pay its obligations as they become due.
4. Customer will pay, in full, each invoice provided to Customer by Company within 30 days of the date of each invoice, unless Company has provided Customer, in writing, with different terms and, in that event, Customer shall pay each invoice, in full, in accordance with those terms. Any amount not received by Company when due shall bear interest at 2.0% per month or such maximum lesser rate as may be permitted by law.
5. In the event that Company incurs any legal fees or related costs in connection with Customer’s account with Company, either as a result of Customer’s failure to comply with terms of Customer’s account or otherwise, Customer shall be required to immediately reimburse Company for any and all legal fees and related costs incurred by Company.
6. Customer and Company expressly agree that the laws of the **Creditor’s State** shall govern the validity, construction, interpretation, effect, and enforcement of this Credit Application and Agreement, and all obligations arising pursuant thereto or otherwise as a result of the relationship established thereby, and the Courts of the **Creditor’s State** shall have jurisdiction over the parties with respect thereto and any litigation arising there from, which venue being established based upon the then corporate office location of Company. Customer and Company further agree that this Agreement and all rental agreements, delivery receipts, and all other documents applicable hereto, are deemed entered into, are to be performed, and all amounts are payable at, the then corporate office location of Company.
7. A Signature on this Credit application and agreement transmitted by facsimile transmission shall be effective as an original signature.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[PERSONAL GUARANTY FOLLOWS]

**CUSTOMER APPLICATION AND AGREEMENT (cont.)**

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**6. Personal Guaranty.**

For, and in consideration of, the allowance of credit to Customer, I/We, the undersigned Guarantor(s) personally guarantee, unconditionally and at all times, to **Creditor Name** and its affiliated companies, the payment of all obligations, indebtedness, and liability which may be now or hereafter owing by Customer to **Creditor Name**, in addition to any legal fees and costs incurred by Company in connection with the enforcement of this Guaranty.

In connection with this Guaranty, I/We, the undersigned Guarantor(s), further agree as follow:

1. This Personal Guaranty shall be a continuing obligation and may not be revoked, except in writing provided to, and actually received by, Company and, in the event of any such revocation, that revocation shall not be effected as to any obligation, indebtedness, or liability which arose, credit extended, equipment rented, or services rendered prior to Company’s receipt of that revocation.
2. In the event that Company incurs any legal fees or related costs in connection with Customer’s account with Company or the enforcement of this Guaranty, either as a result of Customer’s failure to comply with the terms of Customer’s account, Guarantor(s) failure to comply with the terms of this Guaranty, or otherwise, Guarantor(s) shall be required immediately reimburse Company for any and all legal fees and related costs incurred by Company.
3. The laws of the **Creditor’s State** shall govern the validity, construction, interpretation, effect and enforcement of the Credit Application and agreement and of this Guaranty, and all obligations arising pursuant thereto or otherwise as a result of the relationship established thereby, and the Courts of **Creditor’s State** shall have jurisdiction over the parties with respect thereto and any litigation arising there from, with venue being established based upon the then corporate office location of Company.
4. A signature on this Guaranty transmitted by facsimile transmission shall be effective as an original signature.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Guarantor:  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Home address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Social Security No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Driver’s License No.:\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_  Telephone Numbers:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Guarantor:  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Home Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Social Security No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Driver’s License No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_state:\_\_\_\_\_\_\_  Telephone Numbers:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**TERMS AND CONDITIONS**

|  |  |
| --- | --- |
| **1. DEFINITIONS.** The terms “**Creditor Name**” as used herein shall refer to **Creditor Name** identified on the front page whom the Customer has rented the Equipment. “Equipment” means any one or more of the items identified as such on the list page of this Rental Agreement, and shall include any accessories, attachments or other cables, liquid fuel tanks, nozzles, and other similar items. “Customer” means the person or entity identified as such on the first page of this Rental Agreement, including any representative, agent, officer, or employee thereof. “Store Location” means the Baker address in the upper left-handed corner on the first page of the Rental Agreement.  **2. AUTHORITY TO SIGN.** Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement as or for the Customer.  **3. DISCLAIMER OF WARRANTIES. CREDITOR NAME MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.** There is no warranty that the Equipment is suited for Customer’s intended use, or that it is free from defects. Except as may be specifically set forth in this Rental Agreement, **Creditor Name** disclaims all other warranties, either expressed or implied, made in connection with this rental transaction. These warranty provisions cannot be amended or modified orally or in writing and supersedes any contrary representations or warranties, expressed or implied. In addition, **Creditor Name** shall not be responsible for any damage or loss caused by negligence of **Creditor Name**’s employees or agents occurring in connection with the performance of the Rental Agreement.  **4. INDEMNITY/HOLD HARMLESS/DAMAGES.** Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all necessary precautions to protect all persons and property from injury or damage while in possession of the Equipment. **Creditor Name** shall not be responsible to Customer or any other party for any loss, damage or injury (including any loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect with respect thereto. Customer agrees to defend, indemnify and hold Baker harmless from and against any and all liability, claims and damages of any kind (including attorney’s fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Equipment, however caused.  **5. RECEIPT & INSPECTION OF EQUIPMENT**. **Creditor Name** or **Creditor Name**’s designee shall deliver the Equipment described on the face hereof to the site designated by the Customer, as noted on the face hereof. Customer agrees not to remove the equipment from that location without the prior written consent of **Creditor Name**, except in the case of equipment specifically designed and intend for mobility. Customer acknowledges by signing this Rental Agreement that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer’s needs. Customer acknowledges that, although the Equipment has, prior to delivery, been cleaned in accordance with **Creditor Name**’s usual procedures, **Creditor Name** does not warrant that the Equipment is entirely free of any contaminants, about a separate specific written agreement to the contrary, and Customer accepts the Equipment in its condition as when delivered. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspect all hitches, bolts, safety chains, hauling tongues, welds and other devices and material used to connect the Equipment to Customer’s towing vehicle, if any, **Creditor Name** is not responsible for any damage to Customer’s towing vehicle caused by detachable hitches or mirrors.  **6. USE OF EQUIPMENT.** Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner. (b) Without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer’s sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A) which may apply to the use of the Equipment. Customer agrees that the Equipment shall be used only in the normal course of its business, and only as to commodities, weight and other limitations of the Equipment. Customer shall keep the Equipment in good and efficient working order. Condition and repair, reasonable wear and tear alone accepted. Customer agrees to properly maintain and care for Equipment and further, to protect the health and safety of the persons required to come in contact with the Equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily and immediately notify **Creditor Name** when Equipment needs repair or maintenance. Customer acknowledges that **Creditor Name** has no responsibility to inspect the Equipment while it is in Customer’s possession, although **Creditor Name** has the right, in its discretion, to conduct such an inspection and to test any contents which may be contained in the equipment, and to access Customer’s premises for that purpose. **Creditor Name** shall incur no liability whatsoever for failure of the Equipment to perform in customer’s service, nor for any damage to cargo(es0 owned by Customer might be held responsible. Customer will not store or inject any materials that may cause harm to the equipment. Customer will not store or transport any acute hazardous materials unless Supplemental Acute hazardous Material Agreement has been signed by both parties prior to the rental. If any such acute hazardous materials are stored or transported in the Equipment, Customer agrees that Customer shall be deemed to be the generator of those materials and shall, upon request, prove customer’s EPA or other environmental licensing number to be used by **Creditor Name** in connection with the disposal of any such Acute hazardous Materials. Some Equipment is equipped with pressure/vacuum relief devices or throttle stop and governor devices. Customer agrees not to tamper with or adjust such devices without prior consent of **Creditor Name** management.  **7. IMPROVEMENT OR CHANGES TO EQUIPMENT.** Customer shall not (except as required by Section 6 hereof) make any substantial changes in or improvement to the Equipment without the advance written consent of **Creditor Name**. Any improvements or additions applied to the Equipment shall at once become and remain the property of **Creditor Name**. **Creditor Name** reserves the right to charge the Customer for the removal of any modifications that were made during the rental.  **8. MALFUNCTIONING EQUIPMENT.** Should the equipment become unsafe, malfunction or require, Customer shall immediately cease using such Equipment and immediately notify **Creditor Name**. If such condition is the result of normal operation, **Creditor Name** will repair or replace the Equipment in working order if such replacement Equipment is available. **Creditor Name** has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect. Customer’s sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. The Equipment must be returned to the Store Location within twenty-four from the time of defect in order to terminate rental charges.  **9. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT.** At the expiration of the rental, the customer will return the Equipment in the same condition as when delivered to the customer, empty of all contents in clean condition, usual wear and tear excepted. Additionally, **Creditor Name** reserves the right to charge for any repairs that may be necessary, including cleaning of interior or exterior and disposal of any contents. Customer shall be liable for all damages to or loss of the Equipment, including, but not limited to: (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading; (iv) internal damage caused by adverse affects of cargo or mixture of cargoes, cleaning solvents and/or cleaning processes undertaken by Customer or its agents and any damage during transit to or from Customer; (v) cavitations; (vi) freezing, improper operation, improper maintenance/lubrication, fire, theft, windstorm, hailstorm, flood, riot, insurrection, strike, explosion, collision, damages during unloading, damages during transportation. Customer shall pay **Creditor Name** the reasonable costs of transportation, repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. **Creditor Name** shall be under no obligation to commence repair work until Customer has paid to **Creditor Name** the estimated cost therefore. In the case of the loss or destruction of any Equipment, or inability or failure to return same to **Creditor Name** for any reason whatsoever, customer will pay **Creditor Name** the then full replacement list price together with the full rental rate as specified until such Equipment is replaced.  **10. REASONABLE WEAR AND TEAR.** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, 56 hours per week, and 224 hrs per month) basis. The following shall not be deemed reasonable wear and tear; (a) damage resulting from lack of lubrication of necessary oil, water and air pressure levels. (b) Damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer’s operation and maintenance manual. (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, | Staining and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; (f) freezing, and ;(g) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made only by a facility approved by **Creditor Name**, to the reasonable satisfaction of **Creditor Name** and in a manner, which will not adversely affect the operation, manufacturer’s design or value of the Equipment.  **11. LATE RETURNS.** Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of **Creditor Name**’s next business day in the event the Equipment is returned to Store Location at other than Baker’s regular business hours.  **12. RENTAL PERIOD & CALCULATION OF CHARGES.** Rental charges commence when the Equipment is at the Store Location and end when the Equipment is returned thereto. Rental charges occur during full week including Sundays and Holidays. Rental rates are for normal usage based on an eight hour day, 56 hour a week 224 hours per month. On power equipment, Operation in excess of one shift (eight hours per day, 56 hours per week and 224 hours per month) will be at **Creditor Name**’s standard premium rates. Customer will truthfully and accurately certify to **Creditor Name** the number of shifts the Equipment was operated. Transportation costs for delivery and pick up and rent for Equipment covered by this Rental Agreement shall be in accordance with **Creditor Name**’s Rate sheet in effect from time to time. The Equipment is furnished F.O.B. **Creditor Name**’s branch and all handling and transportation charges to and from **Creditor Name**’s branch, unless otherwise specified herein, shall be paid by Customer.  **13. DEPOSIT.** In addition to securing the payment of rental charges hereunder, customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Baker as a result of such breach.  **14. PAYMENT.** All obligations under this Rental Agreement shall be paid in full upon return of the Equipment to **Creditor Name** or within 30 days after **Creditor Name**’s Customer, whichever occurs first. Customer acknowledges that timely payment of rental charges is essential to **Creditor Name**’s business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and **Creditor Name** agree that there shall be added to all past due rental charges, a late payment fee equal to the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.  **15. FAILURE TO DELIVER.** Customer releases and discharges **Creditor Name** from any and all liability or damages (including consequential and special damages) which might be caused by **Creditor Name**’s failure or inability to deliver any Equipment by any specified date or time.  **16. TITLE/NO PURCHASE OPTION/NO LIENS.** This Rental Agreement is not a contract of sale, and title to the equipment shall at all times remain with **Creditor Name**. Unless covered by a specific supplemental agreement signed by Baker, the customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.  **17. TIRE/TUBE REPAIR OR REPLACEMENT.**  Repair or replacement of tires is the responsibility of the Customer, and is not included in the rental rate.  **18. DEFAULT.** Should Customer in any way fail to perform, observe or keep any provision of this Rental Agreement, **Creditor Name** may, at its option, do any one or more of the following; (a) terminate the Rental Agreement; (b) declare the entire rent immediately due and payable and commence legal action therefore; (c) retake possession of the Equipment, holding the Customer liable for all rental and other charges; or (d) pursue any other remedies available by law.  **19. REPOSSESSION OF EQUIPMENT.** In the event of any actual or anticipatory violation of or default in, any of the terms and conditions of this contract by the Customer, **Creditor Name**’s employees or agents may terminate the rental and without notice or legal process, go upon Customer’s property and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by **Creditor Name** in retaking the Equipment. Should Customer claim that any of said Equipment contains property belonging to Customer; the Customer shall give written notice to **Creditor Name** of such fact within a period of 24 hours after retaking by **Creditor Name**. Failure to give such notice within 24 hours shall forever bar Customer from asserting any claim or claims against on account of warranty alleged to have been said retaken Equipment.  **20. CUSTOMER’S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability resulting from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period. When requested, Customer shall supply to **Creditor Name** proof of such insurance by certificate of insurance clearly setting forth the coverage for the Equipment and naming Baker as loss payee and additional insured: such insurance and evidence thereof to be in the following limits: (i) in the case of bodily injury liability (including death), $ 1,000,000 per person and $1,000,000 per occurrence and (ii) in the case of property damage liability $1,000,000 per occurrence and in a form satisfactory to **Creditor Name**. The Certificate of insurance and policy shall provide that **Creditor Name** shall receive not less than (30) days notice prior to any cancelation of the insurance required hereunder.  **21. ENTIRE AGREEMENT/ONLY AGREEMENT.** This written Rental Agreement together with **Creditor Name**’s Credit Application, which Customer has provided to Baker, represents the entire agreement between the Customer and **Creditor Name**. In the event of any conflict in terms, this Rental Agreement shall control. There are no oral or other representations or agreements not included herein. None of **Creditor Name**’s rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both **Creditor Name** and Customer. The use of Customer’s purchase order number on this Rental Agreement is for Customer’s convenience only. This Rental Agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this Rental Agreement.  **22. NO ASSIGNMENT, LENDING OR SUBLETTING. Cu**stomer shall not sublease, sub rent, assign or loan the Equipment, and any such action by Customer shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the front page of this form unless **Creditor Name** approves otherwise in writing. Written notice from **Creditor Name** is not required for temporary changes in the usual course of the Customer’s business.  **23. OTHER PROVISIONS.**  Any failure of **Creditor Name** to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of **Creditor Name**’s right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provisions hereof against **Creditor Name** as the draftsperson of this Rental Agreement.  Customer agrees to pay all reasonable costs of collection, court, attorney’s fees and other expenses incurred by **Creditor Name** in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms or otherwise in connection with this agreement or the Equipment whether or not litigation is commenced. Customer shall pay the rental charge without any offsets, deductions or claims.  Customer agrees that the Courts of **Creditor’s County, State**, shall, in **Creditor Name**’s discretion, have exclusive Jurisdiction, and shall be considered the proper venue, for any litigation relating to this agreement or Equipment related hereto, and that the laws **Creditor’s State** shall be applicable thereto. Trial by Jury is waived. Service of process may be affected by certified mail. **Creditor Name** shall be entitled to decrease of specific performance (without posting band or voiding warranty) in addition to such other remedies as may be available. |