



APPLICATION FOR CREDIT

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Upon completion please return by email or fax to: creditapps@texasfirstrentals.com Fax/phone (210) 960-4368

The following information is submitted as a basis for extension of credit by Texas First Rentals, LLC. The applicant attests that all information below is accurate.

NAME OF FIRM ADDRESS - PROVIDE BOTH BUSINESS AND PO BOX ADDRESS BUSINESS ADDRESS: CITY COUNTY STATE ZIP PHONE FAX NUMBER DIVISION OF MONTHLY STATEMENT? TYPE OF BUSINESS HOW LONG IN BUSINESS ARE YOU LISTED IN D&B? A/P CONTACT EMAIL ADDRESS DO YOU USE ANY OTHER TRADE NAME? DO YOU REQUIRE A PURCHASE ORDER? TAX EXEMPT: FEDERAL TAX NO. DO YOU HAVE PHYSICAL DAMAGE COVERAGE FOR THE RENTAL EQUIPMENT? DO YOU HAVE LIABILITY INSURANCE COVERAGE?

OWNERSHIP

OWNER OR PRESIDENT SOCIAL SECURITY NO. HOME ADDRESS CITY STATE ZIP HOME PHONE PARTNERSHIP OR V/P SOCIAL SECURITY NO. HOME ADDRESS CITY STATE ZIP HOME PHONE

TRADE REFERENCES

Table with 4 columns: COMPANY, COMPLETE ADDRESS, TELEPHONE, CONTACT. Contains 3 rows of reference information.

BANK REFERENCES

Table with 4 columns: BANK and BRANCH, ACCOUNT NUMBER and TYPE, TELEPHONE, CONTACT. Contains 2 rows of reference information.

### ACCOUNT AGREEMENT TERMS AND CONDITIONS

The company submitting this application the undersigned ("Customer") acknowledges and agrees to the following:

1. The Customer in consideration of Texas First Rentals, LLC extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by the Customer from Texas First Rentals, LLC ("TFR") are subject to the Terms and Conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of TFR's Rental Contract; and (c) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement shall be void and of no effect ( any use or reference to Customer's purchase order or purchase order number in any rental contract is for Customer's convenience only).
2. This Account Agreement Terms and Conditions ("Agreement") supersedes, with respect to rentals made subsequent to the acceptance of this application by Texas First Rentals, LLC ("TFR"), any prior Account Agreement Terms and Conditions governing the extension of credit by TFR to the Customer. Rentals by TFR to the Customer made subsequent to the acceptance of this application by TFR shall be governed by the Rental Contract pertaining to such rental and by this Agreement. In the event that any provisions of the Rental Contract shall conflict with any provision of this Agreement, the Rental Contract shall control.
3. The receipt of an application shall not create any obligation on the part of TFR to rent equipment to the Customer or to extend credit to the Customer in connection with any such rental.
4. The Customer warrants and represents that any credit which may be extended upon the acceptance of this application shall only be used in connection with the rental of equipment for a business purpose and not in connection with the rental of equipment for any personal or household use.
5. It is understood and agreed that the Customer specifically consents to TFR investigating the Customer's credit history and the information provided on this application, for the purpose of extending credit.
  - (a) If credit is extended, the Customer acknowledges that TFR's credit terms are payment in full net ten (10) days from the date of invoice.
  - (b) All sums are due and payable at the following address, P.O. Box 650869, Dallas, Texas, 75265-0869 or that shall be specified on the invoice.
  - (c) In the event the Customer fails to timely pay any invoice, TFR shall charge its standard late payment charge of 1.5% per month or the maximum rate allowed by the laws of the jurisdiction whichever is the lesser. The Customer shall without notice or demand, reimburse TFR for all expenses incurred by TFR in connection with any indebtedness of the Customer's Account.
6. The Customer agrees fully that any and all obligations arising under this Account Agreement and/or Rental Contract shall be construed according to the laws of the State of Texas. To the extent any rights or obligations hereunder are not addressed by the Rental Contract or this Agreement they shall be governed by the laws of the State of Texas. If any provision or any part of this Agreement conflicts with any applicable law then that provision will be deemed to be modified to be consistent with such law, or to be deleted if modification is impossible, and will not affect the remainder of this Agreement, which will continue to be in full force and effect.
7. THE CUSTOMER HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE AFTER ACCEPTANCE OF THIS APPLICATION AND HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF BEXAR COUNTY TEXAS IN CONNECTION WITH THIS AGREEMENT OR ANY RENTAL CONTRACT BETWEEN THE UNDERSIGNED AND TFR.
8. The terms of this Agreement may be revised or supplemented from time to time by TFR sending the Customer notice of such changes. It will be presumed that the Undersigned has received any such notice mailed to the Customer at the address shown on its Application or otherwise provided to TFR.
9. The Customer agrees to promptly notify TFR in writing of any change in the Customer's business ownership/form or structure. If the Customer fails to promptly notify TFR of such change, then the Customer expressly assumes full responsibility for all charges and/or credit extensions made on this account subsequent to such change.

NAME (PLEASE PRINT)	TITLE	SIGNATURE
		DATE

The undersigned individual who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizes 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 TFR, from time to time as may be needed, in the credit evaluation process.

NAME (PLEASE PRINT)	TITLE	SIGNATURE
		DATE

### AUTHORIZATION TO CONTACT REFERENCES

FOR THE PURPOSE OF ESTABLISHING AN ACCOUNT WITH FIRST TEXAS RENTALS, LLC, I HERBY AUTHORIZE THE ATTACHED BANK AND TRADE REFERENCES TO RELEASE THE REQUESTED CREDIT INFORMATION. THE UNDERSIGNED ACKNOWLEDGES TEXAS FIRST RENTALS, LLC PAYMENT TERMS OF NET 10 DAYS FROM THE DATE OF INVOICE. IN THE EVENT IT BECOMES NECESSARY TO PLACE THE ACCOUNT WITH AN ATTORNEY OR COLLECTION, WE AGREE TO PAY ALL COST OF COLLECTION, INCLUDING ATTORNEYS FEES AND HEREBY WAIVE THE RIGHT OF TRIAL BY JURY AND WAIVE THE PRIVILEGE OF BEING SUED IN THE COUNTY OF OUR RESIDENCE AND AGREE THAT SUIT MAY BE BROUGHT IN THE RESPECTIVE FIRST TEXAS RENTAL LOCATION WHERE THE EQUIPMENT WAS RENTED. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT PAST DUE ACCOUNTS (60 DAYS AND OVER) ARE SUBJECT TO SERVICE CHARGES OF 1.5% PER MONTH (18% PER ANNUM). A FAXED COPY OF THIS APPLICATION WILL BE TREATED AS AN ORIGINAL.

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

### PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of Texas First Rentals, LLC (TFR) extending credit and continuing to extend credit if approval is obtained at my/our request to the Customer named in this Application for credit, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations of Customer to TFR whether now existing or hereinafter made. This is an absolute, continuing and unconditional guaranty of payment and not collection, and guarantor(s) obligations hereunder are irrevocable. This Guaranty shall remain in full force and effect and shall not be extinguished in whole or in part by a full or partial payment towards the guaranteed indebtedness. Liability of guarantor shall continue until written notice of termination sent by certified mail is actually received by TFR, and such notice shall be effective only as to the undersigned guarantor, and only if the Customer's obligations are paid in full. Such termination notice shall not be effective for obligations arising prior to the actual receipt of notice by TFR. Further as guarantor I/we agree to bind myself/ourselves to pay on demand any sum which is due by Customer to TFR whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable. I/We expressly waive presentment, demand, protest, intent to accelerate, acceleration, dishonor, diligence, enforcing any rights against any collateral securing indebtedness if any, maturity, default or nonpayment, acceptance of this guaranty, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any manner of judicial proceeding, I/We agree that TFR reserves the right to bring legal action in the venue that TFR finds most appropriate, whose laws shall govern this Agreement. I/We agree to pay all costs and expenses of collection, including attorney's fees, plus all other reasonable expenses incurred by TFR in exercising any of TFR's rights and remedies in law or equity. The undersigned represent that the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and that a photocopy or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of the Agreement shall not be affected thereby. **The undersigned waives the right to a jury trial of any and all claims or disputes which arise from this Agreement.** TFR shall not be required to exhaust all remedies against Customer prior to exercising its rights against guarantor(s). **This written Agreement represents the final Agreement between guarantor(s) and TFR, and may not be contradicted by evidence or prior contemporaneous or subsequent oral agreements between the guarantor(s), TFR, or the Customer.** I/We authorize Texas First Rentals, LLC to make whatever inquiries it may deem necessary in connection with this Agreement. Bank and trade references can accept this authorization to disclose to TFR and/or their respective designees, Guarantor(s) information normally released to a prospective creditor including: time of active account status, average balances, handling of the account or other lending details

GUARANTOR NAME (PLEASE PRINT)	SIGNATURE	DATE
WITNESS NAME (PLEASE PRINT)	SIGNATURE	DATE

### FOR TEXAS FIRST RENTALS, LLC COMPANY USE ONLY

REVIEWED, ACCEPTED AND APPROVED BY:	NAME	TITLE	DATE