



APPLICATION FOR CREDIT

TFR Use Only	Acct ID _____	Acct # _____
	Opp ID _____	Rep # _____
	Lead ID _____	

Please return the completed application by e-mail to creditapps@texasfirstrentals.com or by fax to (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.

Applicant Information

Applicant Legal Name _____		Trade Name/DBA (if applicable) _____		Federal Tax ID # _____	
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Sole Proprietorship					
Physical Address _____		City _____		State _____ Zip Code _____	
Billing Address (if different from above) _____		City _____		State _____ Zip Code _____	
Business Phone _____		Primary Contact _____		Accounts Payable Contact _____	
DUNS Number _____		Length of Time in Business _____		Accounts Payable Email Address _____	
Estimated Monthly Rental Amt _____		Type of Industry (Products/Services Sold) _____			
Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>*If tax exempt, please attach tax exempt certificate for review</small>		Certificate of Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>*Please attach certificate of insurance for review of sufficient coverage.</small>	

Ownership/Signatory Information

Owner/Signatory Name _____		Title/Relationship to Applicant _____		Social Security Number _____	
Home Address _____		City _____		State _____ Zip Code _____	
Phone Number _____		Email Address _____			

Banking Information

Bank Name/Branch _____		Account Number _____		Bank Contact Name _____		Bank Contact Phone # _____	
Bank Contact Email Address _____							

Trade References

For the purpose of establishing an account with Texas First Rentals, LLC, I hereby authorize the attached bank and trade references to release the requested credit information:

Company _____	City, State _____	Contact Name _____	Contact Phone Number _____
Company _____	City, State _____	Contact Name _____	Contact Phone Number _____
Company _____	City, State _____	Contact Name _____	Contact Phone Number _____

Credit 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 (including any terms and conditions contained in the Customer's purchase order) 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, 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 of payment are: Due Upon Receipt 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 may 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.
 - (d) In the event it becomes necessary to place the account with an attorney or collection, Customer agrees to pay all cost of collection, including attorneys fees.
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 waives the right to a jury trial of any and all claims or disputes which arise after acceptance of this Agreement and expressly consents to binding Arbitration in Bexar County, Texas. The Customer agrees that it shall not be a breach of this agreement if either party files suit in Bexar County District Courts, as the obligation to arbitrate is not triggered until either party explicitly requests arbitration.
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.
10. Where permitted by law, TFR may impose a surcharge of 2.0% for credit card payments made on credit accounts. The surcharge imposed by TFR is not greater than our cost of acceptance.
11. Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively, "Caterpillar") and TFR each collect, use, retain, disclose, and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or Dealer products or services. Caterpillar's Global Data Privacy Statement (GDPS) is available at <https://www.caterpillar.com/dataprivacy>. TFR's privacy statement is available at: <https://www.holtcat.com/privacy>. TFR and Caterpillar may share or disclose said personal information with the other. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or TFR.

The undersigned individual recognizes that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant and 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.

Signature	Print Name	Title	Date
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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 through the proper agent: TFR Financial Services Department, 5665 Southeast Loop 410 San Antonio, Texas 78222, 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. 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 Bexar County, Texas. 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 after acceptance of this Agreement and expressly consents to binding Arbitration in Bexar County, Texas, to the extent that either party elects arbitration in lieu of litigation. The undersigned agrees that it shall not be a breach of this agreement if either party files suit in Bexar County District Courts, as the obligation to arbitrate is not triggered until either party explicitly requests arbitration. 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's Signature	Print Guarantor's Name	Date
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