



Corporation
Individual
Partnership
Sole Proprietorship

APPLICATION FOR CREDIT

NAME OF BUSINESS OR INDIVIDUAL: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

SHIPPING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

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

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

INDUSTRY (check one only):

Commercial Construction	Food & Beverage	Medical	Oilfield	Utilities
Commercial Non-Construction	Industrial Contractors	Mining	Petrochemical	Other
Environmental	Manufacturing	Municipal	Pulp & Paper	

PRINCIPALS OF COMPANY

NAME _____ TITLE _____

NAME _____ TITLE _____

CREDIT REFERENCES

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: Mail Email TO: _____

CERTIFICATE OF INSURANCE

The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility. I/We authorize our creditors and financial institution to release said credit information. I/We acknowledge the receipt of the accompanying terms and conditions of sale. I/We have the ability and agree to pay our invoices in accordance with these terms and conditions and also guaranty such payment by our signature below. If any payment is not tendered when due, customer agrees to pay a late charge from the date such payment becomes due of one and one half percent (1.5%) per month or the highest legally permitted rate, whichever is less, on any balance past due, together with all cost (including, but not limited to attorney's fee) incurred by 4-Horn Industrial, LLC to collect overdue amounts. Payment terms – net 30 days.

DATE _____

OFFICERS SIGNATURE & TITLE _____

Please submit credit application to our Credit Department: credit@4hornind.com

Account Agreement and Terms

The company submitting this application (the “Undersigned”) acknowledges and agrees to the following:

1. This Account Agreement and Terms (“Agreement”) supersedes, with respect to rentals made subsequent to the acceptance of this application by 4-Horn Industrial, LLC (4HI) any prior Account Agreement and Terms governing the extension of credit by 4HI to the Undersigned, Rentals, Sales or other services by 4HI to the Undersigned make subsequent to the acceptance of this application by 4HI shall be governed by the Rental Contract pertaining to such rental and/or services, 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.
2. The acceptance of this application shall not create any obligation on the part of 4HI to provide any goods or services to Customer.
3. If credit is extended, the undersigned acknowledges that 4HI's credit terms are payment in full net thirty (30) days from the date of invoice. All sums are due and payable Harris County to 8003 Red Bluff Rd. Pasadena, TX 77507 or in such other county and/or at such other mailing address as shall be specified on the invoice. In the event of a lawsuit, venue shall reside in the aforementioned County.
4. In the event the undersigned fails to timely pay any invoice, the undersigned agrees to pay a late fee to 4HI on such delinquent invoice until same is fully paid, at the rate of 1.5% per month or maximum rate allowed by the laws of the jurisdiction where the originating 4HI branch stated on the invoice is located, whichever is less.
5. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse 4HI, for all expenses (including but not limited to counsel fees, collection agency fees, court costs, and repossession expenses) incurred by 4HI in connection with any indebtedness of the applicant or the collection thereof.
6. The undersigned agrees fully and promptly to furnish to 4HI information needed or requested by 4HI for proper completion and service of preliminary notices under the mechanic's lien laws.
7. This agreement shall be governed and construed by the laws of the Texas, with the exception of collection, lien enforcement and bond claims (“Collections”) for which the laws of Texas shall govern. Customer consents to jurisdiction in the State and United States District court, of Texas for resolutions of all Collections. 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.
8. If the equipment rented hereunder is used in the construction of a particular private or public work of improvement, the undersigned agrees that all monies owed to or received by the undersigned in connection with such work or works of improvement shall be held by Undersigned in trust of the benefit of 4HI, shall be segregated from other monies of the undersigned, and shall be used only to pay 4HI, to the extent that such monies are attributable to the equipment rented and/or services provided hereunder until 4HI has been paid in full for such rentals and/or services.
9. The undersigned recognizes that it may from time to time be owed money by 4HI due to contracts or transactions between the undersigned and 4HI, which are separate and distinct for the rentals and/or services contemplated by this Credit Application and Agreement. 4HI shall have the right to withhold from the undersigned any monies owed by 4HI to the undersigned in connection with any such other contracts or transactions and to offset the same against any sums owed by the undersigned to 4HI in such amounts as may be deemed by 4HI to be reasonably necessary to cover such indebtedness of the Undersigned. So long as this right of withhold and offset is carried out in good faith, the undersigned hereby waives any claims against 4HI for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
10. 4HI does not guarantee or promise a particular amount of credit or a duration of time for which credit may be extended to Customer. 4HI may in its sole discretion, upon notice to Customer, extend, reduce or terminate the amount of credit offered to Customer. 4HI further reserves the right to require all sales to be paid in advance or require a deposit in an amount to be determined in 4HI's sole discretion. 4HI may apply deposit against any amounts owed to 4HI by Customer and not timely paid, including the costs to refuel, repair or replace any rental equipment not returned to 4HI in accordance with the rental terms and conditions. If the deposit has not been exhausted after the deposit has been applied, 4HI will refund the deposit balance to Customer.
11. The Undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise after acceptance of this application by 4HI in connection with this agreement or any rental contract between the undersigned and 4HI.
12. The terms of this Agreement may be revised or supplemented from time to time by 4HI sending the Undersigned notice of such changes. It will be presumed that the Undersigned has received any such notice mailed to the Undersigned at the address shown on this Application or otherwise provided to 4HI. The Undersigned's making a rental from 4HI using credit after the effective date of such changes will constitute the Undersigned's acceptance of such changes.
13. The Undersigned agrees to promptly notify 4HI in writing of any change in the undersigned's business ownership/form or structure. If the undersigned fails to promptly notify 4HI of such change, then the Undersigned 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, 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 4HI 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, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the applicant to 4HI. 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. 4HI shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby.

The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by 4HI to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims.

This is a guaranty of payment and not for collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse 4HI, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by 4HI in connection with any indebtedness of the applicant or the collection thereof, and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by 4HI, from time to time as may be needed, in the credit evaluation process.

If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such.

The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise in connection with this guaranty.

The undersigned further acknowledges and represent that any titles written near their signatures below is/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 guarantee.

Name (Please print)

Social Security No.

Name (Please print)

Social Security No.

Signature

Date

Signature

Date

Witness

Date

Witness

Date