

CREDIT APPLICATION

1212 N. 23rd St.
 McAllen, TX 78501
 Phone: 956-682-1312 Fax: 956-686-8579
 E-mail: ar@tejasequipment.com
 Website: www.tejasequipment.com



- New Applicant Account
- Credit Update
- Additional Account (existing Acct. #) _____

Date _____

TO ENSURE PROMPT PROCESSING OF APPLICATION, PLEASE PRINT LEGIBLY OR TYPE.

I. Application Information—Full Legal Name and Address of Business:

Business Name	DBA if Applicable	Federal Tax ID #
Physical Address	City	State and Zip
Billing Address (If Different Than Above)	City	State and Zip
Business Phone #	Business Fax #	Cell Phone #
Date Business Started: _____	State Where Registered or Incorporated: _____	Accts Payable Contact Person: _____
E-Mail Address: _____		Company Website: _____

II. Type of Business: (Please Check One)

- Corporation
- Partnership
- Government
- Sole Proprietor
- Other
- LLC

III. Billing Information Preferred:

- Job Name and/or Number _____
 - Purchase Order
- Example of PC# and/or Job Number _____

IV. Application Information—Personal, Officer, Partner, Member of Municipal Contact Information:

Name	Title	SSN	Name	Title	SSN
Physical Address	Phone #		Physical Address	Phone #	
City	State	Zip	City	State	Zip

V. Commercial Banking Information:

Bank _____ City _____ State _____ Phone # _____ Fax # _____

Bank Officer: _____ Account #: _____

VI. Commercial Trade References:

Acct #	Vendor/Supplier	City	State	Phone #	Fax #
Acct #	Vendor/Supplier	City	State	Phone #	Fax #
Acct #	Vendor/Supplier	City	State	Phone #	Fax #

VII. Contract Terms & Conditions:

Applicant hereby applies to Tejas Equipment Rental for credit and specifically consents to investigating Applicant's credit history and authorizes the release of its bank account information. If credit is extended, Applicant acknowledges that Tejas Equipment Rental requires payment upon receipt of invoice. In the event of failure to timely pay any invoice, Applicant agrees to pay a service charge to Tejas Equipment Rental on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and all reasonable collection costs, including but not limited to attorney's fees. Applicant agrees to be bound by the terms and conditions as set forth in Tejas Equipment Rental's standard form of Rental and Sales Agreement, or similar document, in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement, regardless of whether or not the agreement is executed by an authorized representative of Applicant. Tejas Equipment Rental reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights. **All rental & sales invoices are due upon receipt.**

VIII. Applicant Signature:

X _____

Signature of Applicant _____ Date Signed _____ Printed Name of Applicant _____ Title of Applicant if a Corp. or Other Legal Entity _____

IX. Tejas Internal Use:

Location: Sales Rep:

X. Personal Guaranty:

In consideration of the extension of credit to _____ ("Business Name"), the undersigned, jointly, severally and unconditionally guarantees and promises to pay all amounts now owing or which may hereinafter become owing by the company to Tejas Equipment Rental. It is understood and agreed that this is a continuing guaranty and Tejas Equipment Rental shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waives demand and notice of default and agrees that any extension of time or other forbearance, which may be granted by Tejas Equipment Rental shall not affect or alter Tejas Equipment Rental's rights under this guaranty. The undersigned further waives (a) notice of acceptance of this guaranty; (b) any demand for paying under this guaranty; (c) benefit of all exemptions and homestead laws; (d) all set-offs and counterclaims; (e) all other notices to which the undersigned might otherwise be entitled. The undersigned for themselves and the company further agrees to pay a service charge to Tejas Equipment Rental at the maximum rate allowed by the laws of the jurisdiction where the originating Tejas Equipment Rental location(s) stated on the invoice(s) is located on all delinquent balances as well as all costs and expenses Tejas Equipment Rental incurs in connection with the collection of any delinquent balance or any other default by the company on any agreement or transaction the company may enter into with Tejas Equipment Rental, including without limitation reasonable attorney's fees and all other fees arising from placement of collection. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the company or other person or to require that resort be had to any security. The undersigned's obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger or consolidation transfer or sale of the company or any other change in the composition, nature, personnel, or location of the company. This guaranty shall ensure to the benefit of Tejas Equipment Rental, its successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers, and other successors of the undersigned. If any provision or part of this guaranty is in conflict with any applicable statute or rule of law, the 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 consent(s) to Tejas Equipment Rental's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or grantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Tejas Equipment Rental to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as (an) individual(s) hereby consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq. The undersigned's obligations hereunder may be canceled only by written notice delivered to Tejas Equipment Rental by certified mail, with proof of delivery. Upon receipt by Tejas Equipment Rental of such cancellation notice, the undersigned shall not be liable for any further extensions of credit to the company; however, the undersigned shall continue to be liable for all indebtedness of Applicant incurred prior to the date of Tejas Equipment Rental's receipt of the cancellation notice, together with all pre- and post- cancellation service charges, reasonable costs of collection, including attorney's fees, incurred in Tejas Equipment Rental's efforts to collect any indebtedness incurred prior to the date of receipt of the cancellation notice. The undersigned agrees that any and all claims of the undersigned against the Applicant shall be subordinate and subject in right of payment to the prior payment in full of all indebtedness to Tejas Equipment Rental by Applicant. In consideration of Tejas Equipment Rental's extension of credit to Applicant, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this guaranty, to the extent allowed by the laws of the relevant jurisdiction. The undersigned further consents to venue for any such action in any jurisdiction where venue is proper as to the Applicant. The undersigned recognizes the obligation both of the Applicant and the undersigned to cause that portion of all payments received by Applicant which include payment to Applicant for the equipment and supplies furnished by Tejas Equipment Rental pursuant to this agreement to be held in a separate account in trust for payment to Tejas Equipment Rental. The undersigned agrees that the Applicant shall not use said payments for any other purpose until payment in full has been made to Tejas Equipment Rental. The undersigned agrees to act as a fiduciary for payment to Tejas Equipment Rental in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on credit. The undersigned agrees that any failure to hold payments in trust for Tejas Equipment Rental shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 U.S.C. §523(a)(4) and (6). The undersigned agrees to be bound, to the same extent as Applicant, by the terms and conditions as set forth in Tejas Equipment Rental's standard form of Rental and Sales Agreement in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement and guaranty, regardless of whether or not the agreement is executed by an authorized representative of Applicant.

 X _____
Individual Signature **Date** **Print Name of Individual**

Social Security Number **Home Address** **City** **State** **Zip**

 X _____
Witness Signature **Date** **Print Name of Witness**

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any personal guarantor, ever been a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? YES NO

Has any of Applicant's owners, partners, officers, directors, or managing members ever been an owner, partner, officer, director, or managing member of any business enterprise which was a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? YES NO

XI. Tax & Insurance Requirements:

(Tax & LDW Fees Will Be Charged If You Fail To Provide A Valid Certificate)

All purchases are "TAXABLE" All purchases will be for resale. A Resale Certificate, Exemption Certificate or Direct Pay Permit must be provided by the applicant. You may obtain tax forms at <http://www.taxadmin.org/fta/link/forms.html>. See comments regarding rental of construction equipment.

Rental of construction equipment is synonymous with the sale of personal property. The total amount of the rental charge is subject to sales or use tax in the same way that the sale of the same item is taxable. Please consult your tax accountant for your particular situations.

YES NO Do you have General Liability Insurance? YES NO Do you have Physical Damage or Equipment Floater Insurance?

Equipment Floater must show proof of coverage for rented or leased equipment with a limit high enough to cover all equipment rented from Tejas Equipment Rental at any point in time. Auto (water trucks, etc.) requires proof of a valid driver's license and Business Auto Liability Insurance to include i.e. owned, leased, hired or borrowed language. Provide a certificate of insurance with Automobile coverage limits of \$1,000,000 combined single limit and General Liability coverage with a minimum limit of \$1,000,000. Contact Tejas Equipment Rental regarding other insurance requirements at: **(956) 682-1312. Tejas Equipment Rental must be listed as the "Loss Payee and Additional Insured".**

XII. Bonding Company (Attach Copy of Payment Bond):

Name **Address** **City** **State** **Zip** **Phone #**

XIII. Initial Job Site Information:

Job Name **Job Address** **Job City** **State** **Zip** **Phone #**

General Contractor **Estimated Dollar Value for Rentals** **Equipment Needs**

Purchasing/Equipment Rental Contact Person **Phone #** **Purchasing/Equipment Rental Contact Alternate** **Phone #**

E-mail Address: _____ **E-mail Address:** _____

XIV. Damage Waiver Certificate of Insurance Requirements:

Please forward a current Insurance Certificate with the following documentation clearly stated:

TYPE OF INSURANCE - "Equipment Floater or Construction Equipment" is preferred.

POLICY EXPIRATION DATE - Usually on an annual basis.

LIMITS OF LIABILITY - We require a minimum of \$ 100,000 "per item

RENTAL EQUIPMENT - Certificate must make specific reference to Rented or Leased Equipment

LOSS PAYEE - Should always be Tejas Equipment Rentals, with our address.

DEDUCTIBLE - State the amount of deductible for each occurrence.

If no insurance coverage is forwarded a 14% Damage Waiver will be charged to all rentals. If insurance is sent, Damage Waiver will be removed from that date forward. Damage Waiver will not be credited to invoices in arrears.

We encourage you to get your own coverage, either with your existing insurance carrier or compare pricing with various carriers that will best accommodate your needs.

If there should be any problems with the issuance of your certificate, please contact me at (956) 682-1312.

Signature

XV. Taxes on Equipment Used by Contractors

Under the law, persons selling or leasing construction equipment may not accept resale or exemption certificates from contractors claiming tax exemptions on construction equipment. The sales tax law requires contractors to pay tax on their equipment regardless of whether it is purchased or rented.

A contractor is the consumer of all equipment used in performing contracts to improve real property. Even a contractor performing the taxable service of repairing, restoring, or remodeling nonresidential real property is required to pay tax when purchasing or renting any equipment used to perform the service. A contractor may not claim a resale exemption on this equipment.

Additionally, there is no exemption in the sales tax law for equipment used by a contractor who is performing contracts to improve real property for exempt entities. This is true regardless of the type of exempt entity (e.g., federal government, state or local government, school districts, charitable hospital, or church.) A contractor performing a contract for a direct payment permit holder may not claim an exemption for equipment used in performing the contract. The contractor should pay tax on the purchase or rental of the equipment and not give the equipment company an exemption certificate, unless the contractor has a Texas direct payment permit.

Signature

XVI. Online Account Statement

To view your account online please provide us with the name and email address of the person to whom you would like to give access.

Name

Email Address

Phone #