

Print, Fill out, and Send it back to us at banders@stallioneq.com or drop it off at our location.



CONFIDENTIAL CREDIT APPLICATION

DATE: _____

BACKGROUND INFORMATION

Legal Business Name _____

Trade Name (s) _____

Physical Location _____

Mailing Address _____

City/State/Zip (include COUNTRY) _____

City/State/Zip _____

Legal Status: Corporation ___ Partnership ___ Sole Proprietor ___ Other ___

Phone Number _____ Fax Number _____

Contact person _____

Date Business Began _____ Date of Incorporation _____

State of Incorporation _____

Purchasing Contact _____ Direct Phone _____

Email _____

Accounts Payable Contact _____ Direct Phone _____

Email _____

Type of

Business _____

Federal Tax I.D.# _____ Sales Tax

Resale _____ D & B # _____

Purchase Order Required ___ No ___ Yes

Other Locations: Please attach listing

Has the company or any principals ever been involved in:

1. Bankruptcy ___ No ___ Yes If is yes, please give details _____

2. Current Litigation ___ No ___ Yes If is yes, please give details _____

3. Outstanding Liens or Judgments ___ No ___ Yes If is yes, please give details _____

Insurance Agent & Company _____ Ph

_____ Fax # _____

Bonding Agent & Company _____ Ph

_____ Fax # _____

CREDIT INFORMATION

PRINCIPALS:

Name _____ Title _____

Social Security # _____

Home Address _____

Cell Phone # _____

Email _____

Date of Birth _____ US Citizen? _____

Name _____ Title _____

Social Security # _____

Home Address _____

Cell Phone # _____

Email _____

Date of Birth _____ US Citizen? _____

TRACE REFERENCES:

Name _____

Phone # _____ Fax # _____

Mailing Address _____

Acct # _____

Accounts Receivable

Email _____

Name _____

Phone # _____ Fax # _____

Mailing Address _____

Acct # _____

Accounts Receivable

Email _____

Name _____

Phone # _____ Fax # _____

Mailing Address _____

Acct # _____

Accounts Receivable

Email _____

BANK REFERENCES:

Name of Bank _____

Loan Officer _____

Mailing Address _____

Phone # _____ Fax # _____

ACCT # _____

Name of Bank _____

Loan Officer _____

Mailing Address _____

Phone # _____ Fax # _____

Acct # (s) _____

Name(s) of individuals authorized to purchase on your account _____

TERMS & CONDITIONS

PARTS & SERVICE INVOICE ARE PAYABLE AT HOUSTON, HARRIS COUNTY, TEXAS - NET 30 DAYS. EQUIPMENT & RENTAL INVOICES DUE AND PAYABLE AT HOUSTON, HARRIS COUNTY, TEXAS UPON RECEIPT OF INVOICE. ALL PAST DUE ACCOUNTS WILL BE CHARGED INTEREST AT THE MAXIMUM RATE ALLOWED BY STATE LAW. RETURNED MERCHANDISE MAY BE SUBJECT TO 15% RESTOCKING CHARGE

ANY TERMS OF CONDITIONS IN THE CUSTOMER'S PURCHASE ORDER, IF DIFFERENT FROM STALLION'S TERMS, ARE NOT APPLICABLE UNLESS CUSTOMER AND SUPPLIER AGREE IN WRITING.

I/WE CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I/WE HEREBY AUTHORIZE STALLION EQUIPMENT LLC. AND/OR THEIR DESIGNED REPRESENTATIVE TO VERIFY BUSINESS AND/OR CONSUMER CREDIT REFERENCES AND TO PULL CREDIT REPORT WHEN NECESSARY. I/WE AGREE TO THE ABOVE STATED TERMS. ALL PARTIES AGREE THAT IN THE EVENT LEGAL ACTION BECOMES NECESSARY THE SAME WILL BE FILED AND TRIED IN HARRIS COUNTY, TEXAS OR IN ANY OTHER COUNTRY AT SELLER'S DISCRETION. IN THE EVENT OF A DEFAULT, I/WE AGREE TO BE RESPONSIBLE FOR ALL COLLECTION AGENCY FEES AND ATTORNEY COSTS.

SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF APPLICANT. THE MAXIMUM LIABILITY IN DAMAGES RECOVERABLE AGAINST SELLER SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY SELLER FOR THE TRANSACTION THAT FORMS THE BASIS OF APPLICANTS COMPLAINT. I/WE AGREE TO NOTIFY STALLION EQUIPMENT LLC. BY CERTIFIED MAIL OF ANY CHANGES IN OWNERSHIP OR FORM OF BUSINESS ENTITY.

THE UNDERSIGNED AUTHORIZES STALLION EQUIPMENT LLC. TO FILE UCC-1'S (FINANCING STATEMENTS) AND UCC-3'S (CONTINUATION STATEMENTS) WITHOUT HIS/HER SIGNATURE THE UNDERSIGNED DECLARES TO STALLION EQUIPMENT LLC. THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS CREDIT APPLICATION FORM BEHALF OF THE PERSON AND/OR COMPANY REPRESENTED.

Legal Business Name _____

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

SIGNATURE BY OWNERS/OFFICERS ONLY

PRIOR JOB REFERENCES: (General Contractors/Owners)

Name _____

Contact Person _____

Mailing Address _____

phone # _____

Job #/Description _____

Contract Amount _____

INSURANCE REQUIREMENTS FOR RENTALS:

General Liability: \$1,000,000.00 min

Certificate of Insurance must name STALLION EQUIPMENT LLC. as Certificate Holder and Stallion EQUIPMENT LLC. as the additional insured.

PHYSICAL PROPERTY INSURANCE: Must cover insurance value of equipment on rent. The insurance value will be listed on each Rental Agreement and RPO Agreement.

Certificate of Insurance must name STALLION EQUIPMENT LLC. as Loss Payee.

In the event Insurance Certificate does not show coverage for property insurance that would cover the cost of the equipment on rent, STALLION EQUIPMENT LLC. will provide the customer with Loss Damage Waiver insurance through EPG Insurance Company. EPG will provide up to \$325,000.00 insurance coverage and anything over that amount requires a quote from EPG. Standard Loss Damage Waiver is 18% of rental rate unless STALLION EQUIPMENT LLC. receives a quote from EPG stating actual percentage. In that case, the stated percentage is used in lieu of the 18%

PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of Stallion Equipment, LLC ("Stallion") 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 Stallion 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. Further, as guarantor I/we agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Stallion 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 Stallion reserves the right to bring legal action in the venue that Stallion 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 Stallion in exercising any of Stallion'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 AND EXPRESSLY CONSENTS TO BINDING ARBITRATION IN HARRIS COUNTY, TEXAS.** Stallion 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 Stallion, and may not be contradicted by evidence or prior contemporaneous or subsequent oral agreements between the guarantor(s), Stallion, or the Customer. I/We authorize Stallion Equipment, LLC to make whatever inquires it may deem necessary in connection with this Agreement. Bank and trade references can accept this authorization to disclose to Stallion 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):

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____