



CREDIT APPLICATION AND AGREEMENT

BY SIGNING THIS AGREEMENT, YOU REPRESENT, WARRANT AND AGREE THAT YOU ARE EITHER (1) A SOLE PROPRIETOR, OR (2) AUTHORIZED BY THE BUSINESS TO ENTER INTO AND SIGN THIS AGREEMENT ON BEHALF OF THE BUSINESS.

Legal Name of Business (the "Applicant" or the "Business"): _____

Assumed Name/DBA: _____

Business Entity: (Check appropriate box):

☐ Sole Proprietorship ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Company ☐ Corporation
☐ Other: _____

Federal Tax Identification Number (Social Security Number for Sole Proprietor): _____

Billing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Business Phone: _____ **Accounting Phone:** _____ **Email:** _____

Nature of Business: _____

Ownership Information:

1. Name of Owner, Partner, or Officer: _____ **Title or Position:** _____

Driver's License No./ST: _____ **Date of Birth:** _____ **Cell Phone No.:** _____

Email: _____ **Address:** _____

2. Name of Owner, Partner, or Officer: _____ **Title or Position:** _____

Driver's License No./ST: _____ **Date of Birth:** _____ **Cell Phone No.:** _____

Email: _____ **Address:** _____

3. Name of Owner, Partner, or Officer: _____ **Title or Position:** _____

Driver's License No./ST: _____ **Date of Birth:** _____ **Cell Phone No.:** _____

Email: _____ **Address:** _____

Accounts Payable Information:

Name of AP Contact: _____ **Phone No.:** _____ **Email:** _____

Bank Reference:

Name of Bank: _____ **Contact:** _____ **Phone:** _____

Account Number: _____ **Address:** _____

Commercial References:

1. Company Name: _____ **Phone No.:** _____ **Contact Name:** _____

Account No.: _____ **Email:** _____ **Address:** _____

2. Company Name: _____ **Phone No.:** _____ **Contact Name:** _____

Account No.: _____ **Email:** _____ **Address:** _____

3. Company Name: _____ **Phone No.:** _____ **Contact Name:** _____

Account No.: _____ **Email:** _____ **Address:** _____

The undersigned acknowledges that the information on this credit application is true and complete to establish a line of credit with Bison Equipment Rental, LLC. The undersigned hereby authorize Bison Equipment Rental, LLC to communicate with any or all credit references listed above, as well as any other credit sources.

Owner, Partner or Officer

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

TERMS AND CONDITIONS

THIS APPLICATION COVERS ALL CURRENT AND FUTURE PURCHASES, RENTALS AND SERVICES. BY SIGNING THIS APPLICATION OR ACCEPTING ANY MATERIALS, VEHICLES, SERVICES AND/OR EQUIPMENT, EVEN IF THIS APPLICATION OR CONTRACT IS NOT SIGNED, APPLICANT AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS APPLICATION. RENTAL OUT CONTRACT(S), INVOICES, EQUIPMENT SALE INVOICE(S)/ORDER(S), AND/OR WORK ORDER(S). AS THE SUBJECT MATTER OF THIS APPLICATION IS THE EXTENSION OF CREDIT, WHICH IS OCCURRING FROM THE STATE OF TEXAS, APPLICANT EXPRESSLY AGREES TO PARAGRAPH 15 OF THE FOLLOWING TERMS AND CONDITIONS, WHICH IS A FORUM SELECTION CLAUSE THAT GOVERNS THIS APPLICATION.

1. Applicant desires to purchase or rent equipment or parts (the "Equipment") from Bison Equipment Rental LLC (BER) on an open account basis and desires in consideration of the creation of open account to be bound by the terms and conditions as contained in this Application. Applicant further understands and agrees that Applicant has an on-going affirmative duty to notify BER, in writing, immediately of any material change in applicant's financial status, a change in entity or company structure, and/or of any change in the information provided herein.
2. Applicant agrees to provide BER with current financial statements if requested. Applicant gives its permission to BER to verify and/or supplement the information stated herein and to make inquiry with the credit references listed on this Application. Applicant further authorizes BER to obtain credit and financial information concerning the Applicant at any time before or after credit is extended, from any source, including any financial institution where the Applicant does business and from any credit reporting bureau or agency.
3. By completing this Application, BER is not agreeing to extend credit but is considering whether to allow Applicant to rent, purchase and/or repair Equipment on an open account.
4. Should BER extend credit, then as a material inducement for extending credit, Applicant agrees and warrants that all rentals, purchases and repairs for each Equipment are subject to (i) the terms and conditions contained in this Application; (ii) the terms and conditions of BER's Rental Out Contract(s), which are available upon request, including, but not limited to, the representations, insurance, warranties indemnification, limitation of liability, assumption of risk and Rental Protection Plan provisions (if applicable) contained therein; (iii) the terms and conditions of BER's Equipment Sale invoice(s)/ Work Order(s), which are available upon request; (iv) the terms and conditions of BER's Work Order(s); and (v) any other documentation delivered to Applicant by BER. Applicant agrees and acknowledges that the terms and conditions of BER's Rental Out Contract(s), Equipment Sale Invoice(s)/order(s) and/or Work Order(s) are hereby incorporated into this Application by reference, and are made a part of this Application as if fully set forth herein, irrespective of whether Applicant executes BER's Rental Out Contract(s), Equipment Sale Invoices(s) and/or Work Order(s).
5. Notwithstanding anything to the contrary contained herein, Applicant understands and agrees that BER has no obligation to extend credit to Applicant and the BER, in its sole and absolute discretion, may reduce or terminate the extension of any account accommodations or credit to Applicant at any time without notice for any reason or for no reason whatsoever.
6. If, for any reason, it becomes necessary for BER to repossess the Equipment, Applicant authorizes BER to repossess the Equipment without further notice or legal process and Applicant agrees that BER shall not be liable for any claims for damage, loss and/or trespass arising out of the repossession of the Equipment.
7. If Applicant refuses to pay for repairs/services undertaken by BER on Applicant-owned Equipment after Applicant's authorization, BER is entitled to all legal and equitable remedies available by law, including, without limitation, selling, disposing, and charging storage fees for the repaired/services Equipment, plus all costs, including with limitation, all fees and attorney's costs incurred by BER in enforcing this provision of the Application.
8. At the request of BER, Applicant agrees to promptly provide the following information to BER (i) Complete construction project(s) information whereby Equipment will be utilized (i.e. accurate location/address/legal description of property where project is located; project general contractor name and address; owner name and address of property where project is located; etc); (ii) Surety, performance and payment bond information for project; and (iii) any other pertinent information concerning the Applicant's project(s).
9. Full payment for all charges is due ten (10) days from the date of invoice. All past due accounts are subject to a finance charge calculated by multiplying the amount of the unpaid balance by the rate of one and one-half percent (1.5%), or the highest legal rate permitted by law, whichever is less.
10. If the Applicant disputes the Equipment rental, purchase, materials provided and/or services performed, the charge therefore, and/or validity or correctness of any transactions Applicant has with BER, Applicant must notify BER, in writing, of the dispute, including details thereof, within ten (10) days from the date of invoices(s). If Applicant fails to notify BER of any dispute within the ten (10) day time period, Applicant shall be deemed to have accepted the transaction as satisfactory and voluntarily waives any such claim.
11. "Event of Default" means (a) failure of Applicant to pay any amounts owed to BER when due, whether arising hereunder or otherwise, and whether now existing or hereafter arising, (b) failure of Applicant to otherwise comply with any of the other terms of the Application, Rental Out Contract, Equipment Sale Invoice/Work Order (c) death, bankruptcy, receivership, dissolution, or insolvency of Applicant, or (d) BER determines that the prospect of payment or performance of Applicant's obligations to BER is Impaired, If an Event of Default occurs, BER may (i) decline to extend further credit hereunder (and Applicant agrees not to make any further credit purchases leases or rental(s)), (ii) declare all debts of Applicant to BER arising hereunder of otherwise to be immediately due and payable without notice or demand of any kind, and (iii) exercise any other rights and remedies of BER, whether in law or in equity. Applicant shall be liable for all collection costs actually incurred by BER, including but not limited to, reasonable attorney's fees and costs.
12. Payment must be made to Bison Equipment Rental LLC, 503 Ave, F, Lubbock TX 79401 prior to the last day of the month in which the account becomes due to avoid finance charges.
13. A service charge of up to \$25.00 will be applied to each returned check. Account(s) sixty (60) days past due may be suspended at BER's discretion.
14. Nothing herein shall be construed as an extension or a waiver of any due date of any amounts payable by Applicant, or authorization of payment of charges on an installment basis.
15. This Application and all future contracts shall be construed and enforced in accordance with the laws of Texas. **THE PARTIES AGREE THAT ANY ACTION RELATED TO THIS APPLICATION OR SUBJECT MATTER THEREOF, INCLUDING BUT NOT LIMITED TO APPLICANT'S CREDIT APPLICATION/AGREEMENT, PERSONAL GUARANTOR'S UNCONDITIONAL PERSONAL GUARANTY AGREEMENT, RENTAL OUT CONTRACTS, WORK ORDER(S)/SERVICE ESTIMATE(S), AND/OR INVOICES, SHALL EXCLUSIVELY BE BROUGHT AND MAINTAINED ONLY IN THE STATE AND/OR FEDERAL COURTS LOCATED IN LUBBOCK, TEXAS WITH STRICT EXCEPTION OF MECHANICS LIENS AND FORECLOSURE ACTION(S) OF MECHANICS LIENS, WHICH SHALL BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE WHERE THE EQUIPMENT IS RENTED OR THE PROJECT IS LOCATED, THE PARTES SPECIFICALLY CONSENT TO THE EXCLUSIVE AND PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND IRREVOCABLY WAIVE ANY RIGHT TO OBJECT TO SUCH JURISDICTION AND VENUE. MOREOVER, THE PARTIES EXPRESSLY UNDERSTAND, CONFIRM AND AGREE THAT THIS JURISDICTION AND VENUE CLAUSE IS REASONABLE AND FAIR AND WAS FREELY NEGOTIATED BETWEEN THE PARTIES.**
16. Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by BER under the terms of this Application. If any provision of this Application is held to be illegal, invalid, or unenforceable under any present or future law, such provision will be fully serviceable and this Application shall be construed and enforced as if such provision had never comprised a part of this Application and all provisions will remain in full force and effect. An individual executing this Application on behalf of Applicant represents and warrants that he/she is of legal age and has been vested with authority and power to sign this Application on behalf of the Applicant. With the exception of all representations, warranties promise to guaranty and any other covenants made by Applicant contained in BER's Rental Out Contract, Equipment Sale Invoice/Order, Work Order and Invoices which are hereby incorporated into this Application by this reference, this Application and all documents delivered in connection herewith supersede all prior discussions and agreements and contains the sole and entire agreement among the parties. This Application and its terms and conditions have been reviewed by all parties and each has had an opportunity to negotiate the contents of this Application.

UNCONDITIONAL PERSONAL GUARANTY AGREEMENT (the "Agreement")

For value received and in consideration for BER extending credit to the Applicant, the undersigned guarantor(s) (the "guarantor(s)") hereby individually, personally and unconditionally guarantees to BER and or its successor and assigns, the prompt payment and performance of any and all indebtedness, terms covenants, obligations, and liabilities of Applicant to BER, as described in this Application, Rental Out Contracts(s) Invoices, Equipment Sale Invoice(s)/Work Order(s), and/or Work Order(s)/Service Estimate(s) (irrespective of whether such Rental Out Contract(s), Equipment Sale Invoice(s)/Work Order(s), and/or Work Order(s) have been fully executed between the parties), now existing or hereafter created or arising. Guarantor(s) further agrees to pay on demand any monies due by Applicant to BER whenever Applicant fails or refuses to pay BER. Guarantor(s) hereby waives any notice of non-payment, non-performance or non-observance, or proof of notice or demand, presentment, dishonor, diligence, maturity, acceptance of this guaranty, extension or any guaranteed indebtedness already or hereafter contracted for by Applicant, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed, and all setoffs and counterclaims. Guarantor(s) hereby consents to any agreement or arrangement with Applicant, including without limitation, agreements and arrangements for payment, extension, subordination, composition, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. In the event BER retains or employs attorneys and/or collection agencies to secure payment of any monies due from Applicant and/or Guarantor(s), Guarantor(s) agrees to pay all costs incurred by BER in connection therewith, including, but not limited to, attorney's and/or collection fees, costs, and other related expenses, in addition to all other monies not paid by Applicant. This Guaranty is a continuing obligation of the Guarantor(s) and shall continue to apply to all indebtedness which Applicant may hereafter incur, renew, or extend in whole or in part, with BER all without notice to Guarantor(s). This Guaranty may be revoked for future indebtedness only by notifying BER in writing, via certified or registered mail of the Guarantor(s) revocation. The undersigned guarantor(s) hereby consent(s) to BER use of non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigns as guarantor(s) in connection with the extension of the business credit as contemplated by this Application. The undersigned hereby authorize(s) BER 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 this Application. As the subject matter of this Agreement is also the personal guaranty by Guarantor(s) of Applicant's extension of credit which is occurring in the State of Texas, the Guarantor also expressly agrees to Paragraph 15 of the Terms and Conditions of the Application, which is a forum selection clause that governs the Agreement, as well as all other terms and conditions within this agreement.

Guarantor - Name: _____ Guarantor Signature: _____ Date: _____

Guarantor - Name: _____ Guarantor Signature: _____ Date: _____

_____ Initials _____ Initials