

SUMMIT CREDIT APPLICATION
11339 CUTTEN ROAD
HOUSTON, TEXAS 77066
PHONE: (281) 537-1344
FAX: (281) 537-9615

Date: _____ Fax: _____

Name of Firm: _____ Phone: _____

Mailing Address: _____

Physical Address: _____

Type of Business: _____

Number of Years in Business under this Company name: _____

Corporation: _____ Partnership: _____ Sole Proprietor: _____

Date of Incorporation: _____ State Incorporation: _____

Federal ID # _____

INSURANCE INFORMATION:

Proof of Insurance must be provided for Equipment Rental. In addition to below information requested, a copy of your insurance certificate will be required.

Insurance Company: _____ Agent: _____

Address: _____ Phone: _____

Policy Number: _____ Exp. Date: _____

PRINCIPAL, OWNER and / or PARTNER INFORMATION:

Name: _____ Address: _____

Drivers Lic.# & State _____

Name: _____ Address: _____

Drivers Lic.# & State _____

Name: _____ Address: _____

Drivers Lic.# & State _____

Have any of the Principals, Owners or Partners ever done business under another name or company name. If so, please list company/companies names and addresses. If companies are no longer active or doing business, please explain reason or circumstances. Please attach additional sheet if necessary.

BANKING REFERENCE:

Bank: _____ Officer/Account Manager: _____

Phone #: _____ Account #: _____ Date Opened: _____

TRADE REFERENCES (INCLUDE EQUIPMENT RENTAL COMPANIES)

1. NAME: _____ BUSINESS TYPE: _____

ADDRESS: _____ CONTACT: _____

PHONE: _____

ACCT #: _____ FAX: _____

2. NAME: _____ BUSINESS TYPE: _____

ADDRESS: _____ CONTACT: _____

PHONE: _____

ACCT #: _____ FAX: _____

3. NAME: _____ BUSINESS TYPE: _____

ADDRESS: _____ CONTACT: _____

PHONE: _____

ACCT #: _____ FAX: _____

4. NAME: _____ BUSINESS TYPE: _____

ADDRESS: _____ CONTACT: _____

PHONE: _____

ACCT #: _____ FAX: _____

5. NAME: _____ BUSINESS TYPE: _____

ADDRESS: _____ CONTACT: _____

PHONE: _____

ACCT #: _____ FAX: _____

6. NAME: _____ BUSINESS TYPE: _____

ADDRESS: _____ CONTACT: _____

PHONE: _____

ACCT #: _____ FAX: _____

I authorize you to contact the above references (including our bank) to obtain credit information. I certify that the above information is complete and accurate as of the date of this application.

Principal/Officer Signature: _____

Principal/Officer's Name Printed: _____

Title: _____

FOR VALUE RECEIVED, and in consideration of the credit heretofore and hereafter extended

to _____ ("Debtor"). By SUMMIT EQUIPMENT COMPANY LLC. ("SUMMIT"), the undersigned, whether one or more, jointly, severally, and unconditionally as primary obligors, guarantee the full and punctual payment when due of all indebtedness now owing by Debtor to Summit; and the undersigned further agree that such guarantee is a continuing guarantee of all indebtedness of Debtor to Summit hereafter incurred during the existence hereof, and that it shall be conclusively presumed that all extensions of credit and financial accommodations by Summit to Debtor made concurrently herewith or hereafter were made in reliance upon this Guarantee Agreement.

This guarantee shall continue until such time as the undersigned give written notice of termination by actual delivery thereof to Summit; provided, that such notice shall not be effective as the termination of this guarantee as to any indebtedness then owing to Summit by Debtor, but that this guarantee shall continue as to any such indebtedness until the same is fully paid, discharged, and satisfied.

The Undersigned waive notice of Summit's acceptance hereof, of the accrual, renewal and extension of Debtor's indebtedness, and of Debtor's default and of the accrual of the Undersigned's liability hereunder, as well as grace, notice, presentment for payment and protest as to any of the indebtedness. Undersigned's liability hereunder shall not be impaired, reduced or affected by the taking of any other guarantee or security of the indebtedness, or by the release, surrender, subordination or loss of any such other guarantee or security, or by Summit's failure, refusal or neglect to collect the indebtedness from Debtor, or to enforce or preserve any other security or guarantee or by the release by Summit of any of the Undersigned of the termination hereof by any of them, or by the death, insolvency, bankruptcy, disability, or lack of capacity of Debtor or any of the Undersigned, whether now existing or hereafter occurring.

In the event Summit enforces this Guarantee by suit, or by claim in the probate or bankruptcy courts, Undersigned agree to pay Summit reasonable attorney's fees, as well as all costs incurred by Summit in connection with such enforcement. Undersigned further, in the event of such enforcement by Summit, expressly waive trial of any such action by jury.

As used here "indebtedness" means and includes every claim, demand, right and / or cause of action of every kind or character and all extension and renewals thereof, whether arising by reason of sales of goods, merchandise or services on open account, promissory notes, interests, express or implied contracts, or tort, or any other secondary, liability of Debtor to Summit. "Undersigned", means and includes every person executing this guarantee, his heirs, successors, executors and administrators. "Summit" means and includes Summit Equipment Company LLC., corporate subsidiaries, its corporate successors, and in the event it assign all or any party of Debtor's indebtedness, then so far as the assigned portion thereof, it assigns. All obligations of the undersigned under this guaranty are to be performed at the office(s) of Summit Equipment Co., Inc., in Harris County, Texas.

EXECUTED EFFECTIVE this _____ day of _____ 200()

Guarantor's Signature

Guarantor's Printed Name



EQUIPMENT CO., LLC

Construction Equipment
Sales · Rentals · Service

CONSUMER REPORT REQUEST To NACM of South Texas

I understand that NACM of South Texas, offers reports under strict guidelines of federal Fair Credit Reporting Act (FCRA). I also understand that a consumer reporting agency such as CSC Credit Services, Inc., may furnish a consumer credit report to a company which intends to use the information is furnished, when extending credit, reviewing or collecting an account, or otherwise has legitimate business need in connection with a business transaction involving the consumer.

Answer yes or no to the following questions:

Are you the Principle of a publicly traded company? _____

Are you employed by Summit Equipment Company LLC.? _____

If "yes" are you the employee making the request? _____

Are you a co-worker or family member of Summit Equipment Company LLC.? _____

I UNDERSTAND AND AUTHORIZE _____
TO OBTAIN A CONSUMER REPORT ON ME FROM NACM OF SOUTH TEXAS. I HEREBY
CONFIRM THAT MY APPLICATION PERTAINS TO THE EXTENSION OF BUSINESS
CREDIT.

Please Print Legibly And Clearly In This Section:

Full Name: _____

Residence: _____

City, State, _____

Zip: _____

Social _____

Security #: _____

Signature: _____ Date: _____

GENERAL TERMS & CONDITIONS OF RENTAL

The Lease of the Rental Equipment covered by the foregoing lease agrees:

1. In the event Lessee does not produce an applicable tax exemption certificate, tax shall be added to the rental invoice as required by law.
 2. Rentals of all licensed motor vehicles are required by the Texas State Comptroller to be charged a Motor Vehicle Rental Tax of 10%. There are no exemptions allowed by the State for the Motor Vehicle Rental Tax.
 3. **LOSS DAMAGE WAIVER (LDW)** This is **NOT** Insurance! In the event lessee does **NOT** provide adequate equipment loss protection to the Lessor, a rental sur-charge will be assessed in the amount of **15%** of the **MONTHLY** published rental rate. The customer is responsible for a **\$5,000.00** deductible. The Loss Damage Waiver covers **Theft, Fire and Vandalism ONLY**. Lessee must provide General Liability Insurance. Both parties at start of rental period must agree upon LDW. LDW does **NOT** cover any other damages including Misuse or Abuse; operating equipment in a reckless, negligent or abusive manner; dishonest acts of the Lessee or other to whom the property is entrusted and unauthorized use of equipment
 4. Lessee accepts full responsibility and liability for any and all damage to listed equipment due to improper operation, maintenance and / or lubrication, freezing, fire, theft windstorm, hailstorm, collision, flood, strike, vandalism in addition to damage incurred during transportation of equipment, loading, and for any damage whatsoever other than ordinary wear and tear.
 5. Lessee agrees to use equipment in prudent manner, perform preventative maintenance including any changes of oil, filters and grease, replacement of ground engaging tools/cutting edges/teeth and adjustments on a daily/weekly/monthly basis. Lessee is responsible for all tire damage beyond normal wear and tear.
 6. Lessee agrees to inspect machinery for damages in transit and notify Lessor immediately.
 7. Lessee is to notify Lessor immediately if machinery is experiencing any problems particularly safety related. If a safety or unsafe problem exists Lessee is responsible to shut down machinery immediately and discontinue operation. Upon notification Lessor has the right at its option to either cancel the agreement or repair or replace the machinery. Use of the machinery constitutes a full and complete responsibility by Lessee.
- SPECIAL NOTE REGARDING TOOL and HOLDER WEAR: Rental of Soil Stabilizers/Reclaimers does NOT include excessive tool or holder wear or damage by Lessee. Tool/Holder excessive wear and damages to and/or broken and/or missing tools/holders will be billed at the end of the rental period.**
8. Rental will be charged on a time out basis, whether the Equipment is in use or not. Rental Rates are based on a maximum workday of 8 hours, maximum workweek of 40 hours, maximum work month of 160 hours. Excess usage will be charged for Equipment working in excess of these hours, at the Lessor's customary rates, which Lessee promises to pay upon demand.
 9. Lessee is acquiring **NO** equity as a result of this rental unless otherwise specified in writing, in the form of a rental option agreement.
 10. Equipment is delivered full of fuel and lessee will be charged if unit needs fuel when returned from rental. Equipment is delivered clean and upon return additional cleaning charges will apply for excessively dirty machines.
 11. Lessee agrees to return equipment to Summit's yard in as good condition as received, excluding normal wear and tear. Upon termination of this lease agreement any damages, excessive tire wear, undercarriage wear, tine/tool/holders wear will be charged in addition to normal lease rate at normal shop charges. Lessee is responsible for all tire damage beyond normal wear and tear.
 12. Lessee covenants and agrees that in the event any equipment returned requires repairs, the rental period shall continue to run at the expense of the Renter, and the Renter assumes responsibility for payment of rental sums accrued during the period said equipment remains idle while being repaired, and the rental rate during this period shall be computed to the terms originally contracted for between Lessee and SUMMIT EQUIPMENT COMPANY, LLC., while said equipment was in use by Lessee.
 13. To hold harmless Lessor its heir, assigns, and representatives for all liability or damages to persons or property.
 14. Not to assign, transfer, sub-let or part with possession of the contracted equipment, directly or indirectly.
 15. That in the event of default or in any terms and / or conditions of the Lessee, Lessor or their agents may enter the premises where said equipment is located and remove the same without notice to lessee, in which instance Lessee agrees to pay transportation charges for such removal.
 16. That in the case of default of any terms conditions of the Lease with regard to payment of monies due lessor, Lessee agrees to pay all collection, interest and / or attorney's fees.
 17. Past due invoices shall accrue interest of the maximum legal rate, and such interest shall be cumulative on the ascending balance until the invoices are paid in full.
 18. Lessee must notify the Lessor within three working days of the change of location of said equipment from original delivery location.
 19. Lessee is responsible for the payment of all Federal, State, County or Local Taxes and Fees.
 20. Lessor assumes NO liability for lost time or damages on account of defect, inefficient operation of the equipment, accident, repairs, strikes or delays in the delivery and removal of the equipment. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR LOSS OF USE, DOWNTIME OR AND OTHER CONSEQUENTIAL DAMAGES.
 21. Any and all payments made by Lessee to Summit Equipment Company, LLC.. pursuant to this rental agreement shall be made to Summit Equipment Company, LLC.'s office in Harris County, Texas.

Customer's Signature

Date



11339 CUTTEN ROAD
HOUSTON, TX 77066
281/537-1344
281/537-9615 (FAX)

Joseph@summitequip.com

Fax

To: _____ **From:** **Summit Equipment LLC**

Fax: _____ **Pages:** **1** (INCLUDING COVER)

Co. _____ **Date:** _____

Re: INSURANCE CERT. REQUEST **CC:** _____

Urgent **For Review** **Please Comment** **Please Reply** **FYI**

● **Comments:**

I would like to request the following:

A certificate of insurance for the customer named below showing that they have general liability AND/OR coverage for leased or rented construction equipment (price per occurrence & price per item). We need to be listed as ****additional insured and loss payee****.

Please rush. This customer needs the equipment right away and we can not release the equipment until we have the current proof of insurance certificate.

Thank you.

Customer Name: _____