



# SUMMIT CREDIT APPLICATION

11339 CUTTEN RD.  
HOUSTON, TEXAS 77066  
OFFICE (281) 537-1344

Date: \_\_\_\_\_

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 of 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 \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Drivers Lic. # & State \_\_\_\_\_ Email: \_\_\_\_\_

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 If companies are no longer active or doing business, please explain reason or circumstances.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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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## BANKING REFERENCE

Bank: \_\_\_\_\_ Officer/Account Manager: \_\_\_\_\_

Phone #: \_\_\_\_\_ Account #: \_\_\_\_\_ Date Opened: \_\_\_\_\_

## TRADE REFERENCES (INCLUDE EQUIPMENT RENTAL COMPANIES)

1. Name: \_\_\_\_\_ Business Type: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_

2. Name: \_\_\_\_\_ Business Type: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_

3. Name: \_\_\_\_\_ Business Type: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_

4. Name: \_\_\_\_\_ Business Type: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_

5. Name: \_\_\_\_\_ Business Type: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_

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: \_\_\_\_\_



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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, however 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 even 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 sale of goods, merchandise, or services or upon account, promissory notes, interests, expressed, implied, contract, tort, or at law, 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 assigns all or any party of Debtor's indebtedness, then to the party assigned to such thereof, if assigned. All obligations of the undersigned under this guaranty are to be performed at the office(s) of Summit Equipment LLC, in Harris County, Texas.

EXECUTED EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_ 20(\_\_\_\_)

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Printed Name



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**General Terms & Conditions of Rental**

The Lease of the Rental Equipment covered by the foregoing lease agreement.

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 w 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 the 5% of "Equipment Value" deductible as noted on Rental Agreement. 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 leased equipment due to improper operation, maintenance and/or lubrication, freezing, fire, theft, vandalism, explosion, collision, flood, smoke, vandalism or solitude to damage occurred 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 greasing equipment, perform all maintenance and/or check/tweak 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 Lessor is responsible to take any maintenance action to correct any operational situation. Notification Lessee 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 acceptance 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 maximum rates, unless Lessee makes prior pay-usage demands.
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 Card in an good condition as receive, excluding normal wear and tear. Upon termination of this lease agreement any damages, premature or wear and/or engage 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. Lessor represents and agrees that in the event any equipment returned requiring repairs, the rental period shall continue to run at the expense of the Renter, and the Renter assumes responsibility for payment of rental sums accruing 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 is off the job site.
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 of or any terms and/or conditions of the Lessee, Lessor or their agents may enter the premises where the 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 of the conditions of the lease with regard to payment of monies due Lessor. Lessee agrees to pay all collection services 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, sufficient 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/OR 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** \_\_\_\_\_



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## 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 Principal 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: \_\_\_\_\_



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### Insurance Certificate Request

We would like to request the following:

A **certificate of insurance** on file, showing that you have general liability and coverage for leased or rented construction equipment (price per occurrence & price per item). We need to be listed as additional insured and loss payee.

We cannot release the equipment until we have the current proof of insurance certificate.

Thank you.

Summit Equipment Company, LLC



## JOB INFORMATION

**JOB SITE NAME:**

PHYSICAL ADDRESS:

CITY, STATE, ZIP:

COUNTY:

**BOND NAME:**

BONDED:

YES

☐

NO

☐

BOND # :

BONDING ADDRESS:

CITY, STATE, ZIP:

BONDING PHONE # :

**OWNER NAME:**

OWNER ADDRESS:

CITY, STATE, ZIP:

OWNER PHONE # :

**GENERAL NAME:**

GENERAL ADDRESS:

CITY, STATE, ZIP:

GENERAL PHONE # :

**SUB CONTRACTOR NAME:**

SUB CONTRACTOR ADDRESS:

CITY, STATE, ZIP:

OWNER PHONE # :

FILLED OUT BY:

DATE: