

# Austin Rent Way 4235 S. Congress Avenue Austin, Texas 78745

Phone: 512-326-8181 Fax: 512-532-6392

www.austinrentway.com
Email: aanrentools@austin.rr.com

In order to process your request, this application must be signed. Please attach a company credit profile if available. Customer Name (Individual or Company) City, State, Zip Physical Address (d/b/a) Trade Name Mailing Address City, State, Zip Phone Number Fax Number **BUSINESS INFORMATION** ( )Corporation ( )LLC ( )Partnership ( )Proprietorship Length of Time in Business\_\_\_ If less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTY information below and sign guaranty on reverse side. Previous Business Name \_\_\_\_\_\_ D & B# \_\_\_\_\_ Have you ever filed bankruptcy? Federal Tax ID# State entity formed \_\_\_\_\_ Bonding Agent Name and Address \_\_\_\_\_ If Partnership or LLC, list partners/members \_\_\_\_ (Please attach a list if additional space is needed.) **SIGNATORY INFORMATION (Authorized Agent)** Title / Relationship to Customer (Please Print) Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_

Phone Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

Email Address \_\_\_\_\_



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BANKING INFORMATION				
Bank Name	Contact Name Phone			
Address				
City	State		Zip	
Checking Account #		Loan Account #		
ACCOUNTING INFORMATION				
Purchase Order Number Required	I? Y / N	Insurance Co		
Job #s Required		Insurance Contact Person		
Tax Exempt? Y / N		Insurance Co. Phone No		
		Certificate of Insurance Insurance Cert. required prio	•	
Accounts Payable (A/P) Contact A/P E-Mail Addre		ess A/P Phone Number		A/P Fax Number
TRADE REFERENCES	City State		Phone Number	
Rental Companies Previously Us	sed? ( )United	()RSC/Prime ()Her	tz ()Other	

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#### APPLICATION FOR CREDIT

Confidential Credit Information

#### **TERMS Agreement** (Must be signed for account processing)

The undersigned ("Customer") in consideration of Lessor extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement below: (a) all purchases/rentals made by Customer from Austin Rent Way, or any of its subsidiaries and affiliated entities ("Lessor") are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Lessor's rental contract, which terms and conditions are on the reverse side of each and every rental contract, including the Release Indemnification and Insurance Provision In Sections 2 and 9; (c) such terms and conditions are deemed incorporated into and made a part of this Agreement and each and every rental of equipment and/or provision of labor furnished to Lessee, whether or not Lessee executes each such rental contract; and (d) any terms and conditions appearing in the Customer's acceptance, purchase order or acknowledgement of a rental contract that are inconsistent with or in addition to the terms and conditions of this Agreement (except as such additional terms are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any rental contract is for Customer's convenience only). If a Purchase Order number is required, it is the responsibility of the Customer to supply this number before or at the time of purchase/rental. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Lessor should they become listed in the future. Refer to http://www.treas.gov/offices/enforcement/ofac/ for information regarding the SDN list and to www.bis.doc.gov for information on other denied parties lists and other U.S.

In making this Agreement upon which Lessor will rely to extend commercial credit, I/We understand and agree to Lessor's terms of payment as follows: 30 days NET DUE UPON close of rental contract on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Lessor within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Lessor's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys for collection, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree that (a) you reserve the right to bring legal action in whatever jurisdiction you deem necessary, whose laws, at the option of the Lessor, shall govern this Agreement, and (b) I/we shall pay hereby agree to pay reasonable attorneys fees, not exceeding a sum equal to twenty five percent (25%) of the outstanding balance owing, plus all other reasonable expenses incurred by Lessor in exercising any of the Lessor's rights and remedies upon default. If credit is granted and collection thereof requires the assistance of attorneys, I/We agree that you reserve the right to bring legal action in whatever jurisdiction you deem necessary, whose laws, at the option of the Lessor, shall govern this Agreement. In the event Lessor finds it necessary to turn over my/our accounts to a collection agency or attorney, I/We agree to pay all cost and expenses of collection, including but not limited to reasonable attorney's fees and other expenses.

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. I/We authorize Lessor to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Lessor and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Lessor to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Lessor's calls from time to time (a) showing primary, occurrence basis insurance coverage of (i) property insurance against loss by all risks to the equipment rented from Lessor, in an amount at least equal to the MSLP; (ii) general liability coverage of not less than \$1,000,000 per occurrence, including but not limited to, coverage for Customer's contractual liabilities in the rental contract (including the release and indemnification clauses); and (iii) if the rental equipment is to be used on any roadway, automobile liability and physical damage insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), (b) naming Lessor as additional insured and loss payee during any and all rental periods; and (c) provide for Austin Rent Way to receive at least 30 days prior written notice of any cancellati



Print Customer Name:

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Print Authorized Officer's Name:	
Authorized Officer's Signature:	<del>_</del>
Print Authorized Officer's Title:	Date:
INDIVIDUAL PERSONAL GUARANTY	
credit at my/our request to the Customer named above, in whice performance of any obligations Customer to Lessor named about myself/ourselves to pay on demand any sum which is due by Cuthat this guaranty shall be absolute, continuing and irrevocable demand, protest, my/our homestead exemption as to this debacceptance of this guaranty, extending of any guaranteed indebte renewals of any credit Agreement evidencing the indebtedness half collection of amounts due requires the assistance of a collection through any judicial proceeding whatsoever, I/We agree that (a) necessary, whose laws, at the option of the Lessor, shall govern including reasonable attorney's fees and other expenses.  The undersigned represent that (i) the information contained in this Customer; and (ii) If any part of this Agreement is held unenforced undersigned hereby waives the right to a jury trial of any or all clair required to exhaust all remedies against Lessee prior to exercising credit inquiries it deems necessary in connection with this Agdisclose to Lessor and/or their respective designees (and any assistance).	(print Guarantor name) for and in consideration of your extending ch I/we have a financial interest, personally guarantee prompt payment and bove whether now existing or hereinafter made, and further agree to bind distomer to Lessor whenever Customer fails to pay the same. It is understood the for such indebtedness of Customer. I/We expressly waive presentment, but, notice of protest, dishonor, diligence, maturity, default or nonpayment, tedness already or hereafter contracted for by Customer, any modifications or tereby guaranteed and all setoffs and counterclaims.  On agency or attorneys for collection, suit is brought hereon, or it is enforced by you reserve the right to bring legal action in whatever jurisdiction you deem to this Agreement, and (b) I/we shall pay all costs and expenses of collection, have agreement is true and correct statement of the financial condition of the same or disputes which may arise from this Agreement. Lessor shall not be against Guarantor(s). I/We authorize Lessor to make whatever agreement. Bank and trade reference(s) can accept this authorization to signee or potential assignee thereof), Customer information normally released the active, average monthly balances, how the account has been handled,
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Guarantor's Signature:	Guarantor's Signature:
Print Guarantor's Name:	Print Guarantor's Name:
Address:	Address:
SSN:	SSN:
Witness Signature:	Witness Signature:
Polici Militare Alexandra	
Print Witness Name:	Print Witness Name:

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