

**TOP GUNN EQUIPMENT RENTALS, INC
CREDIT APPLICATION**

All answers must be completed

South Store
2915 S. 1" Street
Austin, Texas 78704
(512) 444-7711
Fax (512) 442-4579

North Store
7920 Anderson Sq
Austin, Texas 78757
(512) 452-2610
Fax (512) 452-2485

Return by fax to – 512-452-2485 or email to wendy@topgunn.net

Name of Firm or Individual _____

Assumed Names (d/b/a's) _____

Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Years at this Address _____ Phone Number _____ Fax Number _____

Type of Business _____ Years in Business _____

Email address _____ Company Website _____

Principal Owners or Officers:

Name _____ Title _____ DL# _____

Home Address _____ City _____ State _____ Zip _____

Name _____ Title _____ DL# _____

Home Address _____ City _____ State _____ Zip _____

Person responsible for paying bills _____

A/P employee you wish us to contact 1st regarding problems _____

Is this a: Corporation _____ Partnership _____ Sole Proprietor _____ Other _____

Federal ID # (if Corporation, Partnership, or LLP) _____

Social Security Number (If Sole Proprietor) _____

The firm hereby applying for credit ___ is/ ___ is not a subsidiary or part of any other company or corporation.

If applicable, name or explain _____

Are you now, or have you ever been the Debtor in a cause of action before the United States Bankruptcy Court? ___ Yes / ___ No If applicable, give year bankruptcy action began _____ in the District of _____

Give amount of monthly credit for which you request approval _____

Do you require PO #? _____ Exact job address is required for rental? Yes / No

Persons authorized to rent (To be updated by customer periodically.)

We will not rent to anyone not named above, without a phone call from the owner/manager and only if we can sufficiently identify them on the phone

Taxable ___ Non-Taxable ___ (Exemption # _____)

Unsatisfied Judgments _____

Tax must be charged unless signed exemption certificate accompanies application.

Bank Reference

Bank _____ Address _____
Bank Officer _____ Bank Phone _____

Credit References (except bank). At least one rental store if possible

Name _____ Account _____
Address _____
Phone: _____ Fax: _____
Name _____ Account _____
Address _____
Phone: _____ Fax: _____
Name _____ Account _____
Address _____
Phone: _____ Fax: _____

Top Gunn Equipment Rentals, Inc. Credit Terms

By signing this credit application, I agree to the following: Sellers' billing date is the 25th of each month. Applicant agrees to make full payment on each monthly statement at Seller's office by the 20th of the following month. Any amounts not paid by the 20th shall be considered as Net 30 day terms and payable in full. Any amount not paid within 30 days from billing date shall bear interest thereon at the lower of 18% or the highest rate permitted by law of the United States or the State of Texas to be charged for past due principal and interest. If not paid according to terms above, it is understood credit privileges may be withdrawn and account placed on COD status.

I represent and warrant that the credit requested is for business or commercial purposes only and not for (a) family and household consumer purposes, or (b) farming operations.

You are authorized to check my banking and credit history, both before extending credit and at any time while my credit account remains open or has an unpaid balance, and to answer questions about your credit experience with me.

I agree as follows:

- a. that you will charge a \$25.00 fee when a check is not honored or returned to you non-sufficient funds;
- b. that you can delay in enforcing or fail to enforce any of your rights under this agreement without losing them;
- c. that any court costs, attorney fees, or charges associated with collecting on a delinquent account are my responsibility;
- d. that this agreement shall be construed and enforced according to the laws of the State of Texas, and I agree that if suit is brought to collect any balance owed

hereunder, venue will be in Travis County, Texas;

- e. that my credit limit may be stated in a credit acceptance letter, and that if I exceed my limit, I must make a payment to continue charging;
- f. that my status may be placed on hold if my balance becomes past due or over my credit limit;
- g. that it is my responsibility to keep your files updated with my most current billing address and telephone number;
- h. that if my payment does not specify which invoices to pay, you will apply it to the oldest items first, even if those items are finance charges; and
- i. that you reserve the right to revoke my charging privileges at any time for any reason or for no reason at all.

No agreements contained in this Credit Application shall be modified or limited except by written agreement.

By signing below and utilizing my credit account, I acknowledge and accept the terms contained in this Credit Application as part of my credit agreement.

Everything stated in this credit application is true and correct. You are authorized to check my credit history and to answer questions about your credit experience with me.

Authorized Signature

(Use for Individual Applicant)

(Use for Entity Applicant)

Name of Entity: _____,
a Texas _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved By: _____

Date Approved: _____

Monthly Amount: _____

**GUARANTY
(for Credit Application)**

Guarantor's Name: _____ **Date:** _____
Guarantor's Mailing Address (including county): _____

Creditor: TOP GUNN EQUIPMENT RENTALS, INC., a Texas corporation
Creditor's Mailing Address: 7920 Anderson Sq, Austin, Travis County, Texas 78757

Debtor's Name: _____
Debtor's Mailing Address (including county): _____

THIS is an agreement of guaranty ("**Guaranty**") between Guarantor and Creditor. In acknowledgment of the fact that Debtor is or may become indebted to Creditor, and for valuable consideration, the receipt and adequacy of which are acknowledged, the undersigned Guarantor by execution of this Guaranty unconditionally guarantees to Creditor the prompt payment at maturity, and at all times after maturity, of the Guaranteed Indebtedness as defined below, on the following terms and conditions:

1. The term "**Guaranteed Indebtedness**," as used in this Guaranty, includes: (a) all indebtedness of Debtor to Creditor, said indebtedness being of every kind and character, without limit in amount, whether now existing or arising after date of execution of this Guaranty, regardless of whether the indebtedness is evidenced by notes, drafts, acceptances, discounts, overdrafts, or otherwise, and whether such indebtedness be fixed, contingent, joint, several, or joint and several. The term further includes, but is not limited to, that certain Promissory Note and Security Agreement being executed on this date between Debtor and Creditor for the purchase of certain collateral; (b) interest on any of the indebtedness described above; (c) any and all costs, attorney's fees, and expenses incurred by Creditor because of Debtor's default in payment of any such indebtedness; and (d) any renewal or extension of the indebtedness, costs, or expenses described in subparagraphs (a) through (c) above.

2. Guarantor further agrees that the obligations created by this Guaranty shall not be released, diminished, impaired, reduced or otherwise affected by the occurrence of any one or more of the following events: (a) the death, insolvency, bankruptcy, disability or lack of corporate authority of any person at any time liable for payment of any or all of the Guaranteed Indebtedness; (b) any renewal, extension and/or rearrangement, or any adjustment, indulgence, forbearance or compromise of any or all of the Guaranteed Indebtedness; (c) any neglect, delay, omission, failure or refusal of Creditor to collect any or all of the Guaranteed Indebtedness or to exercise legal rights in connection with same, or in connection with any security or guaranty of same; or (d) any payment by Debtor, or on behalf of Debtor, to Creditor is held to constitute a preference under the bankruptcy laws or for any other reason Creditor is required to refund such payment or pay the amount thereof to some other person.

3. The Guarantor waives notice of (a) acceptance of this Guaranty; (b) the creation, extension or renewal of any or all of the Guaranteed Indebtedness; and (c) the acceleration of maturity of the Guaranteed Indebtedness. The Guarantor also waives presentment, demand, protest, diligence, and notice of dishonor or non-payment or default of the Debtor. The Guarantor specifically waives the right to require that the Debtor be sued in the same or prior suit, that the Debtor be sued at any time, and that Creditor levy first on the property or assets of Debtor.

4. **This is an absolute and continuing guaranty. Notice of revocation of this Guaranty must actually be received by Creditor in order to be effective.** Such notice shall not impair the Guarantor's liability for any indebtedness existing at the time of receipt of such notice, for interest

thereafter accruing on such indebtedness, nor for reasonable attorney's fees and costs incurred in collecting such indebtedness or in enforcing this Guaranty.

5. Any modification of this Guaranty or any waiver of its provisions will be ineffective unless made in a writing signed by Creditor.

6. The invalidity or unenforceability of this Guaranty, in part or in whole, will not affect the Guaranteed Indebtedness or any security for that indebtedness.

7. This Guaranty and the rights and obligations of the Creditor and of the Guarantor are to be governed and construed in accordance with the laws of the State of Texas. This contract is performable in Travis County, Texas. The Guarantor waives the right to be sued elsewhere.

Signed to be effective on the first date written above in Austin, Travis County, Texas.

Guarantor:

Print Name: _____

Residential Address: _____

Driver's Lic. No.: _____

State of Lic.: _____

TOP GUNN EQUIPMENT RENTALS, INC., a Texas corporation

(Signature)

By: _____

Its _____