

Phone (409)-735-RENT

Industrial	Equipment	Rental	Company
------------	-----------	--------	---------

Fax (409)-735-7873

		Applicants Business Informat	ion	
Company's Legal Name				
DBA		Trade Name		
Billing Address				
City, State, Zip			P.O.# R	equired?
Ship To Address if Different Fro	om Above		Yes / No	
City, State, Zip				
Corporate Status: Circle one	Proprietorship Corp	General Partnership	LLC/LLP Gov	
Federal Tax ID #		Type of Business		
Business Phone Number				
Business Fax Number		Date Business Started		
		Date Incorporated		
Contact Name & Title		State of Incorporation		
Company's D&B Number		Contractors License No.		
Tax Exempt	**Yes No			
(**Resale/Exemption Certific	cate must be mailed or faxed with your app	lication to apply)		
		Ownership Information		
		riangle Industries, Inc., its agen	ts, successors, and assigns, to check my credit. Everything I have	e stated
below is true and correct to <b>Principal's Name</b>	the best of my knowledge.	Principal's Name		
Home Street Address		Home Street Address		
		4		
City, State, Zip		City, State, Zip		
Home Phone	% Owned	Home Phone	% Owned	
Soc Sec #	Date of Birth	Soc Sec #	Date of Birth	
Print Name	Title	Print Name	Title	
Signature		Signature		
Indivic	lual (do not include title)		Individual (do not include title)	
		Bank and Finance Companie	2S	
Bank	Account Number & Type	Contact Name	Phone & Fax	
Bank / Finance	Account Number & Type	Contact Name	Phone & Fax	
		Credit References		
Trade	Account Number	Contact Name	Phone & Fax	
1		I	1	
Trade	Account Number	Contact Name	Phone & Fax	
1		1	1	
Trade	Account Number	Contact Name	Phone & Fax	
1			1	
		Insurance Company		
Insurance Company	Address	Contact Name	Phone & Fax	
	Busin	ess Credit Release and Acknow	edaement	
			by doing so, authorizes Golden Triangle Industries, Inc. in connecti	
			and its officers and/or principals. Applicant hereby authorizes the relea	
information to Golden Triangle Industries, Inc., or its designee from any source including credit bureau reporting agencies and applicant's bank. The undersigned as an authorized signatory warrants that all information supplied to Golden Triangle Industries, Inc. is true and correct in every respect, that our company is financially able to meet any commitments made to Golden Triangle				
Industries, Inc. and warrants that payment will be made on the designated due date following the invoice date as indicated and on each invoice rendered by Golden Triangle Industries, Inc. to us. It				
is mutually understood and agreed that this account is subject to a late charge not to exceed 1 1/2% per month, or the maximum legal rate as permitted by law, which may be imposed on any				
invoice(s) not paid within the te	erms stated on each individual invoice.			
I/we agree that all transactions between our companies will be construed and determined according to the laws of Texas and litigation between us and Golden Triangle Industries, Inc. will be exclusively within Texas jurisdiction unless otherwise chosen by Golden Triangle Industries, Inc. I/we agree to pay all costs incurred by Golden Triangle Industries, Inc. in collection of any				
			ction agency and/or attorney fees in addition to all other damages. I/we	
and do understand this Credit A	greement and by evidence of my signature, ag	ree to said credit terms, and to the	e terms and conditions as set forth in the following page.	
Print Name			Title	
Signature of Authorized Rep			Date	
- · · ·				



## Golden Triangle Industries, Inc.

An Industrial Equipment Rental Company

Please be advised the following is required in order to establish an account with Golden Triangle Industries, Inc;

- 1. Completed Credit Application, signed by an officer of the Company.
- 2. A copy of your *Resale Tax Certificate or Tax Exempt Certificate* if applicable.
- 3. A completed and signed *W*9.
- 4. An Insurance Certificate naming *Golden Triangle Industries, Inc. as Loss Payee and Additional Insured* with respects to leased and or rented equipment with a 30 day cancellation notice.
- 5. Please fax all documents to **409-735-7873** or email to **lgreer@gtindu.com**

Best Regards, Lisa Greer

## Terms and Conditions of Rental

The Lessee of before mentioned rental equipment agrees to the following conditions:

-LESSEE acknowledges that it understands the hazardous nature of the EQUIPMENT and that LESSEE will warn, protect, and train, as appropriate, all persons who may be exposed to those hazards. LESSOR will provide all necessary maintenance schedules upon request. LESSEE is aware that OSHA regulations may require LESSEE to train employee to properly operate and/or modify equipment according to laws required. LESSEE understands that the PRODUCT(s) must not be used without first consulting the Operating and Maintenance MANUAL. LESSEE shall make sure that all employees, customers, and persons who maintenance the EQUIPMENT, send copies of the maintenance records to the Lessor.

-Accepts full responsibility and liability for any and all damages to before mentioned rental equipment due to improper maintenance, operation, and/or lubrication, fire, freezing, hailstorm, windstorm, riot, insurrection, flood, strike, explosion, collision, upset, damages while being transported, loaded, unloaded, or for any causes whatsoever other than ordinary wear and tear. LESSEE assumes all liability for loss, damage, or injury to persons or to property of LESSEE or others arising out of the delivery, presence or use of the EQUIPMENT whether used singly or in combination with other substances.

To return all before mentioned equipment and accessories to Lessor's warehouse, in as good condition as when received, except for ordinary and customary wear and tear.

-LESSEE is responsible for all routine maintenance such as lubrication and filter changes and all said costs if in possession of LESSEE for the entire cycle or period, but not limited to 200 hours. Routine maintenance records are the responsibility of the LESSEE and will be made available upon request in writing from LESSOR, no less than five days from date on request.

-To indemnify and fully hold harmless the Lessor from all suits or claims for injuries, loss or damage to persons or property while before mentioned equipment is in Lessee's possession, regardless of the grounds of said suits or claims, including the fault of the Lessor, and to notify the Lessor immediately in writing upon learning of the existence of any incident which may give rise to any such suits or claims.

-To inform the Lessor of the location of the rented equipment at all times. Failure by the Lessee to inform the Lessor of the location of the rented equipment after written demand to do so shall immediately double the rental rate charged until the equipment is located and the Lessor is so notified. The Lessee agrees to pay all expenses incurred in locating the rented equipment.

-Agrees not to assign or transfer rented equipment either directly or indirectly. Not to permit or commit any act whereby before mentioned equipment or any part thereof shall be seized, taken in execution, injured, removed, attached, or destroyed.

- All payments due LESSOR hereunder shall be made to LESSOR at the location indicated on LESSOR'S invoice. All invoices shall be payable net cash by LESSEE within thirty (30) days after receipt of invoice, or upon demand. LESSOR reserves the right to add a monthly service charge at the highest interest rate permitted by law to any delinquent balance after forty-five (45) days. LESSEE agrees to pay all taxes upon the sale, lease, or delivery and use of the EQUIPMENT, including but not limited to real or personal property tax. In the event of a delinquent balance for services rendered, LESSOR shall have the right to take appropriate legal action, including (a) placing LESSEE on immediate C.O.D. status and/or (b) entering LESSEE'S property and repossessing the PRODUCTs (c) or placing a lien on property; whichever is necessary and appropriate. All legal fees acquired will be billed directly to Lessee. Lessee agrees to pay for all repairs and/or replacement of all parts damaged and all labor for said repairs and replacement and to invoice lessee therefore as part of this agreement, except for those repairs and replacements solely through ordinary and customary wear and tear.

-LESSEE will allow LESSOR to make deliveries during normal working hours five days per week. In the event LESSEE requires deliveries outside of normal business hours than deliveries may be subject to a delivery or call out fee. Call out fee will be determined per call out.

-In case of default of any of the terms of this agreement, Lessor may, at its option enter the premises controlled or operated by the Lessee where the rented equipment may be found and remove the same there from, without notice or demand, and without being guilty of any trespass or wrong. Lessor shall not be liable for any damages because of such removal of rented equipment, and the Lessee agrees to pay for all expenses incidental to said removal. Lessee further agrees to pay 1 ½ % per month, total interest paid per year 18% on past due accounts and an additional 25% in principal and interest if any of said accounts are placed in the hands of an attorney for collection by the Lessor.

<u>RENTAL AND TERM-</u> begins on the date & time specified as "OUT" and terminates on the date specified as "IN" unless amended in writing. Rental charges commence on the delivery of EQUIPMENT to renter and end upon return of equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of the equipment. Renter agrees to pay on return of equipment to dealer's premises, all charges and costs for the use thereof. Renter's right to use the equipment terminates on the expiration and due date set forth unless extended in writing by dealer.

<u>CONDITIONS OF HIRING, INSPECTION, PRIVILEGE AND WAIVER OF DEFECTS.</u> Renter accepts and hires the equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares that Renter fully understand its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials use to connect the Equipment to Renter's towing vehicle, if any, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter is responsible for loading and unloading goods. If the Dealer's employees assist in loading and unloading the goods, the Renter agrees to assume the risk of, and hold the Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof in as food condition as when received.

EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.- Renter will immediately discontinue the use of the personal property should it at anytime, following the execution of the agreement or any subsequent agreement, becomes unsafe or in a state of disrepair. Furthermore the Renter will immediately notify dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or Product.

<u>CÓMPLIANCE WITH THE LAWS</u>. Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, state, and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use Equipment.

<u>PERMITTED AREA OF USE OF EQUIPMENT</u>. Without Dealer's consent, Renter shall not remove the equipment from the country in which it is rented. <u>RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT</u>. Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the equipment without dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefor and shall hold dealer harmless from any claims or action arising therefrom. Renter shall furnish dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or loss of possession thereof, or inability to return the same to Dealer, on the expiration and due date, for any reason whatsoever. Renter shall pay Dealer the actual replacement cost thereof, and in addition therto Dealer's loss of use of said equipment.

DISCLAIMER WARRANTIES- DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at time of failure, provided the Equipment is returned to Dealer within 24 hours after such failure, Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment. This Agreement sets forth the entire understanding of the parties, and supersedes any previously existing agreement between the parties hereto covering lease or sale of <u>ALL EQUIPMENT</u>.

No modification or waiver of this Agreement shall bind LESSEE or LESSOR unless it is in writing and is signed and accepted by an authorized employee of LESSOR and LESSEE'S duly appointed representative.

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective transferees and assigns, including any corporation with which either party may merge or consolidate, or to which either party may transfer all or a material amount of its assets.

ND CONFERS NO OES NOT AMEND, S BELOW.						
COMPANY						
A COMPANY						
COMPANY D						
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY POLIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
"S						
\$2,000,000						
\$2,000,000						
\$1,000,000						
\$1,000,000						
\$100,000						
\$5,000.						
¢1.000.000						
\$1,000,000						
•						
\$						
\$						
\$100,000						
\$100,000						
\$500,000						
la Covoraça incluitar-						
EXPIRATION DATE Should state "Special Perils Coverage, including flood, and includes removal of the exceeding weight of load exclusion and replacement cost value"						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS GTI must be added as additional insured with regards to the general liability. A waiver of subrogation must also be added in favor of GTI with a 30 day cancellation. Every certificate must secure physical damage coverage for leased equipment covering the full value of the leased unit/s. GTI must be shown as loss payee with regards to the Leased equipment (physical damage coverage; inland Marine/Contractors equipment coverage)."						
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILIY OF ANY KIND UPON THE COMPNY, ITS AGENTS OR REPRESENTATIVES						



## Golden Triangle Industries, Inc.

An Industrial Equipment Rental Company

## Company Information

Remit to Address:	19262 Hwy 62
	Orange TX 77630
Physic a l Ad d re ss:	Same as Remit to Address
Telephone:	409-735-RENT(7368)
Fa x:	409-735-7873
Email Contact:	Lisa Greer, Account Manager
	<u>lg re e r@ g tind u.c o m</u>

G II is a Corporation State Incorporation: Texas – Taxpayer ID – 205739780 Type of Business: Industrial Equipment Rental