



**844-TEX-RENT**

**Houston**  
24010 HWY 249  
Tomball, TX 77375  
281-357-0300

**San Antonio**  
803 SE Loop 410 San  
Antonio, TX 78220  
210-662-9700

**Austin**  
13903 US HW 290 East  
Manor, TX 78653  
512-886-0030

**Corporate Office**  
20228 Schiel Rd,  
Cypress, TX 77433  
281-357-0300

Company Name:		Phone:		Date:					
Mailing Address:		City:		State:		Zip:			
Physical Address:		City:		State:		Zip:			
Email Address:		AP Email Address:		SS# or Fed ID#:					
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> LLC: <input type="checkbox"/> Sole Proprietorship / Individually Owned: <input type="checkbox"/> Other (describe):									
<b>NAME OF OFFICERS OR OWNERS</b> (please include all owners and/or partners in additional forms, if necessary)									
Name 1:				Title:		Phone:			
Address:				City:		State:		Zip:	
Name 2:				Title:		Phone:			
Address:				City:		State:		Zip:	
How Long in Business:				Type of Business					
Person Responsible for Accounts Payable:				Title:		Phone:		Do You Require POs?	
<b>BANK REFERENCES</b>									
Name 1:				Title:		Phone:			
Address:				City:		State:		Zip:	
Name 2:				Title:		Phone:			
Address:				City:		State:		Zip:	
<b>CREDIT REFERENCES</b>									
Name 1:				Title:		Phone:			
Address:				City:		State:		Zip:	
Name 2:				Title:		Phone:			
Address:				City:		State:		Zip:	
<b>ARE YOU TAX EXEMPT?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, PROVIDE A TAX EXEMPTION CERTIFICATE WITH THIS APPLICATION.									
<p>THE UNDERSIGNED WARRANTS ON BEHALF OF THE APPLICANT THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD THAT INVOICES ARE DUE UPON RECEIPT, AND ARE CONSIDERED PAST DUE THIRTY (30) DAYS FROM THE DATE OF INVOICE. EQUIPMENT MAY BE RENTED, LEASED, OR SOLD TO APPLICANT AND/OR CREDIT MAY BE EXTENDED BY HARRIS COUNTY RENTALS, LLC. DBA TEXAS STATE RENTALS (TSR). THE APPLICANT UNDERSTANDS THAT THIS IS A CREDIT APPLICATION, AND DOES NOT BIND TSR IN RELATION TO ANY TRANSACTIONS RELATING TO THE RENTAL, LEASE, OR SALE OF EQUIPMENT OR REQUIRE TSR TO EXTEND CREDIT IN ANY MANNER.</p> <p>IT IS AGREED BY THE UNDERSIGNED THAT PAYMENT OF ALL INDEBTEDNESS DUE TO TSR. SHALL BE AT ITS OFFICES IN CYPRESS, HARRIS COUNTY, TEXAS. IT IS ALSO AGREED THAT, IN THE EVENT PAYMENT HAS NOT BEEN MADE IN ACCORDANCE WITH THESE TERMS, THE UNDERSIGNED WILL PAY 1½ PERCENT INTEREST EACH MONTH ON ANY UNPAID BALANCE, BUT IN NO EVENT SHALL SUCH INTEREST EXCEED A RATE OF INTEREST GREATER THAN THE MAXIMUM ALLOWABLE UNDER THE USURY LAWS OF TEXAS.</p> <p>THE APPLICANT AUTHORIZES TSR TO INQUIRE INTO AND OBTAIN FROM ANY BANK, LENDING INSTITUTION, CREDIT REFERENCE, OR CONSUMER OR COMMERCIAL CREDIT REPORTING AGENCY INFORMATION RELATING TO THE CUSTOMER'S CREDITWORTHINESS OR FINANCIAL CONDITION. TSR IS AUTHORIZED TO OBTAIN SUCH INFORMATION FROM ANY FINANCIAL INSTITUTION, CREDITOR, CREDIT REFERENCE COMPANY, OR OTHER REFERENCE, AND SUCH PARTY RELEASING SUCH INFORMATION AS WELL AS TSR IS HELD HARMLESS FROM ANY CLAIMS ASSOCIATED WITH THE RELEASE OR USE OF SUCH INFORMATION FOR THE PURPOSES OF THIS AGREEMENT. THE UNDERSIGNED WARRANTS THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS APPLICATION ON BEHALF OF APPLICANT. A PHOTOSTATIC COPY OF THIS AUTHORIZATION SHALL BE AS VALID AS THE ORIGINAL.</p>									
Customer's Initial: _____					Salesperson's Signature: _____				

TSR MAY, IN ITS SOLE DISCRETION, ACCEPT CREDIT CARDS FOR PAYMENT ON OPEN ACCOUNTS. IF SUCH PAYMENT IS ACCEPTED BY TSR AS AN ACCOMMODATION TO ITS CUSTOMER, THE CUSTOMER AGREES TO WAIVE ANY AND ALL RIGHT IT MAY HAVE AS AGAINST SUCH CREDIT CARD COMPANY TO CONTEST SUCH CHARGE UPON SAID CREDIT CARD. ANY FEES ASSOCIATED WITH THE USE OF CREDIT CARD AS AN ACCOMMODATION TO THE CUSTOMER SHALL BE CHARGED TO THE CUSTOMER. IF CUSTOMER VIOLATES THIS WAIVER AND ATTEMPTS TO BLOCK PAYMENT BY SUCH CREDIT CARD COMPANY TO TSR, CLIENT AGREES THAT TSR MAY USE THIS WAIVER TO REQUIRE THE CREDIT COMPANY TO PAY TSR DESPITE THE CUSTOMER'S EFFORTS.

IN THE EVENT THAT TSR IS REQUIRED TO INITIATE ANY COLLECTION PROCEEDINGS AGAINST APPLICANT FOR OUTSTANDING INDEBTEDNESS, THE APPLICANT AGREES THAT IT WILL PAY REASONABLE AND NECESSARY ATTORNEY'S FEES, COLLECTION COSTS, AND COURT FEES AS A RESULT OF ITS FAILURE TO PAY THE OBLIGATION WHEN DUE.

THE APPLICANT UNDERSTANDS THAT THERE MAY BE OCCASIONS WHERE EQUIPMENT IS RENTED TO THE APPLICANT WHEN AUTHORIZED REPRESENTATIVES MAY NOT BE AVAILABLE TO SIGN RENTAL AGREEMENTS. TSR IS AUTHORIZED IN SUCH EVENT TO EXECUTE SUCH STANDARD RENTAL AGREEMENTS ON THE APPLICANT'S BEHALF, AND IS GIVEN LIMITED POWER OF ATTORNEY FOR THAT SPECIFIC PURPOSE.

IN THE EVENT ANY RENTAL, LEASE, OR SALES AGREEMENT OR SERVICE REPORT IS ENTERED INTO BY APPLICANT, THE APPLICANT UNDERSTANDS THAT THE TERMS OF THIS AGREEMENT AND THE RENTAL, LEASE, OR SALES AGREEMENT OR SERVICE REPORT SHALL CONTROL THE RELATIONSHIP, AND THAT BOTH INSTRUMENTS SHALL BE CONSIDERED THE PARTIES' AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY FUTURE RENTAL, LEASE, OR SALES AGREEMENT, OR SERVICE REPORT, THE RENTAL, LEASE, OR SALES AGREEMENT OR SERVICE REPORT TERMS SHALL CONTROL.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF TEXAS. APPLICANT ACKNOWLEDGES THAT THE EQUIPMENT RENTED, LEASED, AND/OR SOLD UNDER THIS AGREEMENT SHALL BE USED FOR BUSINESS AND COMMERCIAL PURPOSES. THE APPLICANT ACKNOWLEDGES THAT TSR HAS CHOICE OF VENUE, WHICH VENUE SHALL BE HARRIS COUNTY.

THE APPLICANT AGREES PROMPTLY TO NOTIFY TSR IN THE EVENT OF ANY CHANGE IN OWNERSHIP OR ANY MATERIAL CHANGE IN THE FINANCIAL CONDITION OF THE APPLICANT OR ITS GUARANTORS. TSR IS GIVEN LIMITED POWER OF ATTORNEY TO EXECUTE SUCH DOCUMENTS INCLUDING ANY UCC-1 FORMS.

THE APPLICANT HEREBY CONSENTS AND AGREES THAT IF IT FAILS TO COMPLY WITH ANY TERMS OF THIS AGREEMENT THAT REQUIRES ACTION ON ITS PART, INCLUDING EXECUTING ANY FORM, COMMUNICATING WITH ANY CREDIT CARD COMPANY, OR COOPERATING IN THE MATTERS OF SECURITY LIENS, MECHANICS, MATERIALMEN, MINERAL LIENS, OR OTHER STATUTORY LIENS, TSR MAY OBTAIN A DECREE IN SPECIFIC PERFORMANCE FROM A COURT WITH JURISDICTION OVER THE APPLICANT AT THE APPLICANT'S EXPENSE, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES.

#### SECURITY LIEN AGREEMENT

TSR RETAINS A SECURITY INTEREST IN ALL EQUIPMENT RENTED OR SOLD UNTIL THE TOTAL INVOICE AMOUNT HAS BEEN PAID. APPLICANT WILL NOT RENT, SUBLEASE, OR OTHERWISE SELL OR ENCUMBER THE EQUIPMENT WITHOUT EXPRESS WRITTEN APPROVAL OF TSR. APPLICANT AGREES TO COOPERATE WITH TSR AND EXECUTE ANY SUCH FORMS REQUIRED BY TSR IN ORDER TO PERFECT, SECURE, AND/OR OTHERWISE DOCUMENT SUCH LIEN RIGHTS.

THE APPLICANT AGREES TO COOPERATE WITH TSR IN THE EVENT TSR HAS TO OBTAIN INFORMATION TO PERFECT ANY RIGHTS UNDER ANY SECURITY LIENS, MINERAL LIENS, MECHANICS AND MATERIALMEN'S LIENS, OTHER STATUTORY LIENS, OR ANY PAYMENT BONDS, INCLUDING INFORMATION REQUIRED FOR PREPARING NOTICES, AFFIDAVITS, OR OTHER INSTRUMENTS. . TSR IS AUTHORIZED TO EXECUTE SUCH NOTICES OR AGREEMENTS ON THE APPLICANT'S BEHALF TO SECURE SUCH LIENS, AND IS GIVEN LIMITED POWER OF ATTORNEY FOR THAT SPECIFIC PURPOSE.

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AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED SIGNATURE

\_\_\_\_\_  
TITLE

#### PERSONAL GUARANTY

IN CONSIDERATION OF TSR'S AGREEMENT TO CONSIDER EXTENDING CREDIT TO THE APPLICANT, THE UNDERSIGNED JOINTLY AND SEVERALLY HEREBY INDIVIDUALLY AND PERSONALLY UNCONDITIONALLY GUARANTEE AND PROMISE TO PAY TO TSR, OR ITS ASSIGN, ALL INDEBTEDNESS INCURRED ON OR AFTER THE DATE OF THIS APPLICATION BY THE APPLICANT, EACH OF THE UNDERSIGNED GURANTORS UNDERSTAND AND HEREBY AGREE THAT THIS IS A COUNTINUING GUARANTY AND SHALL COVER ALL FUTURE INDEBTEDNESS OF THE APPLICANT, REGARDLESS OF HOW MODIFIED OR HOW EXTENDED OR HOW LIEN RIGHTS MAY HAVE BEEN MODIFIED, TO TSR, INCLUDING INDEBTEDNESS ARISING UNDER SUCCESSIVE TRANSACTIONS THAT SHALL EITHER CONTINUE THE LIABILITY OF APPLICANT, OR FROM TIME TO TIME RENEW IT AFTER IT HAS BEEN SATISFIED. THE UNDERSIGNED FURTHER AGREE THAT ANY SUMS PAYABLE UNDER THIS PERSONAL GUARANTY ARE PAYABLE TO TSR. IN CYPRESS, HARRIS COUNTY, TEXAS. THE GURANTORS AGREE THAT TSR NEED NOT EXHAUST ITS REMEDIES AGAINST THE APPLICANT BEFORE SEEKING SATISFACTION FROM THE GURANTORS, AS THIS IS A GUARANTY OF PAYMENT, NOT OF COLLECTION. THE GUARANTORS AGREE TO WAIVE ALL NOTICE OR DEMAND, NOTICE OF PRESENTMENT, AND AGREE TO PAY ALL REASONABLE EXPENSES INCURRED IN CONNECITON WITH THE COLLECTION OF AMOUNTS OUSTANDING, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF COURT. GUARANTORS ALSO AGREE TO ALL THE TERMS OF THE APPLICANT'S AGREEMENT WITH TSR INCLUDING THE TERMS OF ANY SALES, RENTAL, OR LEASE AGREEMENTS OR SERVICE REPORTS.

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AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

#### FOR OFFICE USE ONLY

APPROVED BY: \_\_\_\_\_

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY: \_\_\_\_\_