

HOWELL CRANE AND RIGGING, INC.

(210) 661-8285 / PO Box 200576, San Antonio, TX 78220

APPLICATION FOR CREDIT

Please Return By Email To:

Office2@howellcrane.net / Courtney@howellcrane.net

Or Fax To: (210) 661-7683

TAX ID 74-2352132

CREDIT APPLICATION MUST BE SIGNED BY OWNER / AUTHORIZED AGENT ON REVERSE SIDE			
NAME OF CUSTOMER (EXACT LEGAL NAME)		WORK PHONE	HOME PHONE
DOING BUSINESS AS		FAX	CELL PHONE
BUSINESS ADDRESS		BILLING ADDRESS (IF DIFFERENT)	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
HOME ADDRESS OF OWNER (IF DIFFERENT FROM ABOVE)		AP/INVOICES EMAIL FOR BILLING:	
TYPE OF BUSINESS	DATE STARTED	CHECK ONE (✓) <input type="checkbox"/> L.L.C. <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR	
NAMES OF MANAGEMENT/OWNER			
PRESIDENT / MANAGER / OWNER	SOCIAL SECURITY NUMBER	ADDRESS	DATE OF BIRTH
VICE PRESIDENT / SHAREHOLDER / MEMBER	SOCIAL SECURITY NUMBER	ADDRESS	DATE OF BIRTH
SECRETARY / TREASURER / SHAREHOLDER / MEMBER	SOCIAL SECURITY NUMBER	ADDRESS	DATE OF BIRTH
STATE OF INCORPORATION	YEARS IN BUSINESS	FEDERAL ID#	
INFORMATION ON SOLE PROPRIETOR, D/B/A, OR PARTNERS			
NAME	SOCIAL SECURITY NUMBER	ADDRESS	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	ADDRESS	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	ADDRESS	DATE OF BIRTH
BUSINESS / TRADE REFERENCES			
NAME 1.	ADDRESS		PHONE
NAME 2.	ADDRESS		PHONE
NAME 3.	ADDRESS		PHONE
BANK REFERENCES			
NAME 1.	ADDRESS		PHONE
NAME 2.	ADDRESS		PHONE
JOB INFORMATION			
PROPERTY/PROJECT OWNER 1.	ADDRESS OF PROJECT		
PROPERTY/PROJECT OWNER 2.	ADDRESS OF PROJECT		
BOND COMPANY	ADDRESS OF BOND COMPANY		PAYMENT & PERFORMANCE BOND <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, provide a copy)

PLEASE SEE REVERSE SIDE FOR IMPORTANT CREDIT TERMS - NOTE: SIGNATURE REQUIRED

TERMS AND CONDITIONS

1. **Credit Limit.** The credit limit is determined by Howell Crane and can be changed at the discretion of Howell Crane without notice to Customer. Completion of this application is not a guarantee that any credit will be extended.
2. **Payment.** Payment in full of all invoices is due and payable within 30 days of each invoice and payment must be sent directly to Howell Crane. Customer agrees and stipulates that where equipment furnished under this agreement was in connection with a construction project, any funds Customer receives are construction trust funds pursuant to Chapter 162 of the Texas Property Code.
3. **Fees and Interest.** Balances not paid in full when due will incur FINANCE CHARGES at the rate of 1.5% per month, which is 18% per annum, from the date payment is due until paid in full, or at the highest legal rate, whichever is greater. Customer agrees to pay all Howell Crane's costs of collection including but not limited to lien and bond claim perfection fees and costs, attorney fees, arbitration fees, expert fees, court costs, and other costs, regardless of whether suit is actually filed or arbitration demanded. Customer waives presentment of claim for purpose of recovering fees.
4. **DAMAGES AND LIMIT ON LIABILITY.** CUSTOMER EXPRESSLY AGREES IN NO EVENT SHALL HOWELL CRANE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, SCHEDULING (DELAY, ACCELERATION, INEFFICIENCY, OVERTIME, OR OTHER CLAIMS) OR LIQUIDATED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO ASSERT CLAIMS FOR SAME. CUSTOMER AGREES IN NO EVENT SHALL HOWELL CRANE HAVE ANY LIABILITY TO CUSTOMER BEYOND THE RETURN OF AMOUNTS ACTUALLY COLLECTED FROM CUSTOMER IN CONNECTION WITH THE DISPUTED TRANSACTION(S). CUSTOMER AGREES HOWELL CRANE FURNISHES RENTAL EQUIPMENT WITH AN OPERATOR THAT OPERATES THE EQUIPMENT WITHIN THE DIRECTION AND CONTROL OF CUSTOMER OR ITS REPRESENTATIVES OR AGENTS.
5. **Venue, Law, and Disputes.** Payment of this account is due and performable in Bexar County, Texas. Furthermore, the venue and applicable law shall be that of Bexar County, Texas. Customer agrees to submit claims and controversies arising out of this agreement to binding arbitration by one (1) arbitrator, if Howell Crane elects, in its sole discretion, to submit the dispute to arbitration. The American Arbitration Association shall conduct the arbitration unless the parties agree otherwise after a dispute arises. Arbitration shall take place in Bexar County, Texas.
6. **Nonwaiver and Forbearance.** Howell Crane may, at its option, permit Customer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Customer. Forbearance, prior course of dealing, or other acts of Howell Crane shall not constitute a waiver of enforcement of any of the terms of this Agreement.
7. **INDEMNITY.** (A) TO THE MAXIMUM EXTENT PROVIDED BY LAW, CUSTOMER SHALL INDEMNIFY AND DEFEND AND HOLD HOWELL CRANE, ITS OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATES, HARMLESS FROM AND ALL LOSSES, DAMAGES, EXPENSES (INCLUDING ATTORNEYS FEES), CLAIMS, SUITS, LIABILITIES, FINES, AND REMEDIAL OR CLEAN UP COSTS ARISING OUT OF OR IN ANY WAY RELATED TO: (i) CUSTOMER'S BREACH OF THIS AGREEMENT, (ii) CUSTOMER'S ACTS OR OMISSIONS, OR (iii) THE NEGLIGENT OR ALLEGED WRONGFUL REPRESENTATIONS OR INSTRUCTIONS BY CUSTOMER OR THOSE ACTING ON ITS BEHALF. (B) IN ADDITION, CUSTOMER SHALL INDEMNIFY AND DEFEND HOWELL CRANE REGARDING CLAIMS, SUITS OR OTHER ACTIONS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY AGENT, EMPLOYEE, OR REPRESENTATIVE OF CUSTOMER. (HEREINAFTER REFERRED TO AS "EMPLOYEE CLAIMS") CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS HOWELL CRANE AND ITS OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATES ("INDEMNITEE" OR "INDEMNITEES") AGAINST ALL LIABILITY, INCLUDING COSTS, EXPENSES, CLAIMS, LIENS, CITATIONS, PENALTIES, FINES, ATTORNEY'S FEES, LOSSES, AND DAMAGES FOR WHICH AN INDEMNITEE MAY AT ANY TIME BECOME LIABLE ARISING OUT OF EMPLOYEE CLAIMS, INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION, INCLUDING THE SOLE NEGLIGENCE, OF ANY INDEMNITEE.

Signature: _____

Date: _____

Print Name: _____

Title: _____

CONTINUING INDIVIDUAL GUARANTY

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of credit given from time to time to Customer by Howell Crane the undersigned does hereby, jointly and severally, guarantee the full and prompt payment to Howell Crane of all present and future indebtedness of Customer, and the undersigned further agrees to pay all costs and fees as set forth above. This is a continuing, absolute and unconditional Guaranty and shall continue in force with respect to all indebtedness of Customer. The undersigned expressly waives any requirement of prior judgment, notice, demand, or other collection attempts against Customer. This Guaranty shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned and shall insure to and may be enforced by Howell Crane, its successors and assigns, or by any person or entity to whom all or any part of said indebtedness may be sold or transferred.

Signature: _____

Social Security No.: _____

Print Name: _____

Date: _____