

# Customer Rental/Credit Application and Credit Terms and Conditions

Thank you for choosing Rabern Rentals, LLC, a Delaware limited liability company (collectively, the "Lessor" or "RRL") for your equipment rental, sales, and servicing needs. We look forward to doing business with you. Please provide the information requested below.

## Business Information:

Name of Customer (hereinafter referred to as "Customer"): \_\_\_\_\_ d/b/a: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Ship To (if different): \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check One: ☐ Individual ☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Subsidiary/Division of: \_\_\_\_\_

Business Type: \_\_\_\_\_ Years In Business: \_\_\_\_\_ State of Formation: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_ State Tax ID Number: \_\_\_\_\_

Tax Exempt?: ☐ No ☐ Yes If "Yes," Tax Exempt / Resale #: \_\_\_\_\_. Please attach Tax Exemption/Resale Certificate.

Principal Owner(s) (more than 10% equity)	Address

Parent(s): \_\_\_\_\_ Affiliate(s): \_\_\_\_\_ Subsidiary(ies): \_\_\_\_\_

Authorized Signatories: \_\_\_\_\_

Account Payable Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**RRL is hereby authorized to do business with all of Customer's employees and contractors (including without limitation, those specifically identified above) and to assume that each such person or entity has signatory authority on behalf of Customer without further inquiry.**

## Terms of Account:

Charge Authorization (To Charge the Following Account for All Amounts Due and Coming Due to RRL from Customer on a Net 30 basis):

Bank: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Account No.: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Fax / Email: \_\_\_\_\_

## Card Information:

Type of Card: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover ☐ Other: \_\_\_\_\_

Account Number: \_\_\_\_\_ CVV Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Billing Address: \_\_\_\_\_

Email /Fax Receipt To: \_\_\_\_\_ City, County, State, Zip: \_\_\_\_\_

## Trade References / Principal Suppliers:

Reference #1: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Reference #2: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Reference #3: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax/Email: \_\_\_\_\_

## Charge Authorization / Guaranty:

Each of the undersigned parties: (a) certifies that all information provided by the undersigned (including credit information set forth above) is true, correct and complete, and does not fail to set forth any material information; (b) acknowledges that RRL will rely on such information with respect to making decisions regarding Customer's terms of credit; (c) authorizes RRL and/or its assigns to make all inquiries it/they may deem necessary to verify the accuracy of information provided in order to determine the creditworthiness of the undersigned, **including, without limitation, obtaining and using one or more business and/or personal credit reports** and/or such other information as RRL deems appropriate (the "Financial Information"); (d) authorizes and instructs each person or entity to furnish to, share with, or otherwise make accessible to RRL the Financial Information; (e) authorizes RRL to share the Financial Information with any other person or entity, including but not limited to parents, subsidiaries and affiliates of any RRL entity, dealers, consumer reporting agencies, financial institutions and merchants, to the extent permitted by law; (f) authorizes RRL to make a decision to extend credit now or in the future based upon the Financial Information and the information contained in this Agreement; (g) authorizes RRL to accept the signatures of all Authorized Signatories identified (whether or not specifically) above; and (h) agrees to promptly pay and perform Customer's obligations set forth in his/her/its agreement with each applicable credit card issuer. The above referenced bank account(s) will be charged for all future obligations owing to RRL. In the event such bank accounts do not contain sufficient funds, the above referenced credit card will be charged, for which RRL may charge a convenience fee of up to 4%, as determined in RRL's sole discretion, where not prohibited by law. The undersigned further certifies that: (i) he/she/it has carefully reviewed, understands, and agrees to comply with the terms of this Agreement, including RRL's Credit Terms and Conditions (See Page 2); and (ii) is authorized to sign this application on behalf of the Customer. Digital, electronic, photocopied, facsimiled and emailed signatures appearing hereon will be deemed originals for all purposes. Executed by the undersigned personally and under seal:

Date \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

Our terms are Net 30 days, unless otherwise indicated in your Rental Contract, Rental Purchase Option Addendum, Services Agreement, or other agreement with RRL. A service charge equal to the lesser of: (i) 1.5% per month (18% annually); or (ii) the maximum rate permitted under law may be assessed on all past-due amounts until paid in full. RRL reserves the right to require that delinquent accounts be C.O.D., in its sole discretion.

**GUARANTY:** The undersigned "Guarantor" hereby **GUARANTEES** the Customer's full and timely payment and performance of all obligations of the Customer arising under and/or in connection with any one more "Contract(s)" as defined on Page 2 hereof (See Section 12 on Page 2 for a complete statement of the terms of this **GUARANTY**).

Signature of Guarantor: \_\_\_\_\_ Address: \_\_\_\_\_

PLEASE SEND COMPLETED FORM TO RABERN RENTALS, LLC VIA EMAIL TO: [BURKE@RABERN.NET](mailto:BURKE@RABERN.NET)

## CREDIT TERMS AND CONDITIONS

"Customer" identified on the preceding page ("P.1") has requested that Rabern Rentals LLC, a Delaware limited liability company (collectively, the "Lessor or "RRL") sell, rent, lease, loan, service, and/or repair certain equipment and/or other items of personal property (hereinafter referred to as the or "Item(s)") on account and/or otherwise extend credit to Customer, in consideration of which Customer and RRL agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Agreement; "Agreement" refers to P.1 together with these Credit Terms and Conditions; "Contract(s)" means each and every contract, exhibit, addendum, and other agreement of any kind you enter into with RRL including but not limited to any and all purchase, sale, rental and/or service agreements, bills of sale, bills of lading, warehouse receipts, exhibits, addenda and other agreements, whether or not signed; "Customer," "you" and "your" mean the "Customer" identified on P.1, and "Lessor," "we," "us" and "our" mean RRL.

2. In consideration of RRL's agreement to evaluate Customer's creditworthiness for purposes of the possible extension of commercial credit to Customer based upon the information furnished on P.1, Customer represents, warrants, acknowledges and agrees that, by executing this Agreement: (a) all purchases, rentals, services and storage obtained by Customer from any RRL entity are subject to this Agreement; (b) Customer has received, read, understands and accepts the same and all of the terms and conditions of each Contract; and (c) Customer accepts and agrees to the terms and conditions of each Contract (whether or not signed by Customer), which shall be deemed incorporated herein and made a part hereof. This Agreement supplements, but does not supersede, the Contract(s). Use of or reference to acceptance(s), invoice(s), purchase order(s) or other similar document(s) is for convenience and identification only. This Agreement and the Contract(s) supersede any and all inconsistent provision(s) in any acceptance, invoice, purchase order or other such document(s) (except to the extent required by law).

3. You agree to pay the full outstanding balance(s) due under the Contract(s), including but not limited to all purchase, rental, service, and storage charges, on the terms set forth therein (or if none, upon receipt of each invoice from RRL). Customer acknowledges and agrees that the absence of an invoice or purchase order number on any statement, invoice or other billing delivered by RRL to Customer shall not constitute grounds for delay or non-payment of charges due or coming due to RRL under this Agreement and/or any Contract(s) at any time. You grant RRL a perfected security interest in the Item(s) purchased by Customer from RRL (and all proceeds thereof) to secure any and all obligations of Customer to RRL. Customer appoints RRL as its attorney-in-fact and authorizes RRL to affix Customer's name to any other document to enforce this security interest. RRL is authorized to file and record any financing statements in its discretion.

4. RRL may, at its sole option, agree to increase the amount of credit extended from time to time. RRL may reduce or terminate the credit arrangement described herein at any time, for any lawful reason, by written notice to Customer (whereupon, to the maximum extent permitted under applicable law, all amounts outstanding and owing by Customer to RRL will, at RRL's option, become immediately due and payable). **Customer authorizes RRL to make credit investigation(s) and inquiries (including without limitation, by direct contact with Customer's lenders, vendors, and suppliers) that RRL deems appropriate to evaluate Customer's credit, financial standing, and credit experience, with credit bureaus and other creditors.** Customer authorizes and instructs each person or entity to furnish, share or make accessible the Financial Information to RRL. Nothing contained in this Agreement, or any Contract shall obligate RRL to rent or extend credit to Customer or any Guarantor.

5. Customer acknowledges that Customer has special skill and knowledge in the selection and use of the Item(s) and expressly disclaims any reliance upon any statements or representations made or to be made by RRL, its agents or employees regarding the same. Customer acknowledges that it is the Customer's responsibility to comply with all manufacturers' instructions and warnings pertaining to the Item(s) (or any of them), and Customer expressly disclaims any reliance upon any statements or representations made by RRL or any of its agents or employees regarding the same.

6. Customer represents and warrants that Customer and all parties who will have access to the Item(s) purchased and/or rented from RRL are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control or any other denied persons list maintained by any U.S. government agency and agrees to notify RRL if any of such persons become listed. For information regarding the SDN list go to <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx> and to [www.bis.doc.gov](http://www.bis.doc.gov) for information on other denied parties lists and U.S. export restrictions.

7. **Customer authorizes each of its employees, agents and representatives (including without limitation, drivers and delivery personnel) to sign any and all Contracts, Addenda and other documents, instruments and agreements presented by RRL, and Customer agrees to honor and be bound by all of the terms thereof (excepting only Contract(s) executed by such person(s) whose authority to do so has been revoked by written notice from Customer delivered to and received by RRL prior to such execution). If Customer or any such employees or representatives request that RRL deliver or drop off any Item(s) and/or other personal property, Customer authorizes RRL to leave the subject item(s) at the designated delivery site, whether or not Customer and/or Customer's representative is/are present.** From and after said delivery, Customer will be solely responsible for any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from or associated with any Item(s) and/or other personal property, including without limitation, any use, misuse, contamination, loss and/or damage of/to the same, as well as any personal and/or bodily injury(ies) (including death) and/or property damage arising therefrom and/or in connection therewith (including without limitation, any attempted or actual use, operation, movement, storage, maintenance and/or repair of such Item(s) and/or other personal property).

8. If: (a) you or any Guarantor: (i) fail to fully and timely honor, pay, perform or comply with any provision of this Agreement, any Contract and/or any Addendum included therewith; (ii) provide any incorrect or misleading information to RRL; (iii) become insolvent; or (iv) die or cease conducting business; (b) any Item(s) shall be lost, damaged or destroyed; or (c) more than 25% of the equity and/or voting interest(s) in Customer shall be transferred without the prior written approval of RRL, you will be in default hereunder (a "Default"), whereupon, in addition to any other rights and/or remedies available under any other Contract or Addendum, RRL may with or without notice or legal process (and without liability to you), to the maximum extent permitted under applicable law: (A) terminate this Agreement and/or any Contract(s); (B) seek relief from stay; (C) recover, empty, lock and/or disable the Item(s) without being guilty of breach, trespass, wrongful interference or other transgression (for which you hereby agree to indemnify, defend and hold harmless RRL, its agents and employees); (D) perform your obligations hereunder on your behalf, without being obligated to do so; (E) purchase replacement Item(s); (F) recover from you and/or any Guarantor our associated direct and indirect damages, losses, costs and expenses (including attorneys' fees and costs); and/or (G) pursue any other rights and/or remedies available hereunder and/or under any other Contract(s), at law and/or in equity, all of which shall be cumulative. For these purposes, attorneys' fees of 40% of the total of all amount(s) due and coming due, but remaining unpaid, will be deemed reasonable. Neither RRL's exercise, nor its failure or delay in the exercise, any rights and/or remedies hereunder or in connection herewith will constitute a waiver of any right or remedy RRL may have.

9. From and after the date of any Default, all amounts due from Customer to RRL will bear interest at the lesser of: (a) 18% per annum (1.5% per month); or (b) the highest rate permitted under applicable law, until paid. Customer shall pay RRL the maximum fee(s) permitted under applicable law for any check returned unpaid or any debit or credit card charge hereunder which is declined, charged back, reduced, or reversed.

10. This Agreement, together with the applicable Contract(s) and any Exhibit(s) and/or Addenda signed and/or provided by RRL, represent(s) the entire agreement between Customer and RRL, superseding all other oral and written agreements and representations. This Agreement is not transferable or assignable without the prior written consent of RRL. The terms of this Agreement are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Agreement will remain valid and enforceable. This Agreement shall be interpreted under the laws of Texas, and proper venue for all associated civil legal proceedings shall lie solely in the State and County nearest to the RRL facility where Customer obtained the Item(s), and/or services. You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. **YOU WAIVE YOUR RIGHT TO TRIAL BY JURY.**

11. Bank and trade reference(s) are hereby authorized by Customer and each Guarantor (if any) to disclose to RRL and its designee(s) (and any assignee or potential assignee thereof), any and all information normally released to a prospective creditor, including: length of time any account has been active, average monthly balances, how the account has been handled, and details of any rental and/or lending relationship(s). Digital, electronic, photocopied, facsimiled and emailed signature(s) of Customer and any and all Guarantor(s) appearing hereon will be deemed originals for all purposes. Customer and each Guarantor waive(s) its/their right to a jury trial and to file a counterclaim, and consent(s) to jurisdiction and venue in the federal, state, and local courts located in or nearest to the venue identified in Section 10. Customer and each Guarantor (if any) agree(s) to promptly, and at its/their sole cost, take such additional actions, and execute, deliver and/or file of public record (as applicable) such additional documents and instruments as may be requested by RRL from time to time in order to give full effect to the terms of this Agreement and any one or more Contract(s).

12. **GUARANTY:** If and only if the "Guaranty" on Page 1 is signed, the following terms shall apply: Each person or entity ("Guarantor") signing P.1 of this Agreement, for and in consideration of RRL's agreement to extend credit to the Customer at Guarantor's request, **hereby guarantees the full and prompt payment and performance of all obligations of the Customer owing to RRL** (including without limitation, all amounts due and coming due under each Contract, and all interest, attorneys' fees and other charges now or hereafter owing thereunder and/or in connection therewith) and waives presentment, demand, notice of acceptance, modification, extension, renewal, non-payment, default, homestead exemption(s), dishonor, diligence, maturity, protest and notice of protest, and consents without notice, to any extension(s) of time or increase(s) in the amount of the credit made available by RRL to Customer. Each Guarantor acknowledges the obligations of the Customer arising under and/or in connection with the Contract(s) and agrees to hold a portion of all payments received in connection with Customer's use of the Item(s) sufficient to fully satisfy all amounts due and coming due to RRL under and/or in connection with such Contract(s) **in trust** for the sole benefit of RRL. Accordingly, Customer and each Guarantor agree to act as fiduciaries for such payment to RRL and agree that Customer shall not use said funds for any other purpose. Customer and each Guarantor further agree that any failure to hold such funds in trust for RRL shall create a debt which is not dischargeable in bankruptcy, and which shall be an exception to discharge pursuant to the terms of 11 USC § 523(a)(2), (4) and (6) (and any successor provision(s)). RRL shall not be required to exhaust any other remedies against Customer or any other party before seeking recovery from any Guarantor(s) (each of whom shall be jointly and severally liable to RRL for all of Customer's liabilities and obligations to RRL). This guaranty is coupled with an interest, is intended to be a continuing guaranty of payment and performance (and not merely of collection) and shall continue as to all new indebtedness incurred by or for the benefit of the Customer, unless and until a written notice is sent by any Guarantor to, and received by, RRL, via certified mail-return receipt requested, declaring that this Guaranty has been terminated by such Guarantor.