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|  Credit Application**Payment Remit to Address:**PO Box 750963Houston, TX 77075 |
| To National Trench Safety, LLC its subsidiaries and affiliates (collectively, “NTS, NTS Mikedon, LLC”): for the purpose of establishing credit with NTS, the undersigned Applicant furnishes the following information. Applicant represents and warrants said informationis a true and correct statement of its financial condition. |
| **Branch Name**  | **Salesman Name**  |
| **Applicant Information** |
| Legal Company Name  | Estimated $ of Sale or Rental  |
| Bill to Address  | Attn  | City  | State/Zip  |
| Street Address  | City  | State/Zip  |
| Telephone No  | Fax No  | Years in Business  |
| AP Contact Name  | Email  | Phone  | Fax No  |
| Business Type; (Corp., LP, LLC, Sole Prop.)  | Contractor Lic. No / Tax ID  |
| **Owners/Officers** |
| Name  | Title  | SSN  | Drivers License #  |
| Home address  | City  | State/Zip  |
| Name  | Title  | SSN  | Drivers License #  |
| Home Address  | City  | State/Zip  |
| **Industrial Credit References** |
| Company Name  | Telephone No  | Fax No  |
| Company Name  | Telephone No  | Fax No  |
| Company Name  | Telephone No  | Fax No  |
| Company Name  | Telephone No  | Fax No  |
| **Bank Reference** |
| Bank Name  | Account No  |
| Contact Name  | Telephone No  | Fax No  |
| Bank Name  | Account No  |
| Contact Name  | Telephone No  | Fax No  |

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| **Information** |
| Do you require a purchase order on each invoice? | **Select Yes or No**  |
| Do you require a monthly statement? | **Select Yes or No**  |
| If exempt for Sales & Use taxes, please include your **Tax Exempt Certificate** or **Direct Pay Permit** with your credit application |
| Include your **Company Certificate of Insurance** if renting equipment |
| Notes:  |

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| --- | --- | --- | --- |
| **NTS use only:****Date** | **Credit Manager** | **Account Number** | **Limit** |

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| **Credit Terms** |
| 1. Rental Invoices are Due and Payable upon receipt. Sale Invoices are Due and Payable within 30 days of invoice date
2. Any account with a delinquent balance may be placed on “credit hold” and any equipment on rent may be picked up without notice
3. NTS files preliminary notices, pre-liens, and mechanics liens whenever necessary or required by law. This is a Company policy and is not a reflection of your credit standing
4. NTS files UCC1 (Uniform Commercial Code) on sales exceeding $ 10k
5. For each delinquent account, customer agrees to pay a monthly service charge equal to the highest annual percentage rate allowed by law
6. Customer agrees to pay reasonable attorney fees, collection costs, and court costs incurred by NTS in enforcing these terms and conditions
7. Customer authorizes NTS to obtain credit reports, and bank references for the purposes of determining the extension or continuation of credit to the Customer
8. Each Rental and or Sale Agreement, its terms and conditions and other written agreements related thereto are incorporated herein by reference and together with this Application form the entire Agreement
9. A Loss/Accidental Damage Waiver fee equal to 14% of rental charges will be included on all rental invoices. This fee is not insurance and only covers certain claims for loss or accidental damage to covered equipment that occurs during normal and careful use of the equipment. For more information or to opt out of the Loss/Damage Waiver Plan, contact NTS’s credit department at 832-200-0988 or by email at accountsreceivable@ntsafety.com

Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns, and/or acquirers, including any entity which acquires, merges with, or obtains control of the Customer.The undersigned warrants that all information is correct, has read, accepted, and agrees to be bound by all of the terms set forth in this document and in each rental contract entered into the by undersigned or his agents. It is understood and agreed that the undersigned specifically consents to NTS investigating the applicant’s credit history and may utilize credit reporting services for information on the undersigned. Facsimile copies and electronic signed documents will be treated as originals.The Federal Equal Credit Opportunity Act/Regulation B prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all of part of the applicant’s income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, D.C. 20580. |
| **Electronic Signature for Credit Terms** |
| For those submitting this credit application via e-mail, type your name on the signature line and check the box beside “I Agree.” This is your electronic signature. By doing so you agree that you have reviewed the **NTS Credit Application** and agree to the information contained herein. |
| Company officer and title  |  I agree | Date  |

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| **CONTINUING Personal Guarantee and Consent to Obtain a Consumer Credit Report** |
| The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applican t, hereby consents to and authorizes the use of a consumer credit report on the undersigned by NTS from time to time as may be needed, in the credit evaluation process. Each and all the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns, and/or acquirers, including any entity which acquires, merges with, or obtain control of the CompanyThe undersigned hereby unconditionally guarantee(s) the full and prompt payment to NTS when due all indebtedness, obligations, and liabilities of the Customer named in the credit application, including all amounts now owing and arising in the future, and including any interest, attorney fees, and collection and court costs. The undersigned agrees to be personally bound by all terms of this credit application. This guarantee shall continue in force until notice in writing sent by certified mail, returned receipt requested, is received by NTS. This notice shall specify the date of termination, not to be less than seven (7) days after the notice and shall not affect any charges for transactions with the Customer that were entered into prior to the termination date. |
| **Electronic Signature for the Continuing Personal Guarantee and Consent to Obtain a Consumer Credit Report** |
| For those submitting this credit application via e-mail, type your name on the signature line and check the box beside “I Agree.” This is your electronic signature. By doing so you agree that you have reviewed the **Continuing Personal Guarantee and Consent to Obtain a Consumer Credit Report** of this credit application and agree to the information contained herein. |
|  Signature of applicant  |  Printed Name  | I agreesss |  Date  |
|  Name of Witness  |  Printed Name  | I agree |  Date  |

Project Information Sheet

(Information is required on all Rental Contracts)

**Customer Name**

**& No**  Est Completion Date

**Project Name & No**

**Project Address**

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| Customer Tier: | General | Sub-contractor | 3rd Tier Sub-contractor |  |
| Job Type: | Private | Public | Federal | Residential |

**Property Owner**

**Address**

**Contact Person**

**Phone/Fax**

**General Contractor**

**Address Contact Person Phone/Fax**

**Sub Contractor**

**Address**

**Contact Person**

**Phone/Fax**

**Bond Co & No**

**Address**

**Contact Person**

**Phone/Fax**