

# **Credit Application**

Payment Remit to Address: PO Box 51373 Los Angeles, CA 90051-5673

To National Trench Safety, Inc., its subsidiaries and affiliates (collectively, "NTS"): for the purpose of establishing credit with NTS, the undersigned Applicant furnishes the following information. Applicant represents and warrants said information is a true and correct statement of its financial condition.

statement of its fina	ncial condition.							
Branch Name		Salesman Name						
Applicant Informa	tion							
Legal Company Name				Estimated \$ of Sale or Rental				
Bill to Address Attn			Attn		City		State/Zip	
Street Address				City		State/Zip		
Telephone No		Fax No			Years in Business			
AP Contact Name		Email		Pho	one		Fax No	
Business Type; (Corp., LP, LLC, Sole Prop.)				Contractor Lic. No / Tax ID				
Owners/Officers								
Name	Title		SS	N	Driv	vers License #		
Home address				City		State/Zip		
Name		Title		SS	SSN [		Drivers License #	
Home Address				City		State/Zip		
Industrial Credit R	eferences							
Company Name			Tel	Telephone No		Fax No		
Company Name			Tel	Telephone No		Fax No		
Company Name			Tel	Telephone No		Fax No		
Company Name			Tel	Telephone No Fax No		Fax No		
Bank Reference								
Bank Name					Account No			
Contact Name			Tel	ephone No		Fax No		
Bank Name				Account No				
Contact Name			Tel	Telephone No		Fax No		
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 you	r Tax Exempt C	ertificate	or Direct Pay Permit with	n your	credit application	
Include your Compa	any Certificate of Ins	urance if ren	ting equipment					
Notes:								
NTS use only: Date	Credit Manager			Acc	count Number		Limit	

#### **Credit Terms**

**Electronic Signature for Credit Terms** 

- 1.Rental Invoices are Due and Payable upon receipt. Sale Invoices are Due and Payable within 30 days of invoice date for credit customers and Due and Payable upon receipt for customers not extended credit.
- 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 not a reflection of your credit standing.
- 4.NTS reserves the right to file 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 16% 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.
- 10. Customer agrees to pay a 3% processing fee on all payments made by credit card, except for those in Colorado which will have a processing fee of 2%. The credit card processing fee does not apply in Connecticut, Massachusetts, or Puerto Rico.

Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit 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.

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 agre- contained herein.	e that you have reviewed the NTS Credi	it Application and	agree to the information	
Company officer and title	agree	Date		
CONTINUING Personal Guarantee and Conse	nt to Obtain a Consumer Credit Repo	rt		
The undersigned individual who is either a princip that his or her individual credit history may be a fauthorizes the use of a consumer credit report or evaluation process. Each and all the covenants, inure to the benefit of the parties hereto and, to the successors and assigns, and/or acquirers, include	pal of the credit applicant or the sole pro actor in the evaluation of the credit histo the undersigned by NTS from time to ti terms, provisions, and agreements here he extent permitted by this Agreement, t	prietor of the cred ry of the applican ime as may be ne in contained shall heir respective he	t, hereby consents to and eded, in the credit be binding upon and eirs, legal representatives,	
The 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 and its successors and assigns, 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 Perso	nal Guarantee and Consent to Obtair	n a Consumer Cr	edit Report	
For those submitting this credit application via e-is your electronic signature. By doing so, you agr a Consumer Credit Report of this credit application	ee that you have reviewed the Continuir	ng Personal Guara		
Signature of applicant	Printed Name	☐ I agree	Date	
Name of Witness	Printed Name	☐ I agree	Date	



## **Project Information Sheet**

(Information is required on all Rental Contracts)

Company Name				
Customer Number Estimated Monthly Rental Amount				
Project Name & Number				
Project Start & End Dates				
Project Address				
Customer Tier:	☐ General	☐ Sub-contractor	☐ 3 <sup>rd</sup> Tier Sub-contracto	or
Job Type:	□ Private	□ Public	□ Federal	☐ Residential
Property Owner				
Address				
Contact Person				
Phone & E-mail				
General Contractor				
Address				
Contact Person				
Phone & E-mail				
Sub-Contractor				
Address				
Contact Person				
Phone & E-mail				
Bond Company				
Payment Bond No.				
Address				
Contact Person				
Phone & E-mail				



### **CREDIT CARD AUTHORIZATION FORM**

#### **Billing Information**

Company Name:	
Account No.:	
Billing Address:	
Phone No.:	
Email Address:	
	Credit Card Information
Cardholder Name:	
Card Number:	
Expiration Date:	
CVV Number:	
RECURRING CREDIT C	ARD PAYMENT AUTHORIZATION:
process payments for regularly of understand and agree that I wi invoice cycle billing period. A reprovided above, and the charge be provided for cycle billed invofrom the customer, in writing, equipment has been returned acceptable alternate means cauthorization will be valid until t is provided and all equipment available for NTS pick-up, where account information at least tento provide accurate, up-to-date immediate termination of my rel	eceipt, I hereby authorize National Trench Safety, Inc. ("NTS") to cycle billed invoices every 28 days to the above listed credit card. Il be charged the amount of the account's open balance for each ceipt for each transaction will be sent to me at the email address will appear on my credit card statement. No prior notification will ices. Charges will continue until and unless NTS receives notice cancelling the recurring payment authorization and, unless all and there is no outstanding account balance, providing an of recurring payment. No request to cancel this credit card he latter of an acceptable alternate means of recurring payment has been called off-rent and either returned to NTS or made applicable. I agree to notify NTS in writing of any change in my (10) days prior to the next billing date. I understand that my failure account information or a declined payment may result in the notal rights without terminating my obligations under NTS's rental and that I will be charged a credit card processing fee of 3%.*
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**COMPLETE AND RETURN TO: creditcardprocessing@ntsafety.com** 

260 N Sam Houston Pkwy E Ste 200, Houston, Texas 77060 Tele: (832) 200-0988

\*For Customers located in Colorado, the credit card processing fee is 2%. The credit card processing fee does not apply in Connecticut, Massachusetts, or Puerto Rico.

(cardholder's signature)