

Payment Remit to Address: PO Box 51373

Los Angeles, CA 90051-5673

To National Trench Safety, Inc., and 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.

Applicant Information Legal Company Name AP Contact Name Bill to Address Physical Address (NO PO BOXES) Phone Owners/Officers Name Title Home address Name Industrial Credit References Company Name				
AP Contact Name Bill to Address Physical Address (NO PO BOXES) Phone Owners/Officers Name Home address Name Title Home Address Industrial Credit References				
Bill to Address Physical Address (NO PO BOXES) Phone Owners/Officers Name Title Home address Name Title Home Address Industrial Credit References	Estimated \$ of S	Estimated \$ of Sale or Rental		
Physical Address (NO PO BOXES)PhoneOwners/OfficersNameTitleHome addressNameTitleHome AddressIndustrial Credit References	Years in Busines	Years in Business		
(NO PO BOXES) Phone Owners/Officers Name Title Home address Name Title Home Address Industrial Credit References	Entity Type (Cor	Entity Type (Corp, LLC, Sole Prop)		
(NO PO BOXES) Phone Owners/Officers Name Title Home address Name Title Home Address Industrial Credit References	Business Email	Business Email		
Phone Owners/Officers Name Title Home address Name Title Home Address Industrial Credit References	AP Email	AP Email		
Owners/OfficersNameTitleHome addressTitleNameTitleHome AddressIndustrial Credit References	Contractor Lic. N	Contractor Lic. No.		
NameTitleHome addressTitleNameTitleHome AddressIndustrial Credit References	EIN			
Home address Name Title Home Address Industrial Credit References				
Name Title Home Address Industrial Credit References	SSN	Drivers License #		
Home Address Industrial Credit References	City	State/Zip		
Industrial Credit References	SSN	Drivers License #		
	City	State/Zip		
Company Name				
	Phone	Email		
Company Name	Phone	Email		
Company Name	Phone	Email		
Company Name	Phone	Email		
Bank Reference				
Bank Name	Account No.	Account No.		
Contact Name	Phone	Email		
Bank Name	Account No.	Account No.		
Contact Name	Phone	Email		
Information	·	· · · · · ·		

Do you require a purchase order on each invoice? Yes

Do you require a monthly statement? Yes

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.

No

Notes:

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

Credit Terms

- 1. Rental Invoices are Due and Payable upon receipt. Sale Invoices are Due and Payable within 30 days of invoice date.
- Payments received may be applied to oldest outstanding invoices unless a detailed remittance advice indicating otherwise is provided to NTS within 2 weeks of payment.
- 3. Any account with a delinquent balance may be placed on "credit hold" and any equipment on rent may be picked up without notice.
- 4. 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.
- 5. NTS files UCC1 (Uniform Commercial Code) on sales exceeding \$10,000.
- 6. For each delinquent account, Customer agrees to pay a monthly service charge equal to the highest annual percentage rate allowed by law.
- 7. Customer agrees to pay reasonable attorney fees, collection costs, and court costs incurred by NTS in enforcing these terms and conditions.
- Customer authorizes NTS to obtain credit reports and bank references for the purposes of determining the extension or continuation of credit to the Customer.
- 9. Each Rental or Sale Agreement, its terms and conditions, and any other written agreements related thereto are incorporated herein by reference and together with this Credit Application form the entire agreement between NTS and the Customer.
- 10. 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 damagewaiver@ntsafety.com.
- 11. To the extent permitted by law, on all credit card transactions, NTS imposes and Customer agrees to pay a surcharge of 3%, which is not greater than NTS's cost to accept credit cards. No surcharge will be applied to debit card transactions.

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, including any entity which acquires, merges with, or obtains control of the Customer.

The undersigned warrants that all information is correct, that the Applicant 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 by the Applicant or its agents. It is understood and agreed that the undersigned specifically consents to NTS investigating the Applicant's credit history, and that NTS 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, and 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.

Date

Company officer and title I agree

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 Applicant, 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.

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to NTS when due all indebtedness, obligations, and liabilities of the Applicant, 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. Upon such notice, NTS reserves the right to rescind credit until and unless a new personal guarantee is provided.

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	l agree	Date
Name of Witness	Printed Name	l agree	Date



			NTS BRANCH:		
Customer Nam					
& No				Est Completion Date	
Project Name &	& No				
Project Addres	SS				
Customer Tier:	General	Sub-contractor	Sub-contractor 3rd Tier Sub-contractor		
Job Type:	Private	Public	Federal	Residential	
Property Owne Address	er				
Contact Person	n				
Phone/Email					
General Contra	actor				
Address					
Contact Person	n				
Phone/Email					
Subcontractor					
Address					
Contact Perso	n				
Phone/Email					
Bond Co & No					
Address					
Contact Perso	on				
Phone/Email					



CREDIT CARD AUTHORIZATION FORM

Billing Information

Company Name:			
Account No.:			
Billing Address:			
Phone No.:			
Email Address:			
	С	redit Card Information	
Cardholder Name:			
Card Number:			
Expiration Date:	CV Number:		
Please select one:	<u>Debit</u>	<u>Credit</u>	

*Please note there is a 3% convenience fee for credit cards.

RECURRING CREDIT CARD PAYMENT AUTHORIZATION:

With terms of Net Due Upon Receipt, I hereby authorize National Trench Safety, Inc. ("NTS") to process payments for regularly cycle billed invoices every 28 days to the above listed credit card. I understand and agree that I will be charged the amount of the account's open balance for each invoice cycle billing period. A receipt for each transaction will be sent to me at the email address provided above, and the charge will appear on my credit card statement. No prior notification will be provided for cycle billed invoices. Charges will continue until and unless NTS receives notice from the customer, in writing, canceling the recurring payment authorization and, unless all equipment has been returned and there is no outstanding account balance, providing an acceptable alternate means of recurring payment. No request to cancel this credit card authorization will be valid until the latter of an acceptable alternate means of recurring payment is provided and all equipment has been called off-rent and either returned to NTS or made available for NTS pick-up, where applicable. I agree to notify NTS in writing of any change in my account information at least ten (10) days prior to the next billing date. I understand that my failure to provide accurate, up-to-date account information or a declined payment may result in the immediate termination of my rental rights without terminating my obligations under NTS's rental terms and conditions. To the extent permitted by law, NTS imposes a surcharge of 3% on all Credit Card transactions, which is not greater than NTS's cost of acceptance. NTS does not surcharge debit cards. I understand and I agree that I will be charged a 3% surcharge on all payments made by credit card.

Signature: _____

(cardholder's signature)

Date: _____

COMPLETE AND RETURN TO: creditcardprocessing@ntsafety.com

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