

- ☐ Corporation
- ☐ Individual
- ☐ Partnership
- ☐ Sole Proprietorship

APPLICATION FOR CREDIT

NAME OF BUSINESS OR INDIVIDUAL ("Customer"):_____

MAILING ADDRESS: _____

SHIPPING ADDRESS:_____

PHONE #:_____ FAX #:_____ AP CONTACT_____

YEARS IN BUSINESS:_____ COUNTY/PARISH:_____ EMAIL_____

INDUSTRY (check one only):

- ☐ Commercial Construction
- ☐ Commercial Non-Construction
- ☐ Environmental
- ☐ Food & Beverage
- ☐ Industrial Contractors
- ☐ Manufacturing
- ☐ Medical
- ☐ Mining
- ☐ Municipal
- ☐ Oilfield
- ☐ Petrochemical
- ☐ Pulp & Paper
- ☐ Utilities
- ☐ Other

PRINCIPALS OF COMPANY

NAME TITLE

NAME TITLE

CREDIT REFERENCES

COMPANY ADDRESS PHONE EMAIL (required)

COMPANY ADDRESS PHONE EMAIL (required)

COMPANY ADDRESS PHONE EMAIL (required)

COMPANY ADDRESS PHONE EMAIL (required)

BANKING INFORMATION

BANK NAME ADDRESS PHONE

ACCOUNT # BANK OFFICER YEARS AT BANK

TAXABLE? YES____NO____ TAX-EXEMPTION #_____(Tax Certificate must be submitted with application for each state doing business for exemption.)

IS PURCHASE ORDER REQUIRED? YES____NO_____INVOICE SUBMITTAL METHOD: Email ☐ Mail ☐ TO_____

The above information is for the purpose of obtaining credit and is warranted to be true and correct. Customer, as identified above, hereby authorizes Crenshaw Enterprises, Ltd. d/b/a Tiger Industrial Rentals and its agents and representatives to obtain reports regarding the creditworthiness of Customer, including a "Consumer Report," as defined under the Fair Credit Reporting Act, and to investigate the references listed above regarding Customer's financial responsibility and creditworthiness. Customer authorizes its creditors and financial institutions to release said credit information. Customer acknowledges the receipt of the accompanying terms and conditions of all credit sales to Customer. Customer hereby agrees to such terms and conditions and will make payment to Tiger in accordance with these terms and conditions. **Payment terms – net 30 days**.

_____ _____

DATE OFFICERS SIGNATURE & TITLE

Please submit credit application to our Credit Department: tigerind.cs@modernusa.com
Please also cc our Credit Manager: Tabatha.bach@tigerrentals.com

Account Agreement and Terms

The Customer identified on the Application for Credit and below hereby acknowledges and agrees to the following terms and conditions for all sales or rentals (collectively and singularly, "Sales") on account with Crenshaw Enterprises, Ltd. d/b/a Tiger Industrial Rentals (Tiger):

1. This Account Agreement and Terms ("Agreement") supersedes, with respect to sales or rentals made subsequent to the execution of this Agreement by Customer, any prior contract, agreement or understanding governing the extension of credit by Tiger to the Customer or the payment and security therefore of amounts due to Tiger by Customer. Sales by Tiger to Customer made subsequent to the execution of this application and Agreement by Customer shall be governed by this Agreement. In the event that any term or condition of a Sale conflicts with any provision of this Agreement, this Agreement shall control.
2. The acceptance of Customer's Application for Credit or this Agreement shall not create any obligation on the part of Tiger to provide any goods or services to Customer.
3. On all rental Sales, rent begins to accrue on the date of delivery and will continue to accrue until the rental equipment is returned to Tiger. In the event any rental equipment is lost for any reason or damaged beyond repair, Customer shall be indebted to Tiger for the replacement cost of such equipment plus additional rent accrued through the date Tiger is paid the replacement cost of the equipment.
3. If credit is extended, Customer agrees to pay Tiger's invoices for each Sale in full within thirty (30) days from the date of invoice. Customer will make payment to Tiger at PO BOX 790 Beaumont, Jefferson County, TX 77704-0790 or in such other location as Tiger may designate in writing, including any remittance address on an invoice, which are hereby incorporated by reference.
4. Customer agrees to pay interest to Tiger on any overdue amount at a rate of 1.5% per month or the maximum amount allowed by the law governing this Agreement, whichever is less, until the principal overdue balance is paid in full. Payments will be applied in the following order: (i) first to accrued and unpaid interest; (ii) then to the invoices designated for payment on Customer's payment remittance advice; (iii) if no remittance advice is provided with payment, then to invoices in the order of oldest to newest; (iv) and then to any other amounts due.
5. Customer shall fully reimburse Tiger for all expenses (including but not limited to attorneys' fees, collection agency fees, court costs, and repossession expenses) incurred by Tiger in connection with the collection or enforcement of any indebtedness of Customer.
6. Customer agrees to furnish promptly to Tiger all information regarding the location(s), including well sites, where Customer may use Tiger's equipment and further provide the identity of the owners or operators of such locations or well sites, the identity and contact information of any primary contractor with such owner or operator and such other and further information that may be needed or requested by Tiger to determine the location of its equipment or to perfect a lien under applicable laws.
7. **This Agreement shall be governed and construed by the laws of the State of Texas. Customer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of applicable subject matter jurisdiction for any and all litigation arising out of or related to this Agreement or the enforcement of any indebtedness Customer owes Tiger.** If any provision or any part of any provision of this Agreement or the application thereof is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.
8. Customer hereby waives the right to a jury trial of any or all claims or disputes which may arise after in connection with this Agreement or any Sale between Customer and Tiger.
9. The terms of this Agreement may be revised or supplemented from time to time by Tiger sending the Customer notice of such changes at Customer's mailing address identified on the Application for Credit or such other address as Customer may designate in writing, and it will be presumed that Customer has received any such notice properly addressed and mailed to such address. Any Sale subsequent to the effective date of such changes or supplementations will be governed thereby and will be deemed Customer's acceptance of such changes or supplementations unless Customer gives written notice to Tiger of its objection to such changes or supplementations prior to any such Sale.
10. Tiger does not guarantee or promise a particular amount of credit or a duration of time for which credit may be extended to Customer. Tiger may in its sole discretion, upon notice to Customer, extend, reduce or terminate the amount of credit offered to Customer. Tiger further reserves the right to require all Sales to be paid in advance or require a deposit in an amount to be determined in Tiger's sole discretion. Tiger may apply the deposit against any amounts owed to Tiger by Customer and not timely paid, including the costs to refuel, clean, repair or replace any rental equipment not returned to Tiger in accordance with the rental terms and conditions. If the deposit has not been exhausted after the deposit has been applied, Tiger will refund the deposit balance to Customer.

NAME OF BUSINESS OR INDIVIDUAL ("Customer"): _____

By: _____ _____ _____ _____
Signature Title Printed Name Date

The undersigned individual who is either a principal of the credit applicant or a sole proprietor 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 Tiger Industrial Rentals from time to time as may be needed, in the credit evaluation process.

_____ _____ _____ _____
Name (Please Print) Social Security No. Signature Date

Guaranty

In consideration of the extension of credit to the applicant named herein, the undersigned (hereafter referred to as "Guarantor," whether one or more), jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by Customer identified above and in the Application for Credit to Tiger. This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. Tiger shall not be required to exhaust any remedies against Customer prior to exercising rights granted hereby and may seek payment from Guarantor separately or concurrently with Customer or any other Guarantor.

Guarantor hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Tiger to Customer; (b) presentment and demand for paying of any indebtedness of Customer; (c) protest and notice of dishonor or default to Guarantor with respect to any indebtedness of the Customer; (d) all other notices to which Guarantor might otherwise be entitled; (e) any demand for payment under this Guaranty; and (f) all set-offs and counterclaims.

This is a guaranty of payment and not for collection and Guarantor further waives any right to require that any action be brought against Customer or any other person or to require that resort be had to any security. Guarantor agrees that, on demand, Guarantor will reimburse Tiger, for all expenses (including but not limited to attorneys, court costs, and costs of repossession) incurred by Tiger in connection with the enforcement or collection of any indebtedness of Customer or the enforcement of this Guaranty.

Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Guaranty and the extension of credit to Customer, hereby consents to and authorizes Tiger and its agents or representatives to obtain and use a consumer credit report pertaining to Guarantor, from time to time as may be needed, in the credit evaluation process.

This Guaranty shall be governed and construed by the laws of the State of Texas. Guarantor hereby irrevocably consents to the personal jurisdiction of the state and federal courts of applicable subject matter jurisdiction for any and all litigation arising out of or related to this Guaranty. If any provision or part of any provision of this Guaranty is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision, or part thereof, as the case may be, shall be deemed null and void, but without invalidating the remaining provisions hereof or the remaining part of such, which will remain valid and enforceable to the fullest extent. Guarantor hereby waives the right to a jury trial of any or all claims or disputes which may arise in connection with this Guaranty.

Guarantor further acknowledges and represents that any titles written near his or her signature below are merely intended to clarify the individual's position with the Customer and in no way is intended to limit or cancel the personal nature of this Guaranty.

GUARANTOR:

_____ _____
Name (Please print) Social Security No.

_____ _____
Signature Date

_____ _____
Witness Date

GUARANTOR:

_____ _____
Name (Please print) Social Security No.

_____ _____
Signature Date

_____ _____
Witness Date