

For Branch Use Only: <input type="radio"/> New Customer <input type="radio"/> Reactivation Customer No. _____	<h2 style="margin:0;">Texas Ground Up Rental, LLC</h2> <h3 style="margin:0;">Credit Application</h3>	For Branch Use Only: Branch No. _____ Sales Rep. No. _____
Confidential Credit Information		
State Where Registered Or Incorporated:	Length of time in business	If Business is less than one (1) year, please provide a personal guaranty from an owner or an officer. All applicants must submit Copy of Driver's License of Authorized Signer/Signature.
Business Type <input type="radio"/> Corporation <input type="radio"/> Government <input type="radio"/> Non-Profit <input type="radio"/> Limited Liability Co. <input type="radio"/> Sole Proprietor / Partnership		
Company Web Site	DNBi # (if known) BIN # (if known)	
Business Name	Doing Business As (Optional)	
Physical Address		
City _____ State _____ Zip Code _____		
Billing Address		
City _____ State _____ Zip Code _____		
Primary Contact	Telephone (Include Area Code)	Fax (Include Area Code)
Primary Contact Email	Telephone (Include Area Code)	Fax (Include Area Code)
AP Contact	AP Email	
Online & Mobile Auto-Enrollment <input type="radio"/> Opt Out		Portal Billing (Instructions Required) <input type="radio"/> YES Receive Emailed Invoices and Statements <input type="radio"/> YES
ProControl Admin. Email	ProControl Admin. Name	
Purchase Order Required <input type="radio"/> YES	Tax Exemption Certificate <input type="radio"/> YES	Certificate Of Insurance <input type="radio"/> YES Email to: zach@texasgroundup.us Attached with criteria below.
Job Name/Number Required <input type="radio"/> YES	Certificates of Exemption must be reviewed and validated by Texas Ground Up Rental, LLC Tax Department prior to rental.	Certificate of Insurance must be provided to prove coverage for rented or leased equipment with a limit high enough to cover all equipment at any point in time, or optional Rental Protection Plan (RPP) will be charged on each rental contract. Texas Ground Up Rental, LLC. must be listed as Certificate Holder.
Special Billing Instructions (attach instructions) <input type="radio"/> YES		
Credit Application and Agreement		
<p>The applicant identified above ("Applicant") hereby enters into this Credit Application and Agreement ("Credit Agreement") with Texas Ground Up Rental, LLC. ("Texas Ground Up"). Applicant hereby applies to Texas Ground Up for credit, specifically consents to Texas Ground Up investigating Applicant's credit history, and authorizes the release of Applicant's bank account information. Texas Ground Up will use the information provided by Applicant in this form, the information learned in Herc's investigation of Applicant's credit history, and the Applicant's bank information for the purposes of determining whether to grant credit to the Applicant, granting such credit, administering and servicing such credit account (if created), communicating with the Applicant, and exercising and enforcing its rights and performing its obligations under this Credit Agreement, the guaranty attached hereto, and the Rental Agreement Terms and Conditions. The approval by Texas Ground Up of an application shall not create any obligation on the part of Texas Ground Up to rent equipment to the undersigned or to extend credit to the undersigned in connection with any such rental. The undersigned warrants and represents that any credit which may be extended upon the acceptance of this application shall only be used in connection with a rental of equipment for a business purpose and not in connection with the rental of equipment for a personal or household use. If credit is extended, Applicant acknowledges that Texas Ground Up credit terms are payment in full net fifteen (15) or within contractual terms. If Applicant fails to timely pay an invoice, Applicant agrees to pay a service charge to Texas Ground Up on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and also agrees to pay Texas Ground Up collection costs and/or attorney's fees. If payment is returned for any reason, customer agrees to pay \$25.00 for each such occurrence and acknowledges that the credit terms may be changed to COD, in addition to all other legal remedies available to Texas Ground Up. Any disputed invoices must be brought to the attention in writing of Texas Ground Up within fifteen (15) days of receipt or the invoices are deemed correct and undisputed. At the discretion of Texas Ground Up any account with a delinquent balance may be placed on a cash basis at any time, and Texas Ground Up may pick up the equipment without notice to Applicant. Applicant understands that the Rental Protection Plan (RPP) requires that in the event of loss or damage to the equipment Applicant is required to cooperate with Texas Ground Up investigation of any incident involving the Equipment and complete an RPP Incident Report and or obtain any required police report. Under RPP the Applicant agrees to pay the minimum equipment repair or replacement cost. If the Applicant elects to maintain insurance coverage, and the certificate of insurance provided to Texas Ground Up to evidence insurance coverage expires or is unacceptable to Texas Ground Up then Applicant agrees Texas Ground Up may charge RPP for rentals until such time as Applicant provides an acceptable and valid Certificate of Insurance. Applicant further understands that on delivered equipment that Applicant will contact Texas Ground Up and obtain a call-off number to have rented equipment picked up. It is applicant's responsibility to maintain call off numbers in the event of discrepancies. Additionally, Texas Ground Up reserves the right to pursue remedies available to it at law or in equity. By signing below, Applicant agrees to be bound by the Rental Agreement Terms and Conditions, as amended from time to time. Such terms and conditions include, but are not limited to, indemnification and limitation of liability provisions that may affect Applicant's liability. Applicant acknowledges that the Rental Agreement terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs. Applicant agrees to promptly notify Texas Ground Up in writing of any changes in business ownership. If Applicant fails to promptly notify Texas Ground Up of such changes, then Applicant expressly assumes full responsibility for all charges and/or credit extensions made on this account subsequent to such change. Texas Ground Up reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights. Applicant agrees that the line of credit desired and approved is not a limitation of liability and expressly agrees that it will be responsible for valid charges in excess of the line of credit. The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the condition of the applicant; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. APPLICANT HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE FROM THIS CREDIT APPLICATION AND AGREEMENT.</p>		
Printed Name	Title	Signature
		Date

GUARANTY

Business Name _____ Doing business at, (Address) _____

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally, and unconditionally guaranty and promise to pay all amounts now owing which may hereinafter become owing by the applicant to Texas Ground Up Rental, LLC. ("Texas Ground Up"). 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. Texas Ground Up shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby. The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Texas Ground Up to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Texas Ground Up, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by Texas Ground Up in connection with any indebtedness of the applicant or the collection thereof and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Texas (the "Texas Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby and waives any objection to the laying of venue and forum in the Texas Courts. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Texas Ground Up, from time to time as may be needed, in the credit evaluation process. If any provision or part of any provision of this guaranty conflicts with any applicable statute or rule of law then such provision, or part thereof, as the case maybe, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions or part of such. **THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE IN CONNECTION WITH THIS GUARANTY.** The undersigned further acknowledge and represent that any titles written near their signatures below is/ are merely intended to clarify the individual's position with the customer and in no way, negates the personal guaranty of such individual.

GUARANTOR 1	GUARANTOR 2
Guarantor Signature _____	Guarantor Signature _____
Date _____	Date _____
Title or Relationship to Company _____	Title or Relationship to Company _____
Printed Guarantor Name _____	Printed Guarantor Name _____
Social Security Number OR Date OF Birth (Required) _____	Social Security Number OR Date OF Birth (Required) _____
Home Address _____	Home Address _____
City/State/Zip _____	City/State/Zip _____
Email Address _____	Email Address _____
Contact Phoner Number _____	Contact Phoner Number _____
State _____ ID # _____ Expiration _____	State _____ ID # _____ Expiration _____
Notes to Credit Department (Internal Use Only)	