



CREDIT APPLICATION AND AGREEMENT

1905 South Valley Dr., Las Cruces, NM 88005
Phone No. (575) 524-8616 Fax No. (575)524-4882

APPLICANT _____ E-Mail _____ Date _____

Place of Business Address _____

Street City State Zip Code

Billing or Mailing Address _____

Street City State Zip Code

Phone (____) _____ - _____ Fax (____) _____ - _____ Years Established? _____

Cell (____) _____ - _____ State Contractor's License No: _____ Expires? _____

Type of Organization: Sole Proprietorship ___ Corporation ___ LLC ___

COMPLETE FOR PARTNERSHIP OR CORPORATION (Fill in names of Principals or Partners)

Name Title Address

Name Title Address

COMPLETE IF INDIVIDUAL (Sole Proprietorship) Social Security Number: _____ - _____ - _____

Name Home Address Drivers License #

Purchase Order Required to Charge to your Account? YES NO

Damage Waiver 14% or Certificate of Insurance (See Attached Damage Waiver Document)

(You must choose 1 of the 2 or the 14% DW will be added to your account. If you choose "Certificate of Insurance" a binder listing "Action Equipment Rental as "additionally insured" must be received by Action Equipment Rental, or the 14% DW will be added to your account.

Please attach a list of names authorized to charge to your account, if no list is attached we will assume that you are authorizing all of your employees. List Attached: Yes _____ NO _____

BANK REFERENCE

Primary Bank Name: _____ Account No. _____ Phone No. _____

BUSINESS REFERENCES

Firm/Name: _____ Account No. _____

City/State: _____ Phone No. _____ Fax No. _____

Firm/Name: _____ Account No. _____

City/State: _____ Phone No. _____ Fax No. _____

Firm/Name: _____ Account No. _____

City/State: _____ Phone No. _____ Fax No. _____

WE ON BEHALF OF THE UNDERSIGNED ENTITY AGREE TO PAY FOR ALL THE CHARGES TO OUR ACCOUNT UNDER THE FOLLOWING TERMS AND CONDITIONS:

Terms: Invoices are due upon receipt and past due after 30 days from date of invoice. Interest charges are billed at 1.5% per month (18% APR) on all unpaid amounts over 30 days from date of invoice. In the event suit is filed to enforce payment of any sums due under this agreement, I/We agree to pay reasonable court costs and attorney fees. I understand that there may be occasions when I am unable to execute Rental Agreements before equipment is delivered to me at job sites pursuant to my instructions and pursuant to my company purchase order/purchase approval and I hereby give Action Equipment Rental a limited power of attorney to sign Rental Agreements on my behalf as my attorney-in-fact.

I hereby authorize the above listed bank, insurance company and business references, or others contacted at Action Equipment Rental discretion to release credit and account information to Action Equipment Rental for the purpose of establishing credit privileges. Action Equipment Rental retains a security interest in all equipment rented or sold until total invoice amount(s) has been paid. I/We understand that unless proof of liability insurance is other wise provided, Damage Waiver coverage shall be added to all rental contracts. In the event Action Equipment Rental must use third-parties for collection of any delinquent balance due, I/We agree to pay interest at the rate of 1.5% per month [or such other rate allowed by prevailing law], reasonable attorney fees, collection fees and/or incurred court costs allowed by law. I/We understand that this constitutes an application only and shall not bind either Action Equipment Rental or the applicant in relation to any proposed credit transactions. An electronically transmitted copy of this signed application shall be considered as the original.

Approved and Accepted:

APPLICANT: _____

Title

AUTHORIZED SIGNATURE: _____

Individually and as an Officer of the Firm

PRINTED NAME: _____

Action Equipment Rental

By: _____

Date: _____ Branch: _____