



# APPLICATION FOR CREDIT

HOLT Use Only	Acct ID	_____	Acct #	_____
	Opp ID	_____	Rep #	_____
	Lead ID	_____		

The following information is submitted as a basis for extension of credit by HOLT. The applicant attests that all information below is accurate.

**Applicant Information**

Business Legal Name		Trade Name/DBA (if applicable)		Federal Tax ID #	
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Sole Proprietorship					
Physical Address		City	State	Zip Code	County
Billing Address (if different from above)		City	State	Zip Code	County
Business Phone	Primary Contact	Accounts Payable Contact		Accounts Payable Email Address	
DUNS Number	Length of Time in Business	Estimated Monthly Spend (Rental/Parts/Service)		Type of Industry (Products/Services Sold)	
Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>*If tax exempt, please attach tax exempt certificate for review</small>		Certificate of Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>*Please attach certificate of insurance for review of sufficient coverage.</small>	

**Owner/Principal Personal Information (attach additional sheet if necessary)**

Owner/Principal Name		Title	Social Security Number	Date of Birth
Home Address		City	State	Zip Code
Phone Number	Email Address	% of Ownership	Annual Income	Net Worth
Owner/Principal Name		Title	Social Security Number	Date of Birth
Home Address		City	State	Zip Code
Phone Number	Email Address	% of Ownership	Annual Income	Net Worth

**Banking Information (additional financial information may be requested for high credit limits)**

Bank Name/Branch	Account Number	Bank Contact Name	Bank Contact Phone #
Bank Contact Email Address			

**Trade References**

For the purpose of establishing an account with HOLT, I hereby authorize the attached bank and trade references to release the requested credit information:

Company	City, State	Contact Name	Contact Email Address
Company	City, State	Contact Name	Contact Email Address
Company	City, State	Contact Name	Contact Email Address

## CREDIT ACCOUNT AGREEMENT TERMS AND CONDITIONS

This Credit Account Agreement Terms and Conditions Agreement ("Agreement") is between Applicant listed on preceding page ("Customer"), and each of the following entities: (i) Holt Texas, Ltd., d/b/a Holt CAT; (ii) Holt Wind Resources, LLC d/b/a Holt Aerial; (iii) Holt Truck Centers LLC; d/b/a Holt Truck Centers; (iv) Holt Industrial Air Systems, LLC; (v) Texas First Rentals, LLC; (vi) Holt Industrial Rentals, LLC; (vii) Holt Renewables, LLC; (viii) SITECH-Tejas and their successors, assigns, affiliates, and management companies (individually and collectively referred to herein as the "Holt Entities" or "HOLT"), so that Customer may from time-to-time purchase, lease or rent goods or services. Customer and HOLT hereby agree as follows:

**Extension of Credit:** The Customer, in consideration of HOLT extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/leases/rentals made by the Customer from HOLT are subject to the Terms and Conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of HOLT's Rental Contract; and (c) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (including any terms and conditions contained in the Customer's purchase order) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any rental contract is for Customer's convenience only). The Customer warrants and represents that any credit which may be extended upon the acceptance of this application shall only be used for a business purpose and may not be used to acquire equipment or services for personal, household or family purposes. It is understood and agreed that the Customer specifically consents to HOLT investigating the Customer's credit history and the information provided on this application, for the purpose of extending credit. Holt is authorized to obtain, verify, and record any and all information required by the Patriot Act, or any similar financial disclosure laws or regulations.

**Terms:** The Customer will pay to HOLT all amounts of credit charged to Customer's account by Customer or any person acting or purporting to act on Customer's behalf, and all finance and other charges incurred. All sums are due and payable as follows or as otherwise provided in a particular invoice: 1) Parts and Service-thirty (30) days from invoice date; 2) Equipment Sales-in advance, prior to delivery of the equipment; 3) Rentals-due and payable upon receipt of invoice. Payment on all invoices must be in the form of cash, check, ACH or wire transfer, or such other method as HOLT, in its sole discretion, shall authorize.

**Fees:** Invoices not paid on or before the due date may be assessed and a finance charge of the lesser of: (i) the maximum allowable rate, or (ii) 1.5% per month (18% per annum), on the unpaid invoice balance. Where permitted by law, Holt may impose a surcharge of up to 3.0% for credit card payments made on credit accounts. The surcharge imposed by Holt is not greater than our cost of acceptance.

**Default:** If a Default occurs, HOLT may: (i) decline to extend further credit hereunder (and Customer agrees not to make any further credit purchases, leases or rentals); (ii) declare all debts of Customer to HOLT arising hereunder or otherwise to be immediately due and payable without notice or demand of any kind; and (iii) exercise any other rights of HOLT, whether in law or in equity. "Default" means: (a) failure of Customer to pay when due any indebtedness owed to HOLT, whether arising hereunder or otherwise, and whether now existing or hereafter arising; (b) failure of Customer to otherwise comply with any of the Other terms of this Agreement; (c) death, bankruptcy or insolvency of Customer; or (d) HOLT in good faith believes that the prospect of payment or performance of Customer's obligations to HOLT is impaired. The Customer shall without notice or demand, reimburse HOLT for all expenses incurred by HOLT in connection with any indebtedness of the Customer's Account. In the event it becomes necessary to place the account with an attorney or collection agency, Customer agrees to pay all cost of collection, including, without limitation, reasonable attorneys' fees.

**Limitation of Warranties and Damages:** EXCEPT FOR ANY EXPRESS, WRITTEN WARRANTY PROVIDED TO CUSTOMER AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF HOLT, HOLT MAKES NO WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, WITH REGARD TO GOODS SOLD, LEASED OR RENTED TO CUSTOMER BY HOLT, OR ANY SERVICES PROVIDED TO CUSTOMER BY HOLT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR QUALITY OF MATERIALS OR WORKMANSHIP. IN NO EVENT SHALL HOLT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

**Miscellaneous:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and HOLT governing the extension of credit by Holt to the Customer. Rentals by Holt to the Customer made subsequent to the acceptance of this application by Holt shall be governed by the Rental Contract pertaining to such rental and by this Agreement. In the event that any provisions of the Rental Contract shall conflict with any provision of this Agreement, the Rental Contract shall control. As used herein, the singular number includes the plural. Customer may not assign this Agreement without the express written consent of HOLT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and assigns. Time is of the essence of this Agreement. This Agreement may not be amended except by an instrument in writing executed by all parties hereto. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall not be strictly construed against any party hereto. Customer hereby grants to HOLT a security interest in all purchases. Holt collects and uses your personal information to operate and deliver the services you have requested. Holt also uses your personally identifiable information to inform you of other products or services available from Holt and its affiliates. In some instances, Holt may share your Personal Information with its various Original Equipment Manufacturers (OEMs) and with other third parties for business-related purposes, including but not limited to Caterpillar Inc. and International Inc. Holt may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

**Business ownership/form or structure:** The Customer agrees to promptly notify Holt in writing of any change in the Customer's business ownership/form or structure. If the Customer fails to promptly notify Holt of such change, then the Customer expressly assumes full responsibility for all charges and/or credit extensions made on this account subsequent to such change. Customer will give prompt written notice to HOLT at 5665 SE Loop 410, San Antonio, Texas 78222 or such other address provided in writing to Customer by HOLT, of any billing inquiries or a change of Customer's address.

**Usury:** HOLT and Customer intend that this Agreement and any credit extended shall be in strict compliance with the applicable usury laws. If at any time any interest (including amounts deemed by law to be interest) contracted for, charged or received would be usurious under applicable law, then regardless of the provisions of this Agreement or any action or event, it is agreed that all sums that otherwise would be usurious shall be credited by HOLT as a payment of principal, or if the debt has already been paid, immediately refunded to Customer. All compensation which constitutes interest under applicable law in connection with this Agreement shall be amortized, prorated, allocated and spread over the full term of the credit period, and over the full amount of the debt, to the greatest extent permissible without exceeding the maximum legal rate in effect from time to time during such period.

**Governing Law; Exclusive Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Each party hereby irrevocably and unconditionally consents to submit, and waives any objection, to the exclusive jurisdiction of the courts of the State of Texas or the United States of America located in the City of San Antonio, Texas, for any actions, suits, arbitrations or proceedings arising out of or relating to this Agreement, any equipment or other goods purchased, leased or rented by Customer from HOLT, or any services provided by HOLT to Customer (and agrees not to commence any such actions, suits, arbitrations or proceedings except in such courts). Each party further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Without waiver of this exclusive venue, it shall not be deemed a breach of this provision if HOLT elects to institute an action, suit, arbitration, or proceeding in the City of San Antonio, Texas.

**Arbitration:** THE CUSTOMER WAIVES THE RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR DISPUTES WHICH ARISE AFTER ACCEPTANCE OF THIS AGREEMENT AND EXPRESSLY CONSENTS TO BINDING ARBITRATION IN BEXAR COUNTY, TEXAS. The Customer agrees that it shall not be a breach of this agreement if either party files suit in Bexar County District Courts, as the obligation to arbitrate is not triggered until either party explicitly requests arbitration. If any provision or any part of this Agreement conflicts with any applicable law then that provision will be deemed to be modified to be consistent with such law, or to be deleted if modification is impossible, and will not affect the remainder of this Agreement, which will continue to be in full force and effect.

The undersigned individual recognizes that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant and hereby consents to and authorizes the use of a consumer credit report on the undersigned by HOLT, from time to time as may be needed, in the credit evaluation process.

Signature

Print Name

Title

Date

**CONTINUING GUARANTY OF PAYMENT**

The undersigned Guarantor(s), for and in consideration of HOLT extending credit and continuing to extend credit if approval is obtained at my/our request to the Customer named in this Application for credit, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations of Customer to HOLT whether now existing or hereinafter made. This is an absolute, continuing, and unconditional guaranty of payment and not collection, and Guarantor(s) obligations hereunder are irrevocable. This Guaranty shall remain in full force and effect and shall not be extinguished in whole or in part by a full or partial payment towards the guaranteed indebtedness. Liability of Guarantor shall continue until written notice of termination sent by certified mail is actually received by HOLT through the proper agent: HOLT Financial Services Department, 5665 Southeast Loop 410 San Antonio, Texas 78222, and such notice shall be effective only as to the undersigned Guarantor, and only if the Customer’s obligations are paid in full. Such termination notice shall not be effective for obligations arising prior to the actual receipt of notice by HOLT. Further as Guarantor. I/we agree to bind myself/ourselves to pay on demand any sum which is due by Customer to HOLT whenever Customer fails to pay the same. I/We expressly waive presentment, demand, protest, intent to accelerate, acceleration, dishonor, diligence, enforcing any rights against any collateral securing indebtedness if any, maturity, default or nonpayment, acceptance of this guaranty, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any manner of judicial proceeding, I/We agree that HOLT reserves the right to bring legal action in Bexar County, Texas, compound or settle with any other Guarantor or Company for such consideration that HOLT may deem proper, and release one or more Guarantors or Company from liability. No such action impairs HOLT from collecting any part of indebtedness from the Guarantor or any other Guarantors. I/We agree to pay all costs and expenses of collection, including, without limitation, reasonable attorneys’ fees, plus all other reasonable expenses incurred by HOLT in exercising any of HOLT’s rights and remedies in law or equity. Any dispute between the Company and HOLT has no effect on this Guaranty or the Guarantor's obligations hereunder. The undersigned represent that the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and that a photocopy or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of the Agreement shall not be affected thereby. **THE UNDERSIGNED WAIVES THE RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR DISPUTES WHICH ARISE AFTER ACCEPTANCE OF THIS AGREEMENT AND EXPRESSLY CONSENTS TO BINDING ARBITRATION IN BEXAR COUNTY, TEXAS,** to the extent that either party elects arbitration in lieu of litigation. The undersigned agrees that it shall not be a breach of this agreement if either party files suit in Bexar County District Courts, as the obligation to arbitrate is not triggered until either party explicitly requests arbitration. HOLT shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN GUARANTOR(S) AND HOLT, AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE GUARANTOR(S), HOLT, OR THE CUSTOMER.** I/We authorize HOLT to make whatever inquires it may deem necessary in connection with this Agreement. Bank and trade references can accept this authorization to disclose to HOLT and/or their respective designees, Guarantor(s) information normally released to a prospective creditor including: time of active account status, average balances, handling of the account or other lending details.

\_\_\_\_\_  
Guarantor's Signature

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Print Guarantor's Name

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Guarantor's Title

\_\_\_\_\_  
Date

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Guarantor's Signature

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Print Guarantor's Name

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Guarantor's Title

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Date