

# **Credit Application**

#### **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.

Branch Name		Salesman Name			
Applicant Informa	tion				
Legal Company Name			Estimated \$ of Sale or Rental		
AP Contact Name		Years	Years in Business		
Bill to Address		Entity	Entity Type (Corp, LLC, Sole Prop)		
		Busir	Business Email		
Physical Address (NO PO BOXES)		AP E	AP Email		
		Contr	Contractor Lic. No.		
Phone		EIN	EIN		
Owners/Officers					
Name	Title	SSN		Drivers Lic	ense #
Home address		City		State/Zip	
Name	Title	SSN		Drivers License #	
Home Address		City		State/Zip	
Industrial Credit R	References				
Company Name			ne	Email	
Company Name		Phor	ne	Email	
Company Name		Phor	ne	Email	
Company Name		Phor	ne	Email	
Bank Reference					
Bank Name		Acco	unt No.		
Contact Name		Phor	ne	Email	
Bank Name		Acco	Account No.		
Contact Name		Phor	ne	Email	
Information					
	rchase order on each invoice?	Yes No Do y	ou require a monthly st	atement?	Yes No
	& Use taxes, please include your any Certificate of Insurance if re	-	cate or Direct Pay Per	r <b>mit</b> with yo	ur credit application.
Notes:					
NTS use only: Date	Credit Manager		Account Number		Limit

#### **Credit Terms**

- 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.
- Any account with a delinquent balance may be placed on "credit hold" and any equipment on rent may be picked up without notice. 3.
- 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.
- NTS files UCC1 (Uniform Commercial Code) on sales exceeding \$10,000.
- For each delinquent account, Customer agrees to pay a monthly service charge equal to the highest annual percentage rate allowed by law.
- Customer agrees to pay reasonable attorney fees, collection costs, and court costs incurred by NTS in enforcing these terms and 7. conditions.
- 8. Customer authorizes NTS to obtain credit reports and bank references for the purposes of determining the extension or continuation of credit to the Customer.
- 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. Company officer and title I agree Date

#### 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	I agree	Date
Name of Witness	Printed Name	I agree	Date



# **Project Information Sheet**

(Information is required on all Rental Contracts)

Customer Name				
Customer Acct Numb	er			
Estimated Monthly Rental Amount	-			
Project Name & Number				
Project Start & End Dates				
Project Address				
Customer Tier:	☐ General	☐ Sub-contractor	☐ 3 <sup>rd</sup> Tier Sub-contract	tor
Job Type:	□ Private	□ Public	☐ Federal	☐ Residential
Property Owner Property Owner Address				
Property Owner Contact Person				
Property Owner Phone & E-mail				
General Contractor General Contractor				
Address				
General Contractor Contact Person				
General Contractor Phone & E-mail				
Sub-Contractor				
Sub-Contractor				
Address Sub-Contractor				
<b>Contact Person</b>				
Sub-Contractor Phone & E-mail				
Priorie & L-maii				
Bond Company				
Payment Bond No.				
Address				
Contact Person				
Phone & E-mail				



## **CREDIT/DEBIT CARD AUTHORIZATION FORM**

### **Billing Information**

DI N	
	Credit/Debit Card Information
Cardholder Name: _	
Card Number: _	
Expiration Date: _	CVV Number:
With terms of Net Due process payments for credit card. I understable balance for each involunder shall be subject will be sent to me at the or debit card statemed will continue until and recurring payment au outstanding account to request to cancel acceptable alternate noff-rent and either retuto notify NTS in writin the next billing date. information or a declinate of the card of the c	Upon Receipt, I hereby authorize National Trench Safety, Inc. ("NTS") to egularly cycle billed invoices every 28 days to the above listed debit or d and agree that I will be charged the amount of the account's open e cycle billing period. I understand and agree that all payments made a processing fee of three percent (3%). A receipt for each transaction email address provided above, and the charge will appear on my credit No prior notification will be provided for cycle billed invoices. Charges nless NTS receives notice from the customer, in writing, canceling the orization and, unless all equipment has been returned and there is no lance, providing an acceptable alternate means of recurring payment. his credit or debit card authorization will be valid until the latter of an ans of recurring payment is provided and all equipment has been called ed to NTS or made available for NTS pick-up, where applicable. I agree of any change in my account information at least ten (10) days prior to understand that my failure to provide accurate, up-to-date account d payment may result in the immediate termination of my rental rights obligations under NTS's rental terms and conditions.
Signature:	Date:
	(cardholder's signature)

**COMPLETE AND RETURN TO: creditcardprocessing@ntsafety.com**