

**HOLT**  
of California



Return Credit Application to:  
PO BOX X  
SACRAMENTO, CA 95813-1306  
916-991-8200  
800-452-5888



**LOCATIONS**  
LOS BANOS  
PLEASANT GROVE  
REDDING  
ROSEVILLE  
RIO VISTA  
STOCKTON  
SACRAMENTO  
TURLOCK  
WEST SACRAMENTO  
WILLIAMS  
WOODLAND  
YUBA CITY  
VACAVILLE

**CREDIT APPLICATION**  
**FAX CREDIT APPLICATION TO: (916) 991-8268**

**BILLING INFORMATION**

Company Name ("Customer") \_\_\_\_\_ Purchasing Contact \_\_\_\_\_  
Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Physical Address (If different from above) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Ofc. Tel. # ( ) \_\_\_\_\_ Mobile Tel. # ( ) \_\_\_\_\_ Home Tel. # ( ) \_\_\_\_\_  
Pager Tel. # ( ) \_\_\_\_\_ Fax Tel. # ( ) \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Shipping Address (If different from above) \_\_\_\_\_ A/P Contact \_\_\_\_\_  
Other Locations \_\_\_\_\_

**COMPANY BUSINESS INFORMATION**

Primary Business \_\_\_\_\_ Contractor's License No. \_\_\_\_\_  
LLC \_\_\_\_\_ Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Date of Incorporation \_\_\_\_\_ State Filed \_\_\_\_\_ Fed Tax ID \_\_\_\_\_  
Corporate Articles NO \_\_\_\_\_ Starting Date of this Business \_\_\_\_\_ No. of Employees \_\_\_\_\_  
Premises: Owned \_\_\_\_\_ Rented \_\_\_\_\_ Payment Cycle Dates \_\_\_\_\_ Are all transactions exempt from California Sales Tax? Yes / No  
(If Yes, provide California Resale Card.) California Resale Card must be provided for Individual Sales Tax exempt transactions. California Sales Tax will be charged to out of state customers doing business in California.

**SPECIAL REQUIREMENTS WHEN PLACING ORDERS**

Purchase Order?  Name of Person Placing Order?  Equipment Number?  Other \_\_\_\_\_

**INFORMATION ON OWNERS, OFFICERS, SHAREHOLDERS, PARTNERS**  
**Attach A Separate Sheet For Additional Information on Officers and Partners**

Name (Last, First, Middle)	Soc. Sec. No.	Name (Last, First, Middle)	Soc. Sec. No.	Name (Last, First, Middle)	Soc. Sec. No.
Address		Address		Address	
Title	% Owned _____	Title	% Owned _____	Title	% Owned _____
Date of Birth		Date of Birth		Date of Birth	
Monthly House Payment \$		Monthly House Payment \$		Monthly House Payment \$	
Driver's License #	State	Driver's License #	State	Driver's License #	State
Net Worth \$	Annual Income \$	Net Worth \$	Annual Income \$	Net Worth \$	Annual Income \$

**INSURANCE INFORMATION**

Insurance Company Name & Address \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_  
Agent Name & Address \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_  
Policy # (s) \_\_\_\_\_ Expiration Date(s) \_\_\_\_\_ Property Damage \$ \_\_\_\_\_ Public Liability \$ \_\_\_\_\_

**COMPANY BANK INFORMATION**

Name of Bank(s) \_\_\_\_\_ Saving Acct. # (s) \_\_\_\_\_ BAL. \_\_\_\_\_  
Checking Acct. # (s) \_\_\_\_\_ BAL. \_\_\_\_\_ Loan Acct. # (s) \_\_\_\_\_  
Loan Officer or Bank Contact \_\_\_\_\_ Telephone # (s) \_\_\_\_\_  
Mailing Address(es) \_\_\_\_\_

**Financial Statements May Be Requested**

**TRADE REFERENCES**

Name of Supplier \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_  
Address \_\_\_\_\_  
Name of Supplier \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_  
Address \_\_\_\_\_  
Name of Supplier \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_  
Address \_\_\_\_\_

**HAVE YOU READ, COMPLETED AND SIGNED THE REVERSE SIDE OF THIS FORM?**

# HOLT OF CALIFORNIA

## CREDIT APPLICATION (CONTINUED)

### SALE CHARGE AGREEMENT

THE UNDERSIGNED ("CUSTOMER") HEREBY APPLIES TO HOLT OF CALIFORNIA ("HOLT") FOR APPROVAL OF OPEN ACCOUNT CREDIT TERMS. IN THE EVENT HOLT APPROVES THIS APPLICATION, CUSTOMER HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- CUSTOMER'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND AGREEMENT TO PAY IN FULL THE ACCOUNT BALANCE IN ACCORDANCE WITH ACCOUNT TERMS.
- ACCOUNT TERMS: NET TEN (10) DAYS FROM INVOICE DATE ON ALL EQUIPMENT PURCHASES AND RENTAL TRANSACTIONS. NET 10TH PROX ON ALL PARTS PURCHASES AND SERVICE TRANSACTIONS. THE PLACE OF PAYMENT IS P.O. BOX X, SACRAMENTO, CALIFORNIA 95813.
- CUSTOMER SHALL PAY A FINANCE CHARGE OF EIGHTEEN PERCENT (18%) PER ANNUM, (1.5% PER MONTH) ON ALL AMOUNTS NOT PAID PER ACCOUNT TERMS STATED ABOVE. HOLT MAY CHANGE THE FINANCE CHARGE UPON THIRTY (30) DAYS NOTICE TO CUSTOMER.
- CUSTOMER REPRESENTS AND WARRANTS THAT ALL THE GOODS AND/OR SERVICES PURCHASED ARE NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
- CUSTOMER AGREES TO PAY ANY APPLICABLE USE, SALES, PERSONAL PROPERTY OR OTHER TAX ARISING FROM CUSTOMER'S USE OR OPERATIONS OF RENTED EQUIPMENT.
- HOLT MAY, AT ANY TIME, REFUSE TO EXTEND FURTHER CREDIT OR TO PERMIT FURTHER PURCHASES, OR MAY LIMIT THE AMOUNT OR TYPES OF ITEMS THAT CAN BE PURCHASED ON ACCOUNT PURSUANT TO THIS AGREEMENT. HOLT'S APPROVED CREDIT LIMIT EXTENDED TO CUSTOMER IS FOR HOLT'S USE ONLY, AND HOLT MAY IN ITS SOLE AND ABSOLUTE DISCRETION, EXTEND TO CUSTOMER CREDIT IN EXCESS OF HOLT'S CREDIT LIMIT WITHOUT LIMITING CUSTOMER'S LIABILITY HEREUNDER.
- WARRANTIES: CUSTOMER ACKNOWLEDGES AND AGREES THAT HOLT OF CALIFORNIA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE STATED ON INVOICES, AND AS PROVIDED BY THE EQUIPMENT AND PARTS MANUFACTURERS. HOLT'S LIABILITY FOR BREACH OF WARRANTY, IF ANY, SHALL BE LIMITED TO THE COST OF THE GOODS OR SERVICES PROVIDED. CUSTOMER WAIVES ANY CLAIM FOR DAMAGES FOR LOSS OF USE OF EQUIPMENT, TEMPORARY REPLACEMENT COSTS, DOWNTIME, LOST PROFITS AND/OR CONSEQUENTIAL DAMAGES.
- TO PAY ALL COSTS OF COLLECTION AND ATTORNEYS FEES INCURRED BY HOLT ENFORCING THIS AGREEMENT. CUSTOMER HEREBY WAIVES TO THE FULL EXTENT PERMITTED BY LAW ANY STATUTE OF LIMITATIONS AS A DEFENSE AND THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION. CUSTOMER FURTHER AGREES THAT ANY ACTION BROUGHT BY EITHER PARTY UNDER THE TERMS OF THIS AGREEMENT MAY BE BROUGHT IN A COMPETENT COURT IN THE COUNTY OF SACRAMENTO OR COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.
- HOLT MAY CHARGE A FEE OF TWENTY-FIVE DOLLARS (\$25.00) ON ALL CHECKS RETURNED FOR NON-SUFFICIENT FUNDS WITHOUT WAIVER OF ANY OTHER RIGHT PROVIDED BY LAW.
- CUSTOMER AGREES TO FURNISH HOLT INFORMATION NEEDED OR REQUESTED BY HOLT OR ITS AGENT FOR PROPER FILING AND SERVICE OF PRELIMINARY NOTICES UNDER THE APPLICABLE MECHANIC'S LIEN LAW.
- CUSTOMER SHALL BE ENTIRELY RESPONSIBLE FOR THE MANNER IN WHICH ANY EQUIPMENT IS USED. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HOLT HARMLESS AGAINST ANY CLAIMS OF THIRD PARTIES ARISING FROM OR RELATING TO CUSTOMER'S USE OF SUCH EQUIPMENT.
- CUSTOMER SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE HOLT RENTAL AGREEMENT.
- IN THE EVENT HOLT OF CALIFORNIA OWES FUNDS TO CUSTOMER FOR RENTAL CREDIT OR OTHER AMOUNTS, HOLT MAY, IN LIEU OF PAYMENT, WITHHOLD AND OFFSET SAID AMOUNT AGAINST AMOUNTS DUE FROM CUSTOMER TO HOLT. IN SUCH EVENT, CUSTOMER WAIVES ANY AND ALL CLAIMS AGAINST HOLT FOR DAMAGES RESULTING FROM SUCH WITHHOLDING AND OFFSET EVEN IF SUCH WITHHOLDING AND OFFSET IS LATER DETERMINED TO BE NOT JUSTIFIED.  
IN THE EVENT CUSTOMER SUBRENTS THE EQUIPMENT RENTED FROM HOLT TO ANOTHER CUSTOMER AND GENERATES FUNDS (HEREINAFTER REFERRED TO AS "SUBRENTAL FUNDS"), OR IN THE EVENT CUSTOMER IS PAID WITH FUNDS IDENTIFIED BY CUSTOMER IN ITS BID, QUOTATION OR INVOICE TO ITS CUSTOMER AS PAYMENT FOR EQUIPMENT RENTAL (HEREINAFTER REFERRED TO AS "EQUIPMENT RENTAL FUNDS"), THEN CUSTOMER SHALL SEGREGATE IN A SEPARATE ACCOUNT ALL SUBRENTAL FUNDS AND EQUIPMENT RENTAL FUNDS RECEIVED AND HOLD SUCH SUBRENTAL FUNDS AND EQUIPMENT RENTAL FUNDS IN TRUST FOR PAYMENT OF AMOUNTS DUE TO HOLT.
- THIS CREDIT APPLICATION APPLIES TO OPEN ACCOUNT CREDIT TERMS EXTENDED TO CUSTOMER BY HOLT AND/OR ANY OF HOLT'S RELATED COMPANIES, INCLUDING BUT NOT LIMITED TO THE CAT RENTAL STORE, AND THE TERM HOLT AS USED HEREIN SHALL APPLY TO ANY AND ALL SUCH RELATED COMPANIES.
- CUSTOMER, WHETHER A SOLE PROPRIETOR, PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY, AND EACH GUARANTOR (IF APPLICABLE) CERTIFY THAT THE PARTY (PARTIES) EXECUTING THIS APPLICATION AND AGREEMENT HAS FULL POWER AND AUTHORITY TO EXECUTE IT ON BEHALF OF THE CUSTOMER AND THAT THE FOREGOING INFORMATION HAS BEEN SUPPLIED TRUTHFULLY, ACCURATELY, AND VOLUNTARILY; AND HEREBY AUTHORIZES HOLT OR OTHER PROSPECTIVE LENDERS USED ON CUSTOMER'S AND, IF APPLICABLE, GUARANTOR'S BEHALF TO INVESTIGATE CREDIT WORTHINESS, CREDIT HISTORY AND FINANCIAL RESPONSIBILITY THROUGH ANY CREDIT BUREAU OR ANY OTHER REASONABLE MEANS, INCLUDING DIRECT CONTACT WITH PAST AND PRESENT CREDITORS. THE UNDERSIGNED ALSO AUTHORIZES BANKS AND OTHER LENDERS TO GIVE INFORMATION TO HOLT ABOUT CUSTOMER'S AND, IF APPLICABLE, GUARANTOR'S SAVINGS AND CHECKING ACCOUNTS AND LOANS. IF HOLT EXTENDS CREDIT AS A RESULT OF THIS APPLICATION, CUSTOMER AND, IF APPLICABLE, GUARANTOR AGREES TO MAKE PAYMENTS PROMPTLY AND IN ACCORDANCE WITH HOLT'S TERMS. THIS AGREEMENT SHALL BE FULLY BINDING UPON CUSTOMER AND ITS SUCCESSORS AND ASSIGNS WITHOUT REGARD TO CHANGES IN THE FORM OF CUSTOMER'S BUSINESS ENTITY OR IN ITS NAME OR MEMBERSHIP. IT IS HEREBY AGREED THAT THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL RECEIVED AND APPROVED BY HOLT AT EITHER ITS SACRAMENTO, CALIFORNIA OR STOCKTON, CALIFORNIA OFFICES. **IT IS FURTHER AGREED THAT A FAXED COPY OF THIS DOCUMENT BEARING CUSTOMER'S SIGNATURE WILL BE CONSIDERED AN ORIGINAL.**
- IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL: IF YOU THINK YOUR BILL IS INCORRECT, OR IF YOU NEED MORE INFORMATION ABOUT A TRANSACTION ON YOUR BILL, YOU MUST CONTACT US IN WRITING AT THE ADDRESS SHOWN ON YOUR STATEMENT OR INVOICE OR CALL US WITHIN 60 DAYS OF THE INITIAL BILLING, OTHERWISE PAYMENT IS DUE IN FULL ON THE SPECIFIED DUE DATE.

### SIGNATURE OF AUTHORIZED PERSON REQUIRED

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
PLEASE PRINT NAME

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
PLEASE PRINT NAME

### PERSONAL GUARANTY

In consideration of the extension of credit by Holt to Customer, the undersigned jointly and severally personally guaranty to pay and to be legally responsible for payment of all sums and account balances due Holt by Customer ("indebtedness"), including collection charges and/or attorneys' fees. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions thereof granted by Holt to Customer, without obtaining my prior consent thereto. This guaranty may be revoked only in writing by Certified Mail, return receipt requested, directed to the attention of the Credit Manager, and any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior to revocation. I/We hereby waive notice of the acceptance of the credit application and this guaranty, notice of default or non-payment by Customer, and waive any requirement that Holt must first proceed against Customer for collection. No delay on Holt's part in exercising any right hereunder, or taking any action to collect or enforce payment of any indebtedness hereby guaranteed, either as against the customer, against any guarantor, or any other person primarily or secondarily liable with the Customer, shall operate as a waiver of any such right or in any manner prejudice Holt's rights against me/us. I/We agree that in the event of any default at any time by Customer, Holt shall be entitled to look to me/us immediately for full payment without prior demand or first proceeding against Customer. Guarantor acknowledges that guarantor's execution of this guaranty and all indebtedness secured by this guaranty arise out of guarantor's conduct of trade, business or profession. I agree that the terms and conditions of the credit application above are incorporated into this personal guaranty as though set forth in full. **I/We agree that a faxed copy of this guaranty bearing my/our facsimile signature will be considered an original. In addition I agree to the terms of the above credit application.**

Name \_\_\_\_\_ Name \_\_\_\_\_  
PLEASE PRINT PLEASE PRINT

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
DATE DATE

### ATTACH A SEPARATE SHEET FOR ADDITIONAL SIGNATURES (IF REQUIRED)

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Credit Manager, Holt of California, PO Box X, Sacramento, CA 95813 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or 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 this law concerning this Lender is The FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

PLEASE CHECK THE APPROPRIATE ITEMS: (CHECK MORE THAN ONE IF APPLICABLE). THIS INFORMATION WILL ENABLE US TO BETTER SERVE YOUR EQUIPMENT NEEDS.

<b>COMPANY SIZE:</b> ___ SMALL (1 TO 3 MACHINES) ___ MEDIUM (4 TO 9 MACHINES) ___ LARGE (10 TO 24 MACHINES) ___ FLEET (25 AND OVER)	<b>YOUR PRIMARY BUSINESS:</b> ___ DAIRY ___ DIESEL PARTS AND REPAIR ___ EXCAVATION/UNDERGROUND ___ FARMING ___ GENERAL CONTRACTOR ___ GOVERNMENT ___ LOGGING ___ MINING ___ PAVING & GRADING ___ READY MIX/AGGREGATE ___ RENTAL YARD	<b>YOUR PRIMARY BUSINESS (CON'T.):</b> ___ SCHOOL DISTRICT ___ TRUCKING ___ WASTE DISPOSAL ___ WAREHOUSING ___ MANUFACTURING ___ FOOD PROCESSING ___ OTHER <b>PRODUCTS YOU OWN OR USE:</b> ___ AGRICULTURAL TRACTORS ___ BACKHOE LOADERS ___ LIFT TRUCKS	___ HYDRAULIC EXCAVATORS ___ MOTOR GRADERS ___ PAVING & COMPACTION ___ SKIDDERS ___ SKID STEER LOADERS ___ TELESCOPIC HANDLERS ___ TRACK TYPE LOADERS ___ TRACK TYPE TRACTORS ___ TRUCK ENGINES ___ WHEEL LOADERS ___ WHEEL SCRAPERS ___ OTHER
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