

Return Credit Application by:
Mail: PO BOX 100001, Sacramento, CA 95813-1306. Fax: (916) 991-8268. (or) E-mail: credit@holtca.com

CREDIT APPLICATION

Credit Limit Requested _____

BILLING INFORMATION

Rentals Parts Service Sales

Company Name ("Customer") _____ Purchasing Contact _____

Billing Address _____ City _____ State _____ Zip Code _____

Physical Address (If different from above) _____ City _____ State _____ Zip Code _____

Telephone # () _____ Cell Phone # () _____ Fax # () _____

A/P Contact _____ E-mail Address _____

SPECIAL REQUIREMENTS WHEN PLACING ORDERS

Purchase Order? Name of Person Placing Order? Equipment Number? Other _____

INVOICE AND STATEMENT DELIVERY

Would you like your invoices and statements electronically? Yes ___ No ___ E-mail Address _____

COMPANY BUSINESS INFORMATION

Description of Business _____ Contractor's License No. _____

LLC _____ Proprietorship _____ General Partnership _____ Corporation _____ Limited Partnership _____ Municipality _____ Trust _____

Other (Describe) _____ Date of Incorporation _____ State Filed _____ Fed Tax ID _____

Corporate Articles No. _____ Starting Date of this Business _____ No. of Employees _____

Payment Cycle Dates _____ Are all transactions exempt from California Sales Tax? Yes / No (If yes, provide California Resale Card.)

Previous Bankruptcy? No Personal Current Business Previous Business

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 \$

Personal Property Tax. Pursuant to California Civil Code 1656.5, CUSTOMER agrees to pay Holt of California (HOLT) an additional charge equal to 0.75% of the rental price of the qualified heavy equipment rented by Customer hereunder to reimburse HOLT for HOLT'S payment of personal property tax ("PPT"). The 0.75% charge ("PPT Charge") is an estimate of the personal property tax HOLT will be assessed by the state of California. Customer acknowledges and agrees that the amount of the PPT Charge may be more than actual PPT paid by HOLT, and that in such event Customer will not receive a refund and HOLT may retain the surplus PPT Charge as an administrative fee.

INSURANCE INFORMATION

Insurance Company Name & Address _____ Telephone # () _____

Agent Name _____ Telephone # () _____

COMPANY BANK INFORMATION

Name of Bank(s) _____ Saving Acct. # (s) _____ Balance _____

Checking Acct. # (s) _____ BAL. _____ Loan Acct. # (s) _____

Loan Officer or Bank Contact _____ Telephone # (s) _____

Financial Statements May Be Requested

TRADE REFERENCES

Name of Supplier _____ Telephone # () _____ Fax # () _____

Address _____ Acct. # _____ Avg. Balance _____

Name of Supplier _____ Telephone # () _____ Fax # () _____

Address _____ Acct. # _____ Avg. Balance _____

Name of Supplier _____ Telephone # () _____ Fax # () _____

Address _____ Acct. # _____ Avg. Balance _____

SIGNATURE IS REQUIRED ON THE REVERSE SIDE OF THIS FORM

HOLT OF CALIFORNIA

CREDIT APPLICATION (CONTINUED)

CREDIT 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:

1. CUSTOMER'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND AGREEMENT TO PAY IN FULL THE ACCOUNT BALANCE IN ACCORDANCE WITH ACCOUNT TERMS.
2. 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 REMIT TO ADDRESS IS PO BOX 100001, SACRAMENTO, CALIFORNIA 95813.
3. 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.
4. CUSTOMER REPRESENTS AND WARRANTS THAT ALL THE GOODS AND/OR SERVICES PURCHASED ARE NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
5. CUSTOMER AGREES TO PAY ANY APPLICABLE USE, SALES, PERSONAL PROPERTY OR OTHER TAX ARISING FROM CUSTOMERS USE OR OPERATIONS OF RENTED EQUIPMENT.
6. 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 CUSTOMERS IS FOR HOLT'S USE ONLY, AND HOLT MAY IN ITS SOLE DISCRETION, EXTEND TO CUSTOMER CREDIT IN EXCESS OF HOLT'S CREDIT LIMIT WITHOUT LIMITING CUSTOMER'S LIABILITY HEREUNDER.
7. WARRANTIES: CUSTOMER ACKNOWLEDGES AND AGREES THAT HOLT 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.
8. TO PAY ALL COSTS OF COLLECTION AND ATTORNEY'S FEES INCURRED BY HOLT ENFORCING THIS AGREEMENT. CUSTOMER HERBY 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, AND CUSTOMER CONSENTS TO JURISDICTION AND VENUE.
9. HOLT MAY CHARGE A FEE OF TWENTY-FIVE DOLLARS (\$25.00) ON ALL CHECKS RETURNED FOR NON-SUFFICIENT FUNDS WITHOUT WAIVER OF ANY OTHER RIGHTS PROVIDED BY LAW.
10. CUSTOMER AGREES TO FURNISH HOLT INFORMATION NEEDED OR REQUESTED BY HOLT OR ITS AGENTS FOR PROPER FILING AND SERVICE OF PRELIMINARY NOTICES UNDER THE APPLICABLE MECHANIC'S LIEN LAW.
11. 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.
12. CUSTOMER HEREBY GRANTS HOLT A CONTINUING SECURITY INTEREST IN ANY EQUIPMENT OR OTHER GOODS PURCHASED ON OPEN ACCOUNT CREDIT TERMS, INCLUDING ANY ATTACHMENTS, ACCESSIONS, AND PROCEEDS, TO SECURE PAYMENT OF THE SALES PRICE AND PERFORMANCE OF CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT, AND TO SECURE PAYMENT OF ANY OTHER AMOUNTS NOW OR HEREAFTER DUE OR TO BECOME DUE FROM CUSTOMER TO HOLT EVEN IF THE AMOUNT DUE FROM CUSTOMER IS TEMPORARILY REDUCED TO ZERO. CUSTOMER AUTHORIZES HOLT TO FILE SUCH FORMS AND DOCUMENTS AS REASONABLY REQUIRED BY HOLT TO PERFECT ITS SECURITY INTEREST, INCLUDING BUT NOT LIMITED TO A UCC-1 FINANCING STATEMENT WITH THE CALIFORNIA SECRETARY OF STATE'S OFFICE. HOLT SHALL HAVE ALL OF THE RIGHTS OF A SECURED PARTY PURSUANT TO THE CALIFORNIA COMMERCIAL CODE.
13. CUSTOMER SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE HOLT RENTAL AGREEMENT.
14. IN THE EVENT HOLT 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.
15. IN THE EVENT CUSTOMER SUBRENTS THE EQUIPMENT RENTED FROM HOLT TO ANOTHER CUSTOMER AND GENERATES FUNDS (HEREINAFTER REFERRED TO AS "SUBRENTAL FUNDS"), THEN CUSTOMER SHALL SEGREGATE IN A SEPARATE ACCOUNT ALL SUBRENTAL FUNDS RECEIVED AND HOLD SUCH SUBRENTAL FUNDS IN TRUST FOR PAYMENT OF AMOUNTS DUE TO HOLT.
16. 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 COMPANIES.
17. 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 OR EMAILED COPY OF THIS DOCUMENT BEARING CUSTOMER'S SIGNATURE WILL BE CONSIDERED AN ORIGINAL.**
18. IF CUSTOMER DISPUTES ANY CHARGES ON AN INVOICE, THEN CUSTOMER AGREES TO NOTIFY HOLT OF THE DISPUTED CHARGE(S) IN WRITING AT HOLT'S ADDRESS SHOWN ON THE INVOICE. IF SUCH WRITTEN NOTICE IS NOT RECEIVED BY HOLT WITHIN 21 DAYS OF THE INVOICE DATE, THEN CUSTOMER SHALL BE CONSIDERED TO HAVE CONCLUSIVELY WAIVED ANY SUCH DISPUTE AND CONFIRMED THAT THE CHARGES ARE VALID, DUE AND PAYABLE ACCORDING TO TERMS.
19. CUSTOMER AGREES TO PAY A STORAGE CHARGE OF \$25.00 PER DAY FOR EACH PIECE OF EQUIPMENT LEFT ON HOLT'S PREMISES AFTER NOTICE FROM HOLT THAT SERVICE WORK IS COMPLETE.
20. ENVIRONMENTAL CHARGE. CUSTOMER AGREES TO PAY HOLT AN ADDITIONAL CHARGE OF UP TO \$60 PER PIECE OF EQUIPMENT PER INVOICE TO COMPENSATE HOLT FOR HOLT'S DIRECT AND INDIRECT COSTS INCURRED FOR THE LAWFUL AND RESPONSIBLE HANDLING AND DISPOSAL OF ENVIRONMENTALLY SENSITIVE MATERIALS SUCH AS SHOP WASTE, FUEL, BATTERIES, TIRES, OIL, CLEANING SOLVENTS AND THE LIKE RELATED TO HOLT'S RENTAL ACTIVITIES. THIS CHARGE IS NOT A FEE MANDATED BY LAW AND NOT DESIGNATED FOR ANY PARTICULAR USE BY HOLT, AND BECOMES PART OF HOLT'S OPERATING REVENUE TO BE USED IN HOLT'S DISCRETION. HOLT IS COMMITTED TO ENVIRONMENTAL RESPONSIBILITY AND COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS.

SIGNATURE OF AUTHORIZED PERSON REQUIRED

Name _____ Signature _____ Title _____ Date _____
PLEASE PRINT NAME

Name _____ Signature _____ Title _____ Date _____
PLEASE PRINT NAME

I have certified all signatories by viewing: Photo ID Personal Knowledge Other _____

Holt Representative

Signature

Title

Date

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 attorney's 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 at 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 the 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 or emailed 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 _____
PLEASE PRINT NAME

Name _____
PLEASE PRINT NAME

Signature _____
DATE

Signature _____
DATE

Witness Name _____
PLEASE PRINT NAME

Witness Name _____
PLEASE PRINT NAME

Witness Signature _____
DATE

Witness Signature _____
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 100001, 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.

I have certified all signatories by viewing: Photo ID Personal Knowledge Other _____

Holt Representative

Signature

Title

Date