



Equipment & Support Services

Corporate Office:
926 N. Sam Houston Pkwy E.
Houston, TX 77032
(281) 987-1990

Eules Regional Office

Attn: Finance Mgr.
Phone: (817) 553-2810
Fax: (682) 292-2975

Houston Regional Office

Attn: Finance Mgr.
Phone: (281) 892-2217
Fax: (832) 550-2892

COMMERCIAL APPLICATION

BRANCH
SALESMAN

Company

Company Name: Tax I/D #
Exact Legal Name

Physical Address: Number Street / Road Name City County State Zip Code

Mailing Address: (if different than above)

Phone: Office: Fax: Mobile:
Corporate Website Address A/P Contact (Email)

Organization Type:

- ( ) DBA Sole Proprietor ( ) C-Corporation ( ) S-Corporation ( ) Muni/Govt
( ) General Partnership ( ) Limited Partnership ( ) Limited Liability Company ( ) Other:

Year Formed: State of Jurisdiction: Fiscal Year-End:

CPA: Firm Accountant Name Phone Financial Statements: Compiled [ ] Reviewed [ ] Audited [ ]

Owners/ Guarantors / Officers / Partners / Members

Table with 6 columns: Name (Exact Legal), Title, % Owner, Home Address, SSN, Date of Birth

Individual

First M.I. Last SSN:

Physical Address: Number Street / Road City County State Zip Code

D.O.B.: Driver's License #: State:

Length of Time at Residence: years months. Own [ ] Rent [ ]

Phone: Home: Mobile:

General Information

Length of Time in Business: years. Length of Time in this type of business: years

- ( ) Full Time Farmer ( ) Part Time Farmer ( ) Monthly ( ) Seasonal Income ( ) Crops ( ) Livestock
( ) General Contractor ( ) Sub Contractor ( ) Rental Yard ( ) Construction ( ) Industrial
( ) Site Prep ( ) Underground Utility ( ) Overhead ( ) Mine/Quarry ( ) Aggregate
( ) R.O.W. ( ) Logging ( ) Pool ( ) Landscape ( ) Buildings
( ) Ready Mix Concrete ( ) Asphalt ( ) Other Describe

Equipment Garage Location (Physical Address):

Number Street / Road City County State Zip Code

Number of Units in Equipment Fleet: Total # # Owned # Leased # Rented

**Bank References:**

<u>Bank Name</u>		<u>Officer contact</u>	Operating Account Number:
			Loan History? Yes [ ] No [ ]
City	State	Phone	Other Services? Yes [ ] No [ ]
<u>Bank Name</u>		<u>Officer contact</u>	Operating Account Number:
			Loan History? Yes [ ] No [ ]
City	State	Phone	Other Services? Yes [ ] No [ ]

**Open Accounts (or) Trade References:**

Creditor Name	City	State	Phone	Contact	Account Number
			( )		
			( )		
			( )		
			( )		

**Equipment / Machinery Credit References:** (List of largest active and paid-off references)

Creditor Name	City	State	Phone	Contact	Account Number
			( )		
			( )		
			( )		
			( )		

**Insurance Information:**

Physical Damage	<u>Agent Name</u>	<u>Insurance Carrier</u>	<u>\$ Deductible</u>	<u>\$ Coverage Per Occurrence</u>	<u>\$ Amount of Umbrella</u>
	<u>Phone</u> ( )				
General Liability	<u>Agent Name</u>	<u>Insurance Carrier</u>	<u>\$ Deductible</u>	<u>\$ Coverage Per Occurrence</u>	<u>\$ Amount of Umbrella</u>
	<u>Phone</u> ( )				

Has the company, individual, shareholders, partners, members and/or guarantors ever filed a petition of bankruptcy? No [ ] Yes [ ]  
If "Yes", provide written details including date, chapter, court of jurisdiction, resolution including discharge / release documents, and explanation of events.

Are there any suits, liens, garnishments and/or judgments ever filed against company, individual, shareholders, partners, members and/or guarantors?  
No [ ] Yes [ ] If "Yes", provide written details including date, court of jurisdiction, release documents, and explanation of events.

Have all secured creditors, past and present, been paid promptly according to the terms of the contract(s)? Yes [ ] No [ ]  
If "No", provide written details including creditor name, date of delinquency, resolution, and explanation of events.

**TERMS AND CONDITIONS FOR OPEN ACCOUNT WITH HI-WAY EQUIPMENT COMPANY**

Applicant and all related parties herein attest that all of the information provided, whether above or attached, is true, correct and accurate. Applicant is aware that the information given is intended for review and hereby authorizes Hi-Way Equipment Company and/or its assigns, to conduct activity within its normal scope of due diligence including but not limited to access and review of credit bureau information, references from other sources whether listed above or not, and other sources as it deems pertinent. This shall be a continuing authorization for all present and future disclosures of any and all account and credit history and information requested. "Assigns" shall include any holder(s) of this application. Applicant and all related parties understand that application does not constitute an approval, grant or extension of any credit instrument to any party nor does it constitute any commitment of any credit instrument.

By the execution hereof, the undersigned authorizes all of the above references to release credit information as required to Hi-Way Equipment Company and/or its assigns. The undersigned certifies that the above facts and the attached financial statement are true and correct. Agreed terms of sale are NET 30 DAYS from the date of the invoice. If applicant permits any charges to remain unpaid for 30 days past the due date described above, applicant agrees to pay in addition to the outstanding balance a LATE PAYMENT SERVICE CHARGE determined by multiplying the outstanding balance on the closing date of the billing cycle by the highest periodic rate allowable by law. In addition, the undersigned agrees that if credit is advanced by Hi-Way Equipment Company, all invoices will be paid within the agreed terms and remitted to Hi-Way Equipment Company, 926 N. Sam Houston Pkwy. East, Houston, TX 77032. The undersigned also agrees that if it becomes necessary for the account to be placed for collection, all expenses incurred, including legal fees, will be paid by the undersigned. Any changes in ownership for the applicant must be noticed to Hi-Way Equipment Company and/or its assigns via certified mail return receipt requested. Any provision of the agreement prohibited by the laws of any state shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the agreement. Applicant understands that credit terms and limit may be cancelled or changed by the Creditor at any time without notice.

Company Authorization by: \_\_\_\_\_  
Signature Printed Name Title Date

Individual Authorization by: \_\_\_\_\_  
Signature Printed Name Date

**PERSONAL GUARANTY**

I, \_\_\_\_\_ residing at \_\_\_\_\_ for and in consideration of the extension of credit, at my request, by Hi-Way Equipment Company and/or its assigns, hereinafter "Creditor" to \_\_\_\_\_ hereinafter "debtor" and for other valuable consideration the receipt of which is hereby acknowledged, the undersigned jointly, severally and unconditionally personally guarantees to Creditor the full and prompt payment of any outstanding indebtedness past, present and future goods sold, rented and delivered upon credit extended to debtor pursuant to the attached application. This shall be a continuing guaranty provided as an inducement to the Creditor for the extension of credit terms on which the notice of the acceptance hereof is waived. Each of the undersigned may terminate his/her obligations hereunder for future transactions between creditor and the debtor by sending written notice effective (10) ten business days after receipt to Hi-Way Equipment Company, 926 N. Sam Houston Pkwy. E., Houston, TX 77032 by registered or certified mail. Provided, however, that such termination shall not affect his/her liability hereunder with respect to any indebtedness incurred prior to actual receipt of such notice by Hi-Way Equipment Company and/or its assigns.

Individual Signature: \_\_\_\_\_ Individual Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Witness: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORTS**

The undersigned hereby consent(s) that Hi-Way Equipment Company and/or its assigns, may obtain and use a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Hi-Way Equipment Company and/or its assigns to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby consent(s) to the use of such credit consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Individual Signature: \_\_\_\_\_ Individual Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Witness: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**Notice: the Federal Equal 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 the law concerning this creditor is the federal Trade Commission. 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 write to Credit Department, Hi-Way Equipment Company, 926 N. Sam Houston Pkwy. E., Houston, TX 77032, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.**