



# APPLICATION FOR FINANCING

DATE: \_\_\_\_\_

**GENERAL INFORMATION:** *Please print or type* Existing Customer

Applicant Name \_\_\_\_\_ Trade Name (if different) \_\_\_\_\_

Physical Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ County \_\_\_\_\_Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ County \_\_\_\_\_

Business # ( ) \_\_\_\_\_ Mobile/Pager # ( ) \_\_\_\_\_ Fax# ( ) \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_ E-mail \_\_\_\_\_

Description of Business \_\_\_\_\_ Business Start Date \_\_\_\_\_ Time as Current Owner \_\_\_\_\_

Type of business:  Sole Proprietorship  Corporation  General Partnership  L.L.C.  Other \_\_\_\_\_Has the business or any principal ever declared bankruptcy  Yes  No  
*If yes, date files \_\_\_\_\_* Are there any outstanding liens or judgments  Yes  No  
# of Employees \_\_\_\_\_Federal ID Number \_\_\_\_\_ Sales Tax Exempt?  Yes  No *If yes, please attach copy of exemption certificate.*

Bonding Company \_\_\_\_\_ Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

Insurance Company \_\_\_\_\_ Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

**FINANCIAL INFORMATION:** *Additional financial information may be requested and is required for exposure over \$250,000*

BANK/FINANCE CO. REFERENCE		Checking:	Savings:	Loan:
Acct #	Contact/Phone #	<i>(Please provide current balances)</i>		
(1) _____	_____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
(2) _____	_____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____

TRADE REFERENCES:	Contact	Address (include city, state & ZIP)	Telephone #	Account #
(1) _____	_____	_____	_____	_____
(2) _____	_____	_____	_____	_____

**PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS:** *attach additional sheets, if necessary*

Name / Title \_\_\_\_\_ Birthdate \_\_\_\_\_ SS # \_\_\_\_\_

Home Address &amp; Phone # \_\_\_\_\_ % Ownership \_\_\_\_\_

Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_

Name / Title \_\_\_\_\_ Birthdate \_\_\_\_\_ SS # \_\_\_\_\_

Home Address &amp; Phone # \_\_\_\_\_ % Ownership \_\_\_\_\_

Net Worth \$ \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ Monthly Housing Payment \$ \_\_\_\_\_

**SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER**

NOTICE: Applicant and each other person signing below warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

For Dealer Use Only	Dealer Name	Sell Price: _____	Term	Interest Rate: _____ %
	Model Number	Net Down Pmt: _____	12	Retail Finance Plan Number: _____
		Taxes: _____	24	Other Financing Info (skip payments, etc.)
	Serial Number	Fees/Other: _____	36	
Net to Finance: _____		48	60	

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specified reasons for the denial. To obtain the statement, please contact: Holt Co. of Texas Financial Services Dept., 3302 South W.W. White Rd., San Antonio TX 78222 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 (providing 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.

# OPEN-END ACCOUNT AGREEMENT

\_\_\_\_\_  
("Customer") and the Holt entity specified on the signature page(s) hereof

(Name of Customer)

("HOLT") hereby agrees as follows:

- 1.) **Extension of credit:** Customer asks HOLT to extend open-end credit for Customer's account with HOLT for the purchase, lease or rental of goods and services offered by HOLT. Customer will pay to HOLT at its address set forth in paragraph 4 below (or such other address provided in writing to Customer by HOLT), the amount of all credit extended to Customer through charges to Customer's account by Customer or any person acting or purporting to act on Customer's behalf, and all finance and other damage charges incurred.
- 2.) **Terms:** Invoices charged to an approved open-end account are due and payable as follows or as otherwise provided in a particular invoice:
  - a.) Holt Texas, Ltd.; Holt Diversified Industries, Ltd.; HC Machinery Co.
    - (i) Parts and Services - thirty (30) days from invoice date
    - (ii) Equipment Sales and Rentals - in advance, prior to delivery of equipment
  - b.) Holt Rental Services Ltd.; Holt Pipeline Equipment, Ltd. - ten (10) days from invoice date
- 3.) **Finance Charge:** Invoices not paid on or before the due date will be assessed 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.
- 4.) **Change of Address and Billing Inquiries:** Customer will give prompt written notice to HOLT at 3302 So. W.W. White Road, San Antonio, Texas 78222 (or such other address provided in writing to Customer by HOLT), of a change of Customer's address so that invoices may be delivered to Customer's current address without delay. Any inquiries as to any invoice should be mailed to HOLT at the address listed above.
- 5.) **Default and Collection Cost:** 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 act in accordance with the terms of this Agreement, (b) death, bankruptcy or insolvency of Customer, or (c) Holt in good faith believes that the prospect of payment or performance of Customer's obligations to HOLT is impaired. Customer shall be liable for all collection costs actually incurred by HOLT and for reasonable attorney's fees in connection with the collection of Customer's indebtedness to HOLT.
- 6.) **Limitations of Warranties:** 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 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.
- 7.) **Miscellaneous:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and HOLT. As used herein, the singular number includes the plural. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. 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.
- 8.) **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 other 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 the 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.
- 9.) **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 to the exclusive jurisdiction of the courts of the state of Texas and the United States of America located in the City of San Antonio, Texas, for any actions, suits or proceedings arising out of or relating to this Agreement, any equipment purchased, leased or rented by Customer from HOLT, or any other service provided by HOLT to Customer (and agrees not to commence any such action, suit or proceeding except in such courts). Each party hereby irrevocable and unconditionally waives any objection to the laying of venue of any such action, suit or proceeding in the courts of the state of Texas or the United States of America located in the City of San Antonio, Texas, and hereby 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.
- 10.) **Arbitration:** Except as hereinafter provided, any controversy arising out of or relating to this Agreement, any equipment purchased, leased or rented by Customer from HOLT, or any services provided by HOLT to Customer, shall, at the option of either party, be settled by arbitration conducted in San Antonio, Bexar County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of the arbitrator(s) shall be borne (or reimbursed, as applicable) by the non-prevailing party. Notwithstanding the foregoing, any suit or action commenced by HOLT against Customer seeking to recover past due indebtedness owed to HOLT in connection with equipment sold, leased or rented to Customer or services provided to Customer shall not be submitted to arbitration unless Customer asserts in such suit or action an affirmation defense or counterclaim.
- 11.) **Business Purpose:** Customer warrants that the goods or services to be purchased, leased or rented by Customer from HOLT are for business, commercial or agricultural purposes, and not for personal, family or household use.

12.) **Additional Account Information:**

a.) Are purchase order numbers required on all purchases? [ ] Yes [ ] No

If yes, goods or services will not be provided until a purchase order number is provided.

b.) Are transactions tax exempt? [ ] Yes [ ] No

IF YES, EXEMPTION CERTIFICATE MUST BE ATTACHED. TAX WILL BE CHARGED ON ALL INVOICES UNLESS AN ACCEPTABLE TAX EXEMPTION CERTIFICATE IS PROVIDED. DEDUCTIONS FOR TAX WILL NOT BE ALLOWED WITHOUT AN ACCEPTABLE TAX EXEMPTION CERTIFICATE.

**SIGNATURE OF CUSTOMER:**

**(For Corporations or LLC's)**

**(For Partnerships)**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Partner

By: \_\_\_\_\_  
Signature of Authorized Representative

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Partner

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

Date: \_\_\_\_\_

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

**(For Individuals)**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Customer(s)

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

Date: \_\_\_\_\_

**(To be filled in by Holt)**

The HOLT entity which is a party to this Agreement is indicated by the "X" below:

\_\_\_\_\_ Holt Texas, Ltd., d/b/a Holt Company of Texas and Holt Petroleum

\_\_\_\_\_ Holt Rental Services, Ltd.

\_\_\_\_\_ HC Machinery Co., d/b/a HC Used Parts

\_\_\_\_\_ Holt Pipeline Equipment, Ltd.

\_\_\_\_\_ Holt Diversified Industries, Ltd. d/b/a Holt Aggregate Systems, Holt Machine Shop  
and Holt Hydraulic Service

Signature of Authorized Holt Representative

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTY AGREEMENT**

In consideration of the Holt entity specified on the signature page(s) of the foregoing Open-End Account Agreement ("HOLT") extending credit to \_\_\_\_\_ ("Customer"),  
(Name of Customer)  
each of the undersigned hereby individually, personally and unconditionally guarantees to HOLT and/or its successors and assigns, the prompt payment of all (I) charges due and owing to HOLT for any and all goods, wares, materials, merchandise and/or services sold, leased or rented by HOLT to the Customer, and (ii) any and all other costs, charges or expenses which Customer may become obligated to pay to HOLT in accordance with the provisions of the foregoing Open-End Account Agreement, including, without limitation, any and all finance charges. Each of the undersigned authorizes (i) HOLT to investigate all credit information given by such individual to HOLT, (ii) the release of any credit information requested by HOLT from such individual's banks and creditors, and (iii) HOLT to obtain credit information on such individual from personal credit bureaus.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE