



APPLICATION

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 & Phone # _____ % Ownership _____

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

Name / Title _____ Birthdate _____ SS # _____

Home Address & 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: _____
	Serial Number	Taxes: _____	24	Other Financing Info (skip payments, etc.)
		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 CAT 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

This Open End Account Agreement ("Agreement") is between _____ ("Customer"), on the one hand, and each of the following entities: (i) Holt Texas, Ltd., d/b/a Holt CAT and Holt Crane & Equipment; (ii) H C Machinery Co., d/b/a HC Used Parts; (iii) Holt Consulting Services, Inc. d/b/a Holt Development Services, Inc.; (iv) Holt Diversified Industries, Ltd.; (v) Holt Rental Services, Ltd; and their successors, assigns, affiliates, and management companies (individually and collectively referred to herein as the "Holt Entities" or "HOLT"), on the other hand, so that Customer may from time-to-time purchase, lease or rent goods or services. Customer and HOLT hereby agree 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 that Customer receives credit from. 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), all amounts of credit charged to Customer's account by Customer or any person acting or purporting to act on Customer's behalf, and all finance and other charges incurred. Holt is authorized to obtain, verify, and record any and all information required by the Patriot Act, or any similar financial disclosure laws or regulations.

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) Parts and Services – thirty (30) days from invoice date;
- b) Equipment Sales – in advance, prior to delivery of the equipment;
- c) Rentals – due and payable upon receipt of invoice; and

Payment must be in the form of cash, check or wire transfer, or such other method as HOLT, in its sole discretion, shall authorize.

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 any billing inquiries or a change of Customer's address.

5) **Default:** 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 pay when due any indebtedness owed to HOLT, whether arising hereunder or otherwise, and whether now existing or hereafter arising, (b) failure of Customer to otherwise comply with any of the other terms of this Agreement, (c) death, bankruptcy or insolvency of Customer, or (d) 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: (1) all costs of complying with any subpoena or deposition request in connection with suits, demands, proceedings or actions relating to Customer; and (2) all collection costs actually incurred by HOLT. These costs include, without limitation, reasonable attorney's fees and related expenses, hourly rates of mechanics or other hourly personnel who have to provide testimony, attend machine inspections or locate information and materials, and discounts given or fees paid if Customer's account is sent to a collection agency.

6) **Limitation of Warranties and Damages:** 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 SUITABILITY 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. 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 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 this 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, and waives any objection, to the exclusive jurisdiction of the courts of the State of Texas or the United States of America located in the City of San Antonio, Texas, for any actions, suits, arbitrations or proceedings arising out of or relating to this Agreement, any equipment or other goods purchased, leased or rented by Customer from HOLT, or any services provided by HOLT to Customer (and agrees not to commence any such actions, suits, arbitrations or proceedings except in such courts). Each party 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. Without waiver of this exclusive venue, it shall not be deemed a breach of this provision if HOLT elects to institute an action, suit, arbitration, or proceeding in the City of Dallas, Texas, if Customer has its principal place of business in Dallas County, Texas, or any county contiguous with Dallas County, Texas.

10) **Arbitration:** Except as hereinafter provided, any controversy arising out of or relating to this Agreement, even if Customer's application for credit is declined, limited, or terminated, 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, HOLT, without waiver of this arbitration agreement, may commence a suit or action against Customer seeking to recover past-due indebtedness owed to HOLT in connection with equipment or other goods sold, leased or rented to Customer or services provided to Customer without the case being submitted to arbitration, unless and until Customer or HOLT requests arbitration as provided herein. **RIGHT TO A JURY TRIAL IS HEREBY WAIVED.**

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.

NOTICE: CUSTOMER AGREES TO BINDING ARBITRATION AND WAIVER OF JURY TRIAL OF DISPUTES AS PROVIDED ABOVE.

SIGNATURE OF CUSTOMER:

[For Corporations, LLCs or Limited Partnerships]

Name of Company

By: _____
Signature of Authorized Representative

Title: _____

Printed Name: _____

Date: _____

[For Individuals]

Signature of Customer(s)

Printed Name: _____

Date: _____

[For General Partnerships]

Signature of Partner

Printed Name: _____

Signature of Partner

Printed Name: _____

Date: _____

SIGNATURE OF AUTHORIZED HOLT ENTITIES REPRESENTATIVE:

(Signature)

(Type or Print Name)

(Title)

Date: _____

GUARANTY AGREEMENT

In consideration of the extension of credit by one or more of the following entities: Holt Texas, Ltd., dba Holt CAT and Holt Crane & Equipment; H C Machinery Co.; Holt Consulting Services Inc. d/b/a Holt Development Services, Inc.; Holt Diversified Industries, Ltd.; Holt Rental Services, Ltd.; and their successors, assigns, affiliates, and management companies (collectively the "Holt Entities") to the Customer named in the foregoing Open End Account Agreement, each of the undersigned hereby individually, personally and unconditionally guarantees to the Holt Entities and/or their successors and assigns, the prompt payment of all (i) charges due and owing to the Holt Entities for any and all goods, wares, materials, merchandise and/or services sold, leased or rented by any of the Holt Entities to the Customer, (ii) all other indebtedness which is owed by Customer to any of the Holt Entities, whether now existing or hereafter arising; and (iii) any and all other costs, charges or expenses which Customer may become obligated to pay to the Holt Entities 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) the Holt Entities to investigate all credit information given by such individual to the Holt Entities, (ii) the release of any credit information requested by any of the Holt Entities from such individual's banks and creditors, and (iii) the Holt Entities to obtain credit information on such individual from personal credit bureaus. Each of the undersigned also agrees that paragraphs 4-11 of the foregoing Open End Account Agreement, including the agreement to arbitrate disputes, shall apply to the undersigned, individually, and is incorporated by reference as part of this Guaranty Agreement.

WITNESS

GUARANTOR

PRINTED NAME

DATE

WITNESS

GUARANTOR

PRINTED NAME

DATE