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Internal use only

CREDIT APPLICATION

Approved by Credit Limit

Date Approved

Business Name

Street Address

Phone Fax

Mailing Address

Type of Business ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Other

Year Established Fed ID

Owners Officers

	Name & Title	Address	Phone #	Soc. Sec. #
1				
2				

Accounts Payable Contact

Name Email Phone #

Invoices/Statements Emailed to:

Trade References:

	Company Name	Address	Phone #	Email
1				

Bank Reference

Name Phone #

Address Fax #

Contact Account #

THIS APPLICATION AND THE PERSONAL GUARANTY SET FORTH BELOW ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS APPLICATION, THE TERMS OF WHICH ARE EXPRESSLY INCORPORATED INTO THIS APPLICATION AND PERSONAL GUARANTY. PLEASE READ BEFORE SIGNING.

The business submitting this Application and applying for credit (the "CUSTOMER") certifies the above credit information is correct and authorizes and directs the above indicated bank, credit institutions, and trade references to verify said information and give additional requested information to Contractor Solutions, LLC and its affiliated companies (hereafter collectively referred to as ("COMPANY") upon request. The CUSTOMER hereby applies for an open account with the above COMPANIES, and agrees to be bound to the terms listed on both sides of this agreement as well as future amended terms of this credit application and hereby acknowledges receipt thereof. CUSTOMER also acknowledges that they are entering into an agreement with COMPANY and that this person is authorized to sign this document. CUSTOMER agrees that this is not a consumer credit transaction. This is a commercial transaction. A signed electronic copy shall be binding between the parties.

The undersigned certifies that they are the owner, officer, or authorized principal of the business applying for credit and they are authorized to bind the business named above. The undersigned hereby personally guarantees any indebtedness including finance charges, court costs, and attorney fees incurred by CUSTOMER and waives presentment and demand for payment, notice of nonpayment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of credit given pursuant to the provisions set forth in the attached Credit Terms. This is intended to be a continuing guarantee and shall continue as to all indebtedness incurred unless and until a written notice is served upon COMPANY, by Certified Mail Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases. A signed electronic copy shall be binding between parties.

Signature Date

Print Name SSN

Address Phone



CREDIT APPLICATION AND AGREEMENT

CREDIT TERMS

For the purpose of inducing the extension of credit from Contractor Solutions, LLC, and/or any of their affiliates, subsidiaries, divisions, related or parent company's (hereinafter collectively the "COMPANY"), CUSTOMER represents and warrants that the statements made and information contained herein or made a part of this agreement hereof, including any attachments submitted herewith and any future financial information submitted are complete, correct, and true, with the intent that strict reliance be placed thereon as the basis for the extension and continuation of credit. This Credit Application shall inure to the benefit of the COMPANY, and shall be binding on the estate and/or successors-in-interest of the undersigned.

THE CUSTOMER ACKNOWLEDGES THAT IT HAS SPECIAL SKILL AND KNOWLEDGE IN THE SELECTION AND USE OF THE EQUIPMENT AND MATERIAL TO BE PURCHASED OR RENTED FROM COMPANY AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE OR TO BE MADE BY COMPANY REGARDING THE SALE OR RENTAL OF ANY MATERIAL OR EQUIPMENT. THE CUSTOMER ALSO WAIVES ANY AND ALL CLAIMS FOR DAMAGES AGAINST COMPANY FOR ANY TYPE OF DAMAGE WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL NONCONSEQUENTIAL, AND CONSEQUENTIAL DAMAGES THAT CUSTOMER MAY SUFFER IN THE EVENT OF THEFT OR DAMAGE TO ANY EQUIPMENT THE CUSTOMER RENTS FROM COMPANY. THE CUSTOMER SHALL BE RESPONSIBLE TO PAY FOR THE REPAIR AND/OR REPLACEMENT OF SAID PROPERTY OR PARTS TO SAID PROPERTY AT THE REGULAR SHOP RATES AND PARTS CHARGES OF COMPANY, AS WELL AS ONGOING RENT UNTIL SUCH TIME AS COMPANY DEEMS DAMAGED EQUIPMENT READY TO RENT. IN THE EVENT THE CUSTOMER RENTS ANY EQUIPMENT THE CUSTOMER SHALL OBTAIN INSURANCE COVERING ALL RISK OF LOSS, THEFT OR DAMAGE FOR THE RENTED EQUIPMENT AND IN THE EVENT OF ANY SUCH LOSS, THE PROCEEDS OF SAID INSURANCE SHALL BE PAID TO AND ARE ASSIGNED TO COMPANY. COMPANY SHALL ALSO BE ADDED AS AN ADDITIONAL INSURED TO THE AFOREMENTIONED INSURANCE POLICY.

The CUSTOMER represents and warrants that the CUSTOMER is solvent and able to pay its debts as they become due, and that the information as set forth above and on the reverse side and/or any attachments submitted herewith and subsequently disclose the true state of the CUSTOMER's financial condition as of the date thereof. The CUSTOMER agrees to immediately notify COMPANY by certified mail of any material adverse change to the CUSTOMER's financial condition, any change in the form of ownership or identity of principals, in the event the CUSTOMER becomes; insolvent, is unable to pay debts as they become due, becomes party to any litigation, and in advance of any sale, encumbrance or transfer of any real property owned. Until such notice is received in hand by COMPANY, said information set forth above, on the reverse side and/or on any attachments submitted herewith is to be regarded as continuing true and accurate statement. In addition, the CUSTOMER agrees to submit additional financial information to COMPANY upon request. The use of a purchase order is for the convenience of the CUSTOMER and absence of a purchase order shall not be a defense to responsibility for a charge unless the CUSTOMER does not receive the equipment, parts or service. To the extent terms provided in a purchase order are inconsistent with any provision of this Agreement, then the provision which, in COMPANY'S sole discretion, favors COMPANY shall govern.

If credit is extended, Applicant acknowledges that COMPANY requires payment upon CUSTOMER'S receipt of invoice. Invoices are considered past due at 45 days from the invoice date. Equipment invoices are due upon delivery or as set out on the purchase agreement. In the event of failure to timely pay any invoice, Applicant agrees to pay a service charge to Contractor Solutions on such delinquent invoice(s), at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice and any and all collection costs, expenses, and/or attorneys' fees incurred by COMPANY to collect any outstanding balance owed (collectively "Collection Costs"), including, but not limited to, Collection Costs incurred in pre-suit collection efforts, lawsuits, arbitrations, and post-judgment, post-award, or settlement collection, including those Collection Costs incurred on appeal. At the discretion of COMPANY, any account with a delinquent balance may be placed on a cash basis at any time, and the equipment picked up without notice. COMPANY reserves the right to pursue remedies available to it under the party's contracts at law or in equity. Applicant agrees to be bound by the terms and conditions as set forth in COMPANY'S standard Rental and Sales agreements or similar document in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement, regardless of whether or not the agreement is executed by an authorized representative of Applicant. COMPANY reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights.

Accepted Invoices: As to invoices accepted, or to which timely objection is not made prior to the due date as required, it shall be presumed: that the invoice is accurate, that the goods or services referenced on the invoice were ordered by the applicant; that the goods or services were received by the applicant; that the prices charged are agreed and reasonable prices; that the invoice total is payable to COMPANY; and that the applicant agrees to pay the invoices within 45 days of the invoice date.

The CUSTOMER hereby grants to the COMPANY a security interest in all purchases made until such times as account has been paid in full. The CUSTOMER appoints any representative of COMPANY as CUSTOMER'S attorney-in-fact to sign and record UCC financing statement(s) to evidence CUSTOMER'S transactions. The CUSTOMER authorizes any of its employees to sign a rental or purchase agreement for such equipment and material and agrees to be bound by all the terms of said agreement. In the event the CUSTOMER directs COMPANY to deliver any equipment or material and the CUSTOMER does not have a representative present at the time of delivery, the CUSTOMER authorizes COMPANY to leave the equipment or material at the designated place of delivery. Upon said delivery, the CUSTOMER will be responsible for the equipment or material and shall be bound by the terms of COMPANY's customary written rental or purchase agreement. To the extent terms provided in COMPANY'S written rental or purchase agreement are inconsistent with any provision of this Agreement, then the provision which, in COMPANY'S sole discretion, favors COMPANY shall govern.

All material, equipment, or parts are FOB COMPANY facilities or manufacturer's facilities depending upon stocking of said material, equipment, and/or parts. In the event that material, equipment, or parts are shipped or delivered to CUSTOMER when CUSTOMER is not present, CUSTOMER authorizes COMPANY to deliver & leave material, equipment, or parts. Upon said delivery, the CUSTOMER will be responsible for material, equipment, or parts.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this Agreement and that his Agreement may not be modified except by a writing signed by each of the parties. In the event that any provision herein shall be deemed void or unenforceable, that provision shall be deemed stricken from this agreement and the remaining provisions herein shall be binding upon the parties.

CUSTOMER agrees this Agreement shall be performed in Polk County, Iowa and this Agreement will be governed by the laws of the State of Iowa. YOU AGREE

THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN POLK COUNTY, IOWA OR IN ARBITRATION. COMPANY SHALL HAVE SOLED DISCRETION TO DETERMINE WHETHER THE DISPUTE WILL BE ARBITRATED. IF COMPANY CHOOSES TO ARBITRATE, THEN (A) THE ARBITRATION SHALL BE CONDUCTED UNDER THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AS MODIFIED HEREIN); (B) COMPANY HAS THE SOLE DISCRETION TO DETERMINE WHETHER THE DISPUTE WILL BE HEARD BY ONE OR THREE ARBITRATORS; (C) CONTRACTOR HAS THE SOLE DISCRETION TO DETERMINE WHETHER AND WHAT TYPE OF DISCOVERY WILL BE ALLOWED; AND (D) COMPANY HAS THE SOLE DISCRETION TO DETERMINE THE LOCATION OF THE ARBITRATION. PERSONAL JURISDICTION AND VENUE UNDER THIS AGREEMENT SHALL BE IN THE STATE OR FEDERAL COURT LOCATED IN DES MOINES, POLK COUNTY, IOWA. CUSTOMER agrees that CUSTOMER will not sue COMPANY for any claim more than one year after the event on which CUSTOMER bases its claim. CUSTOMER specifically agrees to waive any right to transfer venue and that this Agreement is knowing and voluntary and is an essential term to COMPANY'S willingness to enter into this Agreement.

CUSTOMER AND COMPANY EXPRESSLY WAIVE ANY RIGHTS TO TRIAL BY JURY ON ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT. CUSTOMER agrees that this jury waiver is knowing and voluntary and is an essential term to COMPANY'S willingness to enter into this agreement.

Contractor Solutions, LLC and/or its agents, assigns, or affiliates may obtain commercial and consumer credit reports, investigate references and statements, and make other credit inquiries about the applicant and all such individuals, and anybody contracted in connection therewith may release any credit and financial information.

Contractor Solutions, LLC and/or its agents, assigns, or affiliates may share with one another and credit reporting and monitoring agencies financial, credit and other information about the applicant and such individuals and use shared information to market to the applicant and the individuals.