

H&E Branch Location (City, State) and Sales Representative

## APPLICATION FOR COMMERCIAL CREDIT AND CONTRACT

Please fill out completely. Email signed application to [creditapp@he-equipment.com](mailto:creditapp@he-equipment.com). Incomplete applications will not be processed.

Company or Corporation Name or Full Legal Name of Applicant if Sole Proprietor \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address: Street/PO Box City State Zip Phone # Industry / SIC Code

Physical Address: Street City State Zip Fax # Mobile #

Own  Lease/Rent \_\_\_\_\_ Landlord / Mortgage Company City State Zip Phone #

Subsidiary/Division of: \_\_\_\_\_ City/State: \_\_\_\_\_ Phone #: \_\_\_\_\_

Business Type (choose one): State Chartered: \_\_\_\_\_ State Organization#: \_\_\_\_\_ County: \_\_\_\_\_ When: \_\_\_\_\_

If less than 3 years, must sign Guarantee

Corporation Corporation or LLC Federal ID#: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ State: \_\_\_\_\_

LLC Please provide copy of Articles of Organization Partner Name (Full Legal) / % Residence Address Phone # Social Security #

Partnership Partner Name (Full Legal) / % Residence Address Phone # Social Security #

Sole Proprietorship Spouse Name (Full Legal) Date of Birth Social Security #

Spouse Name (Full Legal) Date of Birth Social Security #

Tax Exempt  Yes  No Purchase Order Required  Yes  No Statements Required  Yes  No Invoices Emailed  Yes  No  
Tax will be charged without valid certificate on file

Principal Bank: \_\_\_\_\_ City: \_\_\_\_\_ Loan Officer: \_\_\_\_\_

Phone #: \_\_\_\_\_ Account Number(s): Checking: \_\_\_\_\_ Savings: \_\_\_\_\_ Loan: \_\_\_\_\_

Insurance Agent Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Bonding Agent Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Trade References:** Name Address Phone #

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Estimated Monthly Purchases:  \$1,000  \$5,000  \$10,000  \$25,000+

Number of Machines in Equipment Fleet: \_\_\_\_\_ Type: \_\_\_\_\_ Financed Through: \_\_\_\_\_

### TERMS AND CONDITIONS OF SALE

THIS AGREEMENT CONTAINS PROVISIONS RELATING TO INDEMNIFICATION, LIABILITY RELEASE, LIMITATION OF REMEDY, ALLOCATION OF RISK AND INSURANCE

This agreement may be delivered and or received by electronic transmission or facsimile which shall be deemed to be an original.

This application is submitted by the undersigned (hereafter referred to as 'Applicant') for the purpose of obtaining an open charge account with H&E Equipment Services, Inc. and its affiliates and divisions, including but not limited to H&E Equipment Services (Mid-Atlantic), Inc., Great Northern Equipment Inc. and H&E Equipment Services (California), LLC (hereinafter referred to as 'H&E'). All representations above are accurate, complete and truthful to the best of the Applicant's knowledge and belief. Applicant agrees and understands that the terms of H&E are:

- Except for extended term contracts, current billings are payable upon receipt of invoice. Applicant agrees to pay the amount due within thirty (30) days of each invoice date. Balances beyond thirty (30) days will be subject to a one and one-half percent (1½%) finance or interest charge per month (18% per annum) or the highest rate allowable by law. Applicant's account will be delinquent when any part of the account is thirty (30) days past due. H&E reserves the right to apply payments at its discretion. H&E may at its option and without notice raise or allow charges in excess of any credit limit granted. Applicant understands it is responsible for all charges to the account. A \$25 fee for each NSF check will be assessed. All open accounts expire after one year of inactivity. Customers wishing to re-open an account will be asked to re-apply and submit a new application.
- Applicant shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. Applicant agrees that legal jurisdiction of this and all future contracts shall be at East Baton Rouge Parish, Baton Rouge, Louisiana, USA
- Any disputes must be reduced to writing and delivered with reasonable timeliness (usually 30 days of incident) via certified mail to the H&E corporate office at 7500 Pecue Lane, Baton Rouge, LA 70809 Attn: Credit Manager. Likewise, any checks marked 'payment in full' must also be sent via certified mail to the address and attention above. It is agreed that checks marked 'payment in full' or other language with similar intent sent to the lockbox shall not relieve H&E of any rights whatsoever.

4. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by H&E prior to acceptance. Quotes may or may not include any taxes; and where applicable, such taxes shall be billed as a separate item and paid by the Buyer. All material returned for credit must be with prior approval and shall be subject to a normal restocking charge.
5. Goods sold by H&E are products of reputable manufacturers. H&E shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing constitutes the exclusive remedy of the buyer and sole obligation of H&E. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
6. H&E's liability for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation, or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. H&E shall not be liable for any labor charges without the prior written consent of H&E. H&E shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the buyers for such damages. If H&E furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject H&E to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
7. H&E will make every reasonable attempt to deliver and/or pick-up equipment for rental or sale to/from customers designated location at a time in which customer representative will be available for inspection, approval, and to sign documents and contracts. However, Applicant acknowledges that this is not always possible. Applicant gives express authorization for H&E to deliver and/or pick-up equipment to/from a job site in the event that customer is not available to sign for the equipment. Applicant agrees to sign the necessary documents and contracts subsequently upon request. Applicant understands and agrees that all responsibilities and liabilities toward said equipment shall be in effect as if documents and contracts were signed by customer at time of delivery and/or pick-up. Applicant understands it is responsible for equipment until picked up by or delivered to H&E, regardless of rental call off time/date.
8. Applicant agrees that post audits will be performed no earlier than two (2) years prior to the current date and must include all documentation to substantiate any claim. Post audits by outside resources must be reviewed and approved by customer before being submitted to H&E and a customer contact must be provided. Customer agrees to allow at least 90 days after submitting post audits before any deductions are taken. Post audits not meeting these requirements will not be allowed.
9. 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 applicants 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 is the Federal Trade Commission. In the event that H&E takes adverse action on account credit terms, applicant has the right to request in writing within 60 days the reason for the adverse action. H&E may request certain consumer information in conjunction with this application that may be subject to H&E's "Privacy Policy". Such policy is available upon request at 7500 Pecue Lane, Baton Rouge, LA 70809.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon H&E unless specifically assented to in writing by an authorized representative of H&E's Management. PURCHASER ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERSEDE ANY TERMS AND CONDITIONS ON ANY PURCHASE ORDER ACCEPTED BY H&E EQUIPMENT SERVICES INC.

It is agreed that sales of products or services rendered by H&E Equipment Services, Inc. and its affiliates and divisions including but not limited to H&E Equipment Services (Mid-Atlantic), Inc., Great Northern Equipment Inc. and H&E Equipment Services (California), LLC (hereinafter referred to as 'H&E') will be based on the terms and conditions found here and on the first page of this form. If Applicant is a corporation, partnership, LLC, or other business entity, the undersigned affirmatively states that s/he is authorized to make application on behalf of said entity and to obligate same for any credit extended thereto as a result of this application; and further that the entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until such notice to the contrary is given in writing to H&E at 7500 Pecue Lane, Baton Rouge, La 70809. Applicant certifies that the business is not insolvent. Applicant authorizes any individual, firm, corporation, or credit agency to disclose to H&E, orally or in writing, any information pertinent to this application and agrees that credit information may be given to other trade sources and credit reporting agencies as a normal course of business. If Applicant is an individual, sole proprietorship, or partnership, applicant gives express authority to H&E to, at the sole discretion of H&E, investigate and obtain any information deemed useful by H&E and connected to the establishment of or operation of an open credit account with H&E including, but not limited to, bank, personal and trade references, consumer reports, and credit bureau reports. **If application is submitted in conjunction with request by Applicant for H&E to aid in obtaining equipment sales financing, Applicant gives express authorization to and instruction of bank, trade references, consumer and commercial reporting agencies, and any other source deemed necessary, to release credit information to any financial institution requesting such information in conjunction with this application.**

**NOTICE TO APPLICANT** - Do not sign this agreement until you have read it. You are entitled to a copy of the signed agreement. By signing this agreement, you acknowledge that you have read the entire application, including the terms and conditions, and agree to same, in full.

Signature	Title	Date
Name of Person Signing	Company Name	Phone

**GUARANTEE OF INDEBTEDNESS**

For value received, and in consideration of Applicant applying for credit herein, the undersigned Guarantor(s) in order to induce H&E Equipment Services, Inc. and its affiliates and divisions, including but not limited to H&E Equipment Services (Mid-Atlantic), Inc., Great Northern Equipment Inc. and H&E Equipment Services (California), LLC (hereinafter referred to as 'H&E') to extend credit to applicant, does hereby consent to the terms above and does unconditionally personally guarantee all sums which may be owed by applicant to H&E, whether said indebtedness is due now or hereafter incurred, including but not limited to the payment of all costs of collection and attorney's fees. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with H&E all without notice to the undersigned Guarantor(s). H&E may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant without releasing the undersigned Guarantor(s) any or all of which actions may be taken without notice to guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release other Guarantor(s) and may be done without notice to other Guarantor(s). The undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Baton Rouge, Parish of East Baton Rouge, Louisiana. "The undersigned Guarantor(s) hereby consent(s) to H&E use of non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigns as guarantor(s) in connection with the extension of the business credit as contemplated by this credit application. The undersigned hereby authorize(s) H&E 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 knowingly consent to

I, \_\_\_\_\_, hereby personally guarantee the obligations of \_\_\_\_\_ to H&E.  
 \_\_\_\_\_  
 Print Name (without title) Company or Corporation Name  
 \_\_\_\_\_  
 Date Guarantor's Signature (without title) Guarantor's Social Security #

I, \_\_\_\_\_, hereby personally guarantee the obligations of \_\_\_\_\_ to H&E.  
 \_\_\_\_\_  
 Print Name (without title) Company or Corporation Name  
 \_\_\_\_\_  
 Date Guarantor's Signature (without title) Guarantor's Social Security #

If Guarantor resides in a **Community Property State** such as AZ, CA, ID, LA, NV, NM, TX, and WA, **Guarantor hereby warrants that he/she is unmarried (initials)** \_\_\_\_\_ or the **Guarantor's Spouse must also sign above.**