



Please return this completed form to:

ap@stineequipment.com

CREDIT APPLICATION AND ACCOUNT AGREEMENT

The undersigned Applicant and Customer ("Customer") hereby applies and specifically requests the establishment of an open account with credit from Stine Equipment, LLC ("Stine"), for the purpose of renting certain equipment on credit. Upon approval, this Credit Application and Account Agreement (the "Account Agreement") will create an account with Stine. The following information is provided for consideration by Stine in the approval of the credit application. Customer understands that the submittal of this credit application does not constitute a credit account until approved by Stine. Customer certifies that all information provided to Stine is true, accurate, and complete. All such information has been submitted for the purpose of obtaining credit. Customer and each guarantor authorize Stine to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future.

1. BUSINESS INFORMATION

Legal Name/Business Entity	Phone Number	
Doing Business As (DBA)	Tax ID # / or SSN	Fax Number
Physical Address	City	Zip
BILL TO: Name	Address	Phone Number
Email Address	Web Address	
Company Type <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Franchisee		
Contractor License	Number of Employees	Date Established
Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No Statement Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Authorized Buyers? <input type="checkbox"/> Yes <input type="checkbox"/> No *If Yes, provide the names here: _____		
Tax Resale/ Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If Yes, enclose exemption certificate. Sales tax will be added until a valid Certificate is provided.)		

2. PRINCIPAL OWNER (if a corporation, list shareholders; if a LLC, list members; if a partnership, list partners)

Name	Title	Address	Phone
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3. TRADE CREDIT REFERENCES

Company Name	Contact	Your account number with them:
Address	City	State Zip Phone Fax
Company Name	Contact	Your account number with them:
Address	City	State Zip Phone Fax
Company Name	Contact	Your account number with them:
Address	City	State Zip Phone Fax

CUSTOMER AGREES THAT ALL SALES AND EXTENSIONS OF CREDIT MADE TO CUSTOMER BY STINE SHALL BE SUBJECT TO THE RENTAL AGREEMENT TERMS AND CONDITIONS (ATTACHED TO THIS ACCOUNT AGREEMENT), AS THE SAME AND MAY BE AMENDED BY WRITTEN NOTICE TO CUSTOMER FROM TIME TO TIME.

CUSTOMER:

Name of Business: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____

PERSONAL GUARANTY

To induce Stine to extend credit to Customer, the undersigned (jointly and severally, if more than one) (“Guarantor”) hereby guarantees payment of all existing and future indebtedness of Customer to Stine, including any costs, expenses, and reasonable attorneys’ fees payable as a consequence of Stine’s collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Stine to give notice to Guarantor of any extension of credit to Customer, any renewal thereof, any modification of the terms thereof, or Stine’s arrangements with any other Guarantor. Guarantor agrees to provide personal financial information as reasonably requested by Stine.

Signature: _____ Printed Name: _____ Date: _____

Signature: _____ Printed Name: _____ Date: _____

GUARANTOR INFORMATION

First Name	Middle Name or Initial	Last Name	Social Security Number
Present Home Address		Home Phone Number	Fax
City		State	Zip

First Name	Middle Name or Initial	Last Name	Social Security Number
Present Home Address		Home Phone Number	Fax
City		State	Zip

TERMS AND CONDITIONS

- 1. DEFINITIONS.** “Rental Agreement” means the Rental Agreement executed by and between Stine and Customer, including the front and back pages of the Rental Agreement and any Addendums or exhibits attached thereto, as well as these Rental Agreement Terms and Conditions (the “Terms”). “Stine” means Stine Equipment, LLC, a Texas limited liability company from whom Customer has rented the Equipment. “Equipment” means any one or more of the items identified as such on the first page of this Rental Agreement and any accessories, attachments or other similar items delivered to Customer, including, but not limited to, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. “Customer” means the person or entity identified as such on the first page of this Rental Agreement or any representative, agent, officer or employee of Customer. “Store Location” means the Stine address in the center on the first page of this Rental Agreement. “Rental Period” means the period of time between the “Date Out” and “Date Due In,” set forth on the first page of this Rental Agreement, except that the Rental Period may terminate earlier as provided in Sections 17 and 22 hereof.
- 2. AUTHORITY TO SIGN.** Customer represents and warrants that Customer is of legal age, and has the authority and power to sign this Rental Agreement on behalf of Customer.
- 3. INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD STINE, AND ANY OF STINE’S AFFILIATES, MEMBERS, MANAGERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES; LOSS OF PROFIT OR REVENUE, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES. DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THIS RENTAL AGREEMENT, THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT OR CUSTOMER’S BUSINESS. THIS SECTION 3 AND ANY OTHER OBLIGATION FOR CUSTOMER TO INDEMNIFY STINE ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST STINE BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION, INCLUDING WHETHER DAMAGES WERE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY STINE FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF STINE. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF, THE INDEMNITY PROVISIONS IN THIS RENTAL AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY CUSTOMER’S OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND AFFECT NOT WITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THIS RENTAL AGREEMENT.
- 4. INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer’s needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road use, prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer’s towing vehicle, if any, Customer acknowledges Stine is not responsible for any damage to Customer’s towing vehicle caused by detachable hitches or mirrors.
- 5. LIMITATION OF LIABILITY.** IN NO EVENT SHALL STINE BE RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR ITS USE, STINE’S FAILURE TO DELIVER THE EQUIPMENT AS REQUIRED HEREUNDER, OR STINE’S FAILURE TO REPAIR OR REPLACE NON-WORKING EQUIPMENT. CUSTOMER ACKNOWLEDGES AND ASSUMES ALL RISKS INHERENT IN THE OPERATION, USE AND POSSESSION OF THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER UNTIL THE EQUIPMENT IS RETURNED TO STINE AND WILL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE FROM THE EQUIPMENT.
- 6. USE OF EQUIPMENT.** Customer will not use or permit anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer’s sole expense, to comply with all applicable municipal, state and federal laws, ordinances and regulations (including OSHA and the Internal Revenue Code) which may apply to the use of the Equipment. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD STINE HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY STINE DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer acknowledges that Stine has no responsibility to inspect the Equipment while it is in Customer’s possession. Stine shall have the right to enter Customer’s facility and replace the Equipment with other similar equipment at any time and for any reason.
- 7. DISCLAIMER OF WARRANTIES.** WITHOUT LIMITING THE FOREGOING, STINE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THIS RENTAL AGREEMENT AND THE EQUIPMENT, MADE IN CONNECTION WITH THIS RENTAL AGREEMENT. STINE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. STINE MAKES NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER’S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

8. MALFUNCTIONING EQUIPMENT. Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Stine (but in any event no later than two business days following discovery of the defect). If such condition is the result of normal operation, Stine will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. Stine has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure, as substantiated by documentary evidence. Customer must return the Equipment to the Store Location within 24 hours from the time of a documented defect in order to terminate the rental charges.

9. RETURN OF EQUIPMENT/DAMAGED & LOST EQUIPMENT. At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Stine's regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that Stine has agreed to pick up the Equipment from Customer, Customer shall notify Stine in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation number from Stine. Stine shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is returned to the Store Location, including any damage during transit to or from Customer (whether or not the Equipment is picked up by Stine). In the case of the loss or destruction of any Equipment, or inability or failure to return same to Stine in the same condition and repair as delivered (subject to reasonable wear and tear) for any reason whatsoever, Customer will pay Stine the then-full replacement list value together with the then-full rental rate as specified until such Equipment is repaired or replaced, in addition to any other damages. If the Equipment is not returned, Customer shall pay Stine the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Stine shall be under no obligation to commence repair work until Customer has paid to Stine the estimated cost therefor.

10. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. Without limiting the generality of the foregoing, the following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (c) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (d) wear resulting from use in excess of shifts for which rented; and (e) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

11. LATE RETURN. Customer agrees that if the Equipment is not returned by the end of the Rental Period in the same condition and repair as delivered (subject to reasonable wear and tear), Stine, in its sole discretion, may require Customer to do any of the following: (a) continue to pay the rental rate(s) applicable to the Equipment as specified on the front page of this Rental Agreement; (b) for periods less than 24 hours pay the full daily rental rate applicable to the Equipment; (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (d) any combination of the foregoing.

12. RENTAL PERIOD/CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during Stine's regular business hours. Rental charges do not include the cost of fuel, delivery/pick up fees, licenses, taxes and government charges. Customer may be charged additional charges as follows: (i) a cleaning fee if required; (ii) fees for lost keys; (iii) preventive maintenance fees; (iv) an environmental fee; and/or (v) an emissions fee. When the Equipment is returned not completely full of fuel, Stine will fill up such Equipment with fuel and Customer will be charged a per gallon rate for this fuel as determined by Stine. In the event that Stine has agreed to pick up the Equipment from Customer, Customer shall notify Stine in writing that the Equipment is "off rent", at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per 4 week period. On power equipment, operations in excess of one shift will be at Stine's standard premium rental rates. Customer will truthfully and accurately certify to Stine the number of shifts the Equipment was operated and Stine shall have the right to have documentary evidence of such number at its request. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Agreement. TIME IS OF THE ESSENCE.

13. DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit may be credited against any damages, cost or expense incurred by Stine as a result of the breach.

14. PAYMENT. All amounts due hereunder shall be payable in full upon the end of the Rental Period, return of the Equipment to Stine, or 30 days following Stine's invoice to Customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to Stine's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Stine agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such past due amounts, or the maximum amount allowed by applicable law.

15. TITLE/NO PURCHASE OPTION/NO LIENS. This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Stine. Unless covered by a specific supplemental agreement signed by Stine, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances. Stine shall have the right to file a UCC-1 Financing Statement to notice the rental of the Equipment.

16. TIRE AND TUBE REPAIR OR REPLACEMENT. Repair or replacement of tires and tubes is the responsibility of Customer, and is not included in the rental rate.

17. DEFAULT. Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "Insolvent" (as defined herein), or should Stine anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, Stine may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause Stine's employees or agents, without notice or legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, in which event Customer waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Stine in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer (i) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

18. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) property insurance for the full replacement cost of the Equipment; (b) commercial auto liability insurance with at least a per occurrence limit of \$2 million; and (c) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) for any property damage, bodily injury or personal and advertising injury arising out of the maintenance, operation, possession or use of the Equipment with combined single limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Stine shall be named as an additional insured for liability insurance and additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of Customer. All insurance required by this agreement shall include a waiver of rights and recovery against Stine or its insurers by Customer and its insurers, as well as a waiver of subrogation against Stine or its insurers. The policies required hereunder shall provide that Stine must receive not less than 90 days' notice prior to any cancellation. Customer shall provide Stine with proof of such insurance upon request.

19. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not assign this Rental Agreement or sublease, subrent, assign or loan the Equipment without first obtaining the written consent of Stine, and any such action by Customer, without Stine's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless Stine approves otherwise in writing. Stine may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any monies or other benefits due or to become due hereunder.

20. ENTIRE AGREEMENT. This Rental Agreement, including the front and back pages of this Rental Agreement, any Addendum attached thereto, and these Terms, represents the entire agreement between Customer and Stine with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of Stine's rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both Stine and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only.

21. ORDER OF PRECEDENCE. These Terms and the terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents.

22. OTHER PROVISIONS; CHOICE OF LAW; EXCLUSIVE VENUE.

A. Any failure of Stine to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of Stine's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provisions hereof against Stine as the draftsperson of this Rental Agreement. Customer shall pay the rental charge(s) without any offsets, deductions or claims. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Stine in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms. Stine shall have the right to immediately repossess the Equipment without any liability to Customer, in the event of (i) permanent closure of the Stine Store Location; or (ii) declaration of any emergency, disaster, epidemic or pandemic (including, without limitation, COVID-19 Virus outbreak) or similar situation by any federal, state or local government.

B. This Rental Agreement and these Terms shall be construed and interpreted under the laws of the State of Texas, excluding its conflict of laws principles. All actions arising from or relating to this Rental Agreement shall be brought exclusively in the appropriate state, federal or any combination of the above courts located in Dallas County, Texas. The parties consent to exclusive jurisdiction in such venue and to service of process by mail. TRIAL BY JURY IS WAIVED.