



APPLICATION FOR CREDIT

WAGNER RENTS



COLORADO : 18000 Smith Road, Aurora, CO 80011
Ph# (303)739-3000, Fax# (866)716-4470

COLORADO: 805 W. 39th Ave., Denver, CO, 80216
PH# (303)561-0451, Fax# (866)716-4470

TEXAS : 10501 Dyer St., El Paso, TX 79924
PH# (915)821-7651, Fax# (505)343-2739

TEXAS: 6960 Commerce St., El Paso, TX 79915
PH# (915) 771-6000, Fax# (505)343-2739

NEW MEXICO: 4000 Osuna Rd. N.E., Albuquerque, NM 87109
PH# (505)345-8411, Fax# (505)343-2739

NEW MEXICO: 2929 Candelaria Rd. NE, Albuquerque, NM 87107
PH# (505)938-2000, Fax# (505)343-2739

Type of account requested: _____ Parts & Service _____ Machine Rental & Purchase

RETURN BY FAX TO: Colorado (866)716-4470; New Mexico & Texas (505)343-2739

GENERAL INFORMATION

Please Print or Type

SALESMAN:

DATE:

Form containing fields for Applicant Name, Physical Address, Billing Address, Business Phone #, Contact Name, Type of Business, Business Start Date, State of Incorporation or Formation, Has the business or principal ever filed bankruptcy?*, Are there any outstanding liens/judgments?*, SPECIAL BUSINESS LICENSES, Bonding Company, Insurance Company.

REFERENCES:

Form for references with columns for BANK and Trade, including Name, Acct #, Officer, Phone, Contact, Address, and Trade.

Please Note: Additional financial information may be requested and is required for financing exposure over \$250,000.00

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS:

Attach additional sheets, if necessary

Form for personal information on owner/principals/guarantors with fields for Name/Title, Home Address, Net Worth \$, Annual Income \$, House Payment \$, and SSN.

TYPE AND LOCATION OF REAL ESTATE OWNED:

Form for type and location of real estate owned with columns for BUSINESS and PERSONAL.

CONTRACT WORK IN PROGRESS: (Complete if applicable)

Name of Company _____ Address _____ Phone # _____ Job Location _____ Contract \$ Balance _____

SPECIAL BILLING INSTRUCTIONS: Are purchase orders required? Yes No Job orders? Yes No

MACHINE OWNERSHIP INFORMATION

Please list the make and model of machines, currently owned by your business. Please attach additional sheets if necessary.

MACHINES
Make _____ Model _____
Make _____ Model _____
Make _____ Model _____

Nature of business:

Please complete the following information as it applies to your business. This information will assist us in serving you better with product update information and over-the-counter service.

- Construction School/Church Hospital Hotels/Restaurant Heat/Air/Plumbing Agriculture
- Trucking Concrete/Electrical Public Utilities Environmental Manufacturing
- Mining Excavation/Landscaping Logging Other _____

A DAMAGE WAIVER IS CHARGED ON ANY RENTED EQUIPMENT ON WHICH CUSTOMER DOES NOT SUPPLY A CURRENT INSURANCE CERTIFICATE. IT IS CUSTOMER'S RESPONSIBILITY TO FURNISH THE INSURANCE CERTIFICATE TO WAGNER EQUIPMENT CO., WAGNER RENTS INC., AND CATERPILLAR FINANCIAL SERVICES CORPORATION SHOWING COVERAGE OF LEASED AND RENTED EQUIPMENT. THE DAMAGE WAIVER IS NOT ALL INCLUSIVE. CUSTOMER SHOULD SEE THE RENTAL CONTRACT FOR COVERAGE.

Applicant's signature warrants: (a) ability, and willingness to pay invoices in accordance with Wagner Equipment Co., Wagner Rents, Inc. and/or Caterpillar Financial Services Corporation's (hereinafter "SELLER") standard terms; (b) agreement to pay a service charge of up to 1.75% per month (21% Annual Percentage Rate) or maximum rate applicable by law added on Past due Accounts; (c) agreement to pay all reasonable cost of collection, including a reasonable sum for attorney fees if the account is not paid when due; (d) all purchases made on open account are solely for commercial purposes. Customer represents that customer is not a "consumer" and waives any rights granted under Federal Consumer Credit Protection Act or any other Federal or Local laws pertaining to "Consumer Rights"; (e) a faxed copy of this credit application is considered the original; (f) the undersigned has full power and authority to execute this credit application on behalf of Applicant; (g) SELLER(s) may resort to any security it or they may have in order to satisfy any debt with SELLER(s) not withstanding any collateral or security agreement. SELLER(s) shall also retain all rights of set off against any equipment, equity, assets, security, credits due or accounts of or with Customer. SELLER(s) rights are cumulative and not alternative; (h) Customer shall send SELLER(s) written notice of any in the form of or the ownership of the Customer's business within five days after any change; (i) any damage to and repair of rental equipment, including all parts, labor and service work provided, shall be charged as additional rental (j) any equipment rented on a demonstration or "demo" basis shall be subject to the terms and conditions of this agreement. All demo equipment shall be returned to SELLER(s) in the same condition as received by Customer. All demos shall be considered rentals and subject to all terms and conditions of Wagner Equipment Co. Standard rental agreement, after two (2) days unless otherwise stated in writing on any rental agreement and Customer agrees to pay all rental charges exceeding two (2) days (use shall not exceed 16 hours in any 48 hour period). Customer agrees to be liable for any damage to or theft of demo equipment. If a demo is damaged lost or stolen, Customer shall be responsible for and pay SELLER(s) for such damage, loss or theft under the payment terms set forth in this agreement (k) Customer shall advise SELLER(s) as to the location of rental equipment at all times, and Customer shall not move rental equipment from the agreed location without first notifying SELLER(s) (l) Wagner reserves the right to stop furnishing and to pick up equipment on any of Applicant's accounts or projects if Applicant fails to comply with the terms of this agreement, rental agreements or exceeds credit limits. Such action shall be within WAGNER'S sole discretion, and WAGNER shall be under no obligation to pick up or stop supplying equipment on Applicant's accounts or projects. WAGNER need not strictly follow established credit limits. (m) All financial statements provided to SELLERS are true and correct and Applicant agrees to provide updated financial statements to SELLERS upon any of their reasonable requests.

WAGNER EQUIPMENT CO. PAYMENT TERMS: Equipment purchases and Rentals payments in full due upon receipt of invoice. Parts and service on open account - Total amount due 10th of each month following invoice date.

Applicant's signature warrants that for purpose of determining the venue for bringing any legal action on the account, that if the account is payable at Wagner Equipment Co.

(1) 18000 Smith Road, Aurora, Venue shall be Adams County, CO; (2) 4000 Osuna Rd. N.E., Albuquerque, venue shall be Bernalillo County, NM; (3) 10501 Dyer St, El Paso, venue shall be El Paso County, TX. Any such action may be brought in Adams, Bernalillo or El Paso County at the election of Wagner Equipment Co.

WAGNER RENTS, INC. PAYMENT TERMS: Equipment purchases - Cash on delivery or as arranged through Credit Department. Equipment rental, parts and services on open account - Net 30 days.

Applicant's signature warrants that for purposes of determining the venue for bringing any legal action on the account, that if the account is payable to Wagner Rents, Inc., (1) 805 W. 39th Ave, Denver, venue shall be Denver County, CO; (2) 2929 Candelaria Rd., NE, Albuquerque, venue shall be Bernalillo County, NM; (3) 6960 Commerce St., El Paso, venue shall be El Paso County, TX. Any such action may be brought in Denver, Bernalillo or El Paso County at the election of Wagner Rents, Inc.

CATERPILLAR FINANCIAL SERVICES CORPORATION PAYMENT TERMS: In accordance with the term of the lease, note and security agreement.

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

Everything stated in this application is true and correct and accurately describes my (our) financial condition as of the date signed to the best of my knowledge. SELLER(s), Wagner Equipment Co., Wagner Rents, Inc. or Caterpillar Financial Services Corporation, is authorized to obtain such information as required to evaluate the credit worthiness and financial responsibility of the Customer, any principal of and any guarantor for this Customer. SELLER(s) are authorized to conduct a complete credit review including obtaining a credit report and making inquiry of all creditors listed on this application or creditors discovered through whatever source and to release all such information to any party which may provide credit to applicant. SELLER(s) are also authorized to review my account from time to time and to obtain any credit information needed for purposes of collection. By signing below, express authority is given to creditors to release any information requested by SELLER(s). Customer agrees that this application will remain SELLER(s) property whether or not credit is granted.

Company Name: _____
Signature: _____ **Date:** _____ **Signature:** _____ **Date:** _____
Printed Name/Title: _____ **Printed Name/Title:** _____

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Wagner Equipment Co., and/or Wagner Rents, Inc. within 60 days from the date you are notified of the decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your written 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 (provided 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, D C 20580.