



A Division of Woudenberg Enterprises • Established 1962  
**World Class Customer Service**

**PHOENIX**  
 320 S. 19<sup>th</sup> Avenue  
 Phoenix, AZ 85009  
 Phone 602-253-3311  
 Fax 602-253-3320

**SAN DIEGO**  
 15303 Olde Highway 80  
 El Cajon, CA 92021  
 Toll Free 800-321-5285  
 Phone 619-441-3330  
 Fax 619-441-3650

**TUCSON**  
 4360 E. Tennessee Street  
 Tucson, AZ 85714  
 Phone 520-352-3311  
 Fax 520-352-3312

**LOS ANGELES**  
 14511 Industry Circle  
 La Mirada CA 90638  
 Toll Free 866-270-9960  
 Phone 714-994-8728  
 Fax 714-994-8705

**EI PASO**  
 3540 Lee Boulevard  
 El Paso, TX 79936  
 Phone 915-855-7100  
 Fax 915-855-7102

**ACCOUNTING**  
 Phone 480-361-8452  
 Fax to 480-488-5795  
 accounting@tsraz.com  
**REMIT TO ADDRESS**  
**P.O. Box 13641**  
**Scottsdale, AZ 85267**

**Owner Information**

Last Name:	First Name:	Middle Initial:	Title:
Name of Business:		Tax I.D. Number:	
Address:		Phone:	
City:	State:	ZIP:	Fax:

**Company Information**

Type of Business:	In Business Since:	Contractor License #:	
Legal Form Under Which Business Operates:	Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/>
If Division/Subsidiary, Name of Parent Company:			
Name of Company Principal Responsible for Business Transactions:		Title:	Email address:
Name of Company Principal Responsible for Accounting Transactions:		Title:	Email address:

**Bank References**

Bank Name:	
Checking Account #:	
Address:	Bank Contact Name:
Phone:	Fax:

**Trade References**

Company Name:	Company Name:		
Contact Name:	Contact Name:		
Address:	Address:		
Phone:	Phone:		
Fax or email:	Fax or email:		
Account Opened Since:	Credit Limit: \$	Account Opened Since:	Credit Limit: \$

**AGREEMENT AND ACKNOWLEDGEMENT**

The undersigned hereby warrants and represents that he or she is a duly authorized representative of the Applicant with full legal authority to bind the same by the execution of this Application and that the information set forth in this Application is provided for the purpose of obtaining credit and/or rental property from Woudenberg Enterprises, Inc. dba TRENCH SHORE RENTALS and TREBOR SHORING RENTALS ("TSR") and is true and correct. The undersigned hereby agrees that effective upon any acceptance by TSR of this Application, all sales of goods, rentals, or their services to Applicant will be governed by the terms and conditions set forth on the front and back of TSR's Rental Contract and as they are posted at <http://www.trenchshorerentals.com>, and incorporated herein, regardless of whether a formal Rental Contract is executed by the Applicant and TSR, and the terms and conditions set forth on the reverse side of this Application. Applicant warrants and represents that Applicant has reviewed and agrees to TSR's terms and conditions. By submitting this Application to TSR, the Applicant hereby agrees that this Application will apply to all sales to Applicant.

**Certificate of Insurance** - Certificate of General Liability, Workers Compensation and Automobile Insurance is required for all Customers. Customer will be charged Damage Waiver for damage or theft of Equipment unless Customer provides evidence of insurance for **Rented Equipment** with the per item limit specified, and naming TSR as lost payee. Customer shall provide a certificate of insurance to TSR evidencing the above insurance coverages and specifying that coverage will not be canceled without 30 days prior written notice to TSR. Any insurance maintained by TSR shall be excess of Customer's insurance.

**DAMAGE WAIVER**  ACCEPT  DECLINE (Please remit certificate of Insurance if Declining)

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Initial Terms and Conditions on Page 2 before signing electronically or signing manually and returning*

Print Name: \_\_\_\_\_ TSR Salesman: \_\_\_\_\_

<b>FOR ACCOUNTING USE ONLY</b>		<b>TSR ACCOUNT #</b> _____	
Date Account Opened: _____	Approved By: (Manager Signature): _____	Date: _____	
CR /Approval Required: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	Reviewed and Entered By: _____	



# Application for Business Credit

## TERMS AND CONDITONS

\_\_\_\_\_ I have read and accept terms & conditions.  
Initial

Applicant hereby agrees and acknowledges as follows:

- 1. Terms and Conditions.** The terms and conditions applicable to the parties relating to the matters specified in this Application supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. TSR may reject Applicant's application for credit, cancel, or modify Applicant's business credit granted as a result of this Application at any time in TSR's sole and absolute discretion.
- 2. Evaluating Credit.** Within ten business days of TSR's request, Applicant shall provide TSR with Applicant's most current regularly prepared financial statements, including, without limitation, a full and complete statement of Applicant's assets and liabilities. TSR and any of its employees, officers, or agents hereby are authorized to contact the trade and bank references identified in this Application and to obtain such additional information as they may require concerning Applicant's creditworthiness, and Applicant hereby waives any and all claims against, and fully releases from liability, TSR with respect to any such inquiry. Any representatives of any of the trade or bank references identified in this Application are authorized to disclose to TSR any information pertaining to Applicant's credit history requested by TSR, including, without limitation, information regarding Applicant's loans, accounts, purchases, or other financial transactions involving the bank or trade reference in the past, present, and future, and Applicant hereby waives any and all claims against, and fully releases from liability, any such representatives with respect to any such disclosure. At any time while this Application is pending and throughout any period during which TSR has extended business credit to Applicant for which it has not yet been reimbursed, TSR may obtain credit reports (including, without limitation, consumer credit reports) regarding Applicant as well as its principal(s), proprietor(s), and/or guarantor(s) in connection with the extension or continuation of business credit provided by TSR to Applicant pursuant to or in connection with this Application. Applicant hereby consents to the use of any such credit report consistent with the Federal Fair Credit Reporting Act as set forth in U.S.C. §§ 1681 et seq. Furthermore, TSR is authorized to share information regarding the extension of business credit to Applicant pursuant to this Application, including, without limitation, Applicant's future credit record with TSR, with any credit-reporting agency if such information is specifically requested from TSR.
- 3. Adverse Conditions.** Applicant will give TSR at least 15 calendar days' prior written notice of any development that may adversely affect Applicant's financial condition, including, without limitation: (a) the institution by or against Applicant of proceedings in bankruptcy or any other procedure for the settlement of debts, (b) Applicant's making an assignment for the benefit of its creditors, (c) Applicant's inability to pay Applicant's expenses as they accrue due to lack of sufficient funds, (d) Applicant's dissolution or other event pursuant to which it ceases to do business, and (e) any change in the business form in which Applicant conducts business, such as: (i) the incorporation of a sole proprietorship, (ii) the addition of a partner to a partnership, limited partnership, limited liability partnership, or a limited liability limited partnership, or (iii) the addition of members to a limited liability corporation.
- 4. Payment.** Net 30 days upon issuance of invoice (invoice date). The finance charge will generate at 60 days at the rate of 1.5% per month or, if such rate is unenforceable as a matter of law, at the maximum rate permitted by law on past due accounts.
- 5. Authorization.** Each of the undersigned certifies that he/she is authorized to sign this Application on behalf of Applicant, that the information contained herein is true, accurate, and complete in all respects, and that all purchases and rentals made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise TSR in writing of any changes which occur in respect to any of the information included in this Application, or any other information which could reasonably affect Applicant's ability to pay. Applicant agrees to provide TSR with a current financial statement including Balance Sheet and Statement of Profit or Loss, within a reasonable time any time after TSR requests same.
- 6. Severability.** If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.
- 7. Personal Guaranty.** In consideration of TSR agreeing to rent equipment to Applicant, I/we, the Undersigned (hereinafter "Guarantors"), jointly and severally, hereby personally guarantee payment of any and all amounts as may be owed to TSR by Applicant, whether or not such amounts exceed stated credit limits, as well as all legal fees and expenses incurred in connection therewith. This shall be a continuing unconditional personal guarantee and obligates me/us with and to the same extent as Applicant, and these obligations shall be binding on the heirs, administrators, successors and assigns of the undersigned. In the event TSR, for any reason (including but not limited to bankruptcy preferences) is required to repay or disgorge any amounts received by it from Applicant, then the liability of Guarantors under this Guarantee, with respect to such amounts, shall be reinstated. The undersigned Guarantors expressly waive notice of acceptance of this Guarantee and promptness, presentment, demand, protest, and notice of dishonor of the obligations hereby guaranteed. I/We authorize TSR to obtain any personal credit information about the undersigned from any source, including credit reporting agencies or bureaus. This Guarantee shall continue in effect until the undersigned has notified TSR in writing of its cancellation, but such cancellation shall not alter any obligations of the undersigned incurred prior to receipt by TSR of such notice. Such notice must be sent via certified mail/return receipt requested to TSR at 17200 N. Perimeter, Suite 103, Scottsdale, AZ 85255.

Guarantor Signature: \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor Spouse Signature: \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_