

New Customer,

Thank you for choosing Buyers Barricades Inc. for your traffic control needs. Please complete the attached credit application to set-up your account in our system for net 15 terms. This process takes approximately 24-72 hours to complete. If you need equipment and/or materials immediately, please complete the attached credit card authorization form, and a deposit will be held based on the magnitude of your order. If you have any questions, please do not hesitate to contact us immediately.

Thank you for the opportunity to let us serve you with your traffic control needs, we appreciate it very much.

Sincerely,
Natoria Williams
Accounting Manager

DBE & HUB Certified

Buyers Barricades Inc.
7409 Baker Blvd.
Richland Hills, Tx. 76118
MOBILE: 817.360.8440
OFFICE: 817.535.3939
FAX: 817.831.7171
[www .BUYERSBARRICADES.com](http://www.BUYERSBARRICADES.com)

CREDIT APPLICATION AND RENTAL AGREEMENT

CUSTOMER INFORMATION

COMPANY NAME		PHONE NUMBER
ADDRESS		FAX NUMBER
CITY/STATE/ZIP		YEAR ESTABLISHED
TYPE OF BUSINESS		
ACCOUNTS PAYABLE CONTACT	PHONE #/EXT.	EMAIL

OWNERSHIP

FEDERAL TAX ID:

PLEASE SELECT ONE:

 INDIVIDUAL PARTNERSHIP LLC CORPORATION
 OTHER:

PRINCIPLES/COMPANY OFFICER(S):

DATE OF BIRTH:

BANK INFORMATION

BANK NAME		PHONE NUMBER
BANK ADDRESS		CITY/STATE/ZIP
ACCT REP.	TYPE OF ACCT/ACCT NO.	

TRADE REFERENCES

1- COMPANY NAME	PHONE NUMBER	FAX NUMBER
ADDRESS	CITY/STATE/ZIP	
CONTACT NAME	EMAIL	
2- COMPANY NAME	PHONE NUMBER	FAX NUMBER
ADDRESS	CITY/STATE/ZIP	
CONTACT NAME	EMAIL	
3- COMPANY NAME	PHONE NUMBER	FAX NUMBER
ADDRESS	CITY/STATE/ZIP	
CONTACT NAME	EMAIL	

NAME:

DATE:

SIGNATURE: _____

TITLE:

EQUIPMENT & MATERIALS RENTAL AGREEMENT

By execution of this application, the above named corporation, partnership, proprietorship, business entity or individual (hereinafter referred to as "Customer") is hereby applying to lease equipment ("Equipment") and obtain credit and represents that the statements of fact furnished herein are true and correct and further authorizes Buyers Barricades and/or its subsidiaries, affiliates, divisions, and/or assigns (hereinafter collectively or singularly referred to as "Buyers Barricades") to contact references, credit reporting agencies and any other sources used to evaluate credit worthiness in order to obtain further information on which to base a decision upon the issuance of credit.

Further, Customer covenants and agrees that in order to induce Buyers Barricades to extend credit or lease equipment in the future, it shall promptly, upon request or upon any change in Customer's financial condition, provide Buyers Barricades a current financial statement correctly disclosing Customer's current financial position. The failure to provide such financial statement as requested shall be cause for immediate termination of credit and Customer agrees to immediately return all rental equipment. Additionally, deterioration in the financial situation of the Customer or the failure of Customer to promptly pay all sums due to Buyers Barricades shall be cause for immediate suspension of credit and the return of all rental equipment. Additionally, the customer is required to notice Buyers Barricades in writing on any change of address or ownership within 10 days of the effective date. Failure to notify Buyers Barricades promptly can be cause for the immediate termination of credit terms and the return of all rental equipment.

The Federal Equal Opportunity Act prohibits creditor from discriminating against credit applicants on the basis of sex or marital status. The federal agency which administers compliance with this law concerning this company is the Federal Trade Commission, Washington. D.C. 20500.

RENTAL TERMS AND COSTS

Customer agrees to a minimum rental of \$75.00. Customer agrees to pay the specified daily rental charge for the use of said equipment from Buyers Barricades. Scheduled rental rate begins when equipment leave our office and continues until rented materials are returned. Customer agrees to receive a monthly bill on the last day of each month until the completion of the project.

Unless otherwise agreed by Buyers Barricades in writing and in advance of delivery of rental equipment, goods, wares, materials, and merchandise, Customer and Guarantor(s), if applicable, agree to make full payment to Buyers Barricades for any rental of goods, wares and merchandise from Buyers Barricades by the 15th of the month following month of delivery. If payment is not received in full by Buyers Barricades by the 15th of the month following month of delivery, a late payment charge may become due and payable on all delinquent balances and such late payment charge shall be computed on the unpaid balance at the highest legal contract rate allowed by law and assessed monthly.

For and in consideration of the extension of credit and for the rental of equipment, goods, wares, materials, and merchandise hereby requested for the above named Customer, the undersigned Customer and the undersigned individual Guarantor(s), if applicable, do hereby agree and covenant to pay Buyers Barricades any and all debts obligations or sums of money that may become due and owing to Buyers Barricades by the herein named Customer, by virtue of any and all extensions of credit and/or leasing of equipment made or to be made in the future by Buyers Barricades. The undersigned Customer, and/or Guarantor(s), if applicable, hereby agree(s) to pay to Buyers Barricades any and all debts, obligation or sums, for any damages to leased equipment, costs of collections, or other costs incurred by Buyers Barricades in enforcing the terms of this Agreement, including but not limited to, attorney fees and court costs, and collection agency fees, incurred by Buyers Barricades. The venue of any litigation is Tarrant County, Texas. At the Buyers Barricades' discretion, the parties may arbitrate any dispute.

Customer's failure to perform any provisions of this Credit Application and Rental Agreement or the Rental Contract shall give Company the right to terminate the Rental Contract and retake possession of the Equipment, holding Customer fully liable for all rental payments through the date of retaking and damages, costs and expenses resulting therefrom and to pursue and all other remedies available at law and in equity. Customer agrees that Company and its

agents may enter the premises where the Equipment is located and take all action necessary to take control of and retake the Equipment, without prior notice to Customer and without process of law and Customer **HEREBY WAIVES ANY RIGHT OF ACTION AGAINST COMPANY FOR SUCH RETAKING OR ENTRY.**

It is the Customer's responsibility to call and report items to be taken off rent and/or completion of project. Credits will not be issued to accounts that do not have a confirmation number acknowledging rental items to be taken off rent from our operations team.

Inspection. Loading/Unloading Customer acknowledges that is Customer's responsibility to secure the Equipment on Customer's vehicle. If upon request from Customer, Company employees assist in loading or unloading the Equipment, Customer agrees to assume the risk of, hold Company harmless for and defend Company against any losses (including without limitation property damaged and personal injury) resulting from such loading or unloading, except to the extent caused solely by Company's gross negligence. Customer further acknowledges that Company **DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO WHETHER THE EQUIPMENT HAS BEEN LOADED ON CUSTOMER'S VEHICLE IN A SAFE AND SECURE MANNER.**

Use. Customer acknowledges that Company has no control over the use of the Equipment by Customer, the trade or occupation of Customer and the qualifications or lack thereof. Customer shall use and operate the Equipment and assume all responsibility to ensure that the equipment is used only (I) for the purposes for which the Equipment was manufactured and intended as set forth in the Manufacturers' safety and operating instructions and (II) by a properly trained individual defined as a person employed by Customer who has received the training necessary to operate the Equipment in a correct and safe manner. Use of the Equipment in violation in any of the preceding clauses (I) and (II) is prohibited and shall constitute improper use. Company expressly disclaims any responsibility for Customer's compliance or failure to comply with any Government safety or health regulation or operational and/or maintenance standard or requirement. Customer further agrees that, at Customer's sole expense, Customer will comply with all municipal, county, state and federal laws applicable to the use of the Equipment during the Rental Period. All licenses, fees or taxes arising from customer's use of the Equipment shall be paid by Customer.

Equipment Return. Customer shall return Equipment during normal business hours (or such other location as Company may direct) at the end of the Rental Period and Customer will be liable for the applicable Equipment rental rate until it is returned. Customer acknowledges that even though Customer has requested a pickup of the Equipment, Customer remains responsible for all liability assumed in this Credit Application and Rental Agreement. Customer shall return the equipment in the same condition as the Equipment was when received, reasonable wear and tear expected, and Customer agrees to pay for any loss or damages to the Equipment occurring during the Rental Period. Reasonable wear and tear shall not be deemed to include any damage occurring from improper use.

INDEMNIFICATION.

CUSTOMER ASSUMES THE RISK OF ANY AND ALL DAMAGE OR INJURY TO PERSONS OR PROPERTY OF ANY KIND OR NATURE, INCLUDING WRONGFUL DEATH CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE EQUIPMENT DURING THE RENTAL PERIOD OR WHILE THE EQUIPMENT WAS IN THE POSSESSION, CUSTODY, OR CONTROL OF THE CUSTOMER OR ANY BREACH OF ANY PROVISION OF THIS CONTRACT TO THE FULLEST EXTENT PERMITTED BY LAW. CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY, IT OFFICERS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY SUITS, ACTIONS, PROCEEDINGS, CLAIMS, JUDGMENTS, DEMANDS, LOSSES COST AND LIABILITIES WHATSOEVER (INCLUDING WITHOUT LIMITATION, ALL ATTORNEY'S FEES AND EXPENSES) OF ANY NATURE OR KIND CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE EQUIPMENT DURING THE RENTAL PERIOD OR WHILE THE EQUIPMENT IS IN THE POSSESSION, CUSTODY OR CONTROL OF THE CUSTOMER OR THE BREACH OF ANY PROVISION IN THE CONTRACT, INCLUDING WITHOUT LIMITATION, BODILY INJURY OR WRONGFUL DEATH OF EMPLOYEES OR CUSTOMER OR ANYONE ELSE, PROPERTY DAMAGE AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS INTENDED TO COMPLY WITH CHAPTER 151 OF THE TEXAS INSURANCE CODE AND SHALL BE READ AS BROADLY AS PERMITTED TO SATISFY THAT INTENT.

Liability for Loss or Total Destruction of Equipment. In the event of loss or total destruction of the Equipment, the loss of possession thereof, or Customer's inability to return the Equipment to the Company for any reason whatsoever, Customer shall pay to the Company the value of the Equipment, together with applicable rental rate until such time as Company, using commercially reasonable efforts, is able to replace the Equipment. Maintenance and Storage of Equipment. Customer shall at its own expense maintain the Equipment in a careful and proper manner and in any event, in accordance with Manufacturer's specifications. Customer shall store the

Equipment in a safe and secure location and shall take all commercially reasonable measure necessary to protect the Equipment against theft vandalism or malicious mischief.

Damage or Malfunction of Equipment. If the Equipment is damaged (including damage caused by unreasonable wear and tear or improper Use of damage to tires) or malfunction in any way Customer shall immediately notify Company of such damage or malfunction and immediately discontinue use of the Equipment. Company agrees that it will, within a reasonable period of time of receiving such notification, repair Equipment (or within Company's sole discretion, replace such Equipment with a like piece of Equipment) and Customer shall be liable to Company for the cost, including parts and labor, incurred by the Company to have the Equipment repaired by a third party customarily charged by Company to perform such repairs, and the applicable rental rate for the Equipment until such repair has been completed, except that Customer shall not be liable for the foregoing if the Equipment is malfunctioning (not damaged) and such malfunction is not related to Customer's use of operation of the Equipment. If, in Company's sole discretion, the Equipment is damaged to such an extent that the Equipment cannot be adequately repaired, Company may consider such damages to be a total loss except as such liability may be reduced by a reasonable estimate to the scrap value, if any, of the Equipment.

Insurance. Customer shall provide at its own expense, commercial general liability insurance, including bodily injury and property damage liability coverage, to insure both Customer and Company, including their agents and assigns, in the amount of at least \$1,000,000 (One Million Dollars) combined single limit covering bodily injury/death/property damage (other than the rental rate) for the Equipment per occurrence. In addition, if the Equipment is to be used on any roadway, Customer shall provide, at its own expense, automobile liability and physical damage insurance including comprehensive, collision and other standard coverage for roadway vehicles that equals or exceeds the minimum amounts required by state law (collectively, the "Insurance Coverage"). Customer shall provide a Certificate of Insurance to Company evidencing said Insurance Coverage, which shall include a non-owned vehicle endorsement, waiving any right of subrogation against Company and naming Company as Additional Insured to said Insurance Coverage. The Certificate of Insurance shall provide for a 30-day notice of cancellation to Company. Said Insurance Coverage shall be primary and not on an excess basis. **LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGED CAUSED TO OTHERS WILL NOT BE PROVIDED BY COMPANY UNDER ANY CIRCUMSTANCES.** In the Event that it becomes necessary for Company to utilize Customer's Insurance Coverage and there is or was no insurance in place at the time of incident requiring insurance, Customer agrees to pay all losses incurred by Company from such incident. Any insurance provisions in the Credit Application and Rental Agreement or Rental Contract, including but not limited to any additional insured provisions, are intended to comply with the Chapter 151 of the Texas Insurance Code and shall be read as broadly as permitted to satisfy that intent. It is agreed that with respect to any legal limitation now or hereafter in effect and affecting the validity and enforceability of the additional insured obligation under this Section, such legal limitations are made a part of the additional insured obligation to the minimum extent necessary to bring this Section into conformity with the requirements of such limitations, and as so modified, the naming of additional insured obligation shall continue in full force and effect.

Subrogation. In the event of any loss or damage to the Equipment for which Customer may have a right of recover, Company will be subrogated to any such right of Customer to recover against any person, form, or corporation and Customer will execute and deliver whatever else is necessary to secure such rights. Customer will cooperate fully with Company and/or it's insure(s) in the protection of Company's right to subrogation and will neither take nor permit any action to prejudice Company's rights or its insurer's rights with respect thereto.

Ownership of Equipment. Company holds all title and ownership rights in the Equipment. Customer shall not pledge or mortgage the Equipment nor subject the Equipment, or allow it be subjected to any lien, nor permit any charge against, or encumbrance on the Equipment. To protect Company's ownership of the Equipment and to enforce Company's rights under the Contract, Customer agrees that Company may inspect and examine the Equipment, observe Customer's use and operation thereof and retake the Equipment at any time if Company reasonably believes that Customer has compromised or may comprise, in any way, Company's ownership interest in the Equipment.

Company is not the Manufacturer. Customer acknowledges that Company is neither the Manufacturer of the Equipment nor the agent of such Manufacturer.

Warranties. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR INTENDED USE, DESIGN OR WORKMANSHIP OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT, EXCEPT FOR ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT, THE EQUIPMENT IS BEING RENTED TO CUSTOMER ON AN AS IS AND WITH ALL FAULTS BASIS. WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO CONDITION AND WITHOUT ANY RECOURSE

WHATSOEVER TO COMPANY. CUSTOMER ACKNOWLEDGES THAT IT IS RELYING SOLELY ON ITS OWN EXAMINATION OF THE EQUIPMENT AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, FROM COMPANY. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF AND RELEASES AND WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE AGAINST COMPANY FOR ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, THE OPERATION OR USE OF THE EQUIPMENT, ANY DEFECT IN OR FAILURE OF THE EQUIPMENT, OR COMPANY'S FAILURE TO PRESENT OR DELIVER THE EQUIPMENT.

Severability. The provisions of this Agreement shall be deemed severable, so that any part found to be invalid or unenforceable shall be deemed excluded and the remaining parts shall remain in full force and effect.

Captions. The captions herein are provided solely for reference and shall have no bearing on the interpretation of this Contract.

Waiver. Any failure by Company to insist upon strict performance by Customer of any term of this Agreement shall not be continued as a waiver by Company of its rights to demand strict compliance herewith.

Assignment. Customer shall not assign, transfer or sublet Customer's rights or obligations under this Agreement or the Rental Contract. Company may assign, transfer or sublet its rights and obligations under this Agreement or the Rental Contract without the consent of Customer.

Sales Tax. If Sales Tax Certificate provided by the Customer is determined to be invalid at a later date, the Customer shall be responsible for paying any and all sales tax, interest and penalties the Company incurs as result of such invalid certificate.

CUSTOMER: _____

NAME	DATE	TITLE
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GUARANTEE

For and in consideration of the extension of credit and for the rental of equipment, goods, wares, materials, and merchandise hereby requested for the above named Customer, the undersigned individual Guarantor(s) does hereby agree and covenant to pay Buyers Barricades any and all debts obligations or sums of money that may become due and owing to Buyers Barricades by the herein named Customer, by virtue of any and all extensions of credit and/or leasing of equipment made or to be made in the future by Buyers Barricades. The undersigned Guarantor(s) hereby agree(s) to pay to Buyers Barricades any and all debts, obligation or sums, for any damages to leased equipment, costs of collections, or other costs incurred by Buyers Barricades in enforcing the terms of this Agreement, including but not limited to, attorney fees and court costs, and collection agency fees, incurred by Buyers Barricades. The venue of any litigation is Tarrant County, Texas. At the Buyers Barricades' discretion, the parties may arbitrate any dispute.

The Customer and Guarantor(s) each agree that the liability of each, under this agreement, is joint and several. By execution of the application, each of the undersigned Guarantor(s) understands that a review of the personal credit of the Guarantor(s) may be required for the purpose of evaluating credit worthiness. Guarantor(s) consents to Buyers Barricades obtaining a consumer credit report on Guarantor(s) in connection with this application for credit.

Guarantor(s) agrees that this is a continuous guarantee and agrees that the terms of rental on any goods, wares, or merchandise from Buyers Barricades may be altered or changed, without notice to, consideration to or the consent of the Guarantor(s), and no such acts shall in any way release, diminish, or affect the absolute nature of Guarantor's obligations and liabilities hereunder. Guarantor(s) represents that he/she has read the terms of the Equipment & Materials Rental Agreement herein.

GUARANTOR(S):

NAME	DATE
NAME	DATE

I authorize Buyers Barricades Inc. to charge my credit card for equipment and materials that are sold, under rental, or when any services are rendered. I acknowledge that all orders may be immediately terminated at Buyers Barricades' discretion.

I hereby authorize Buyers Barricades to bill my Visa, MasterCard, Discover, or American Express card for the services rendered as per the terms of the rental agreement and/or sales agreement for the entire rental duration.

FOR SERVICES RENDERED. NOT TO EXCEED THE AMOUNT SHOWN.

AMOUNT IN USD \$	
CREDIT CARD TYPE	
CREDIT CARD #	
CARD CV2#	
EXPIRATION DATE	
COMPANY NAME	
BILLING ADDRESS	
BILLING ZIP CODE	
CARDHOLDER NAME (AS IT APPEARS ON CARD)	

THE UNDERSIGNED IS THE DULY AUTHORIZED REPRESENTATIVE ABOVE

CARDHOLDER SIGNATURE: _____ DATE: _____

You, personal information will not be shared with any other third parties, except as necessary for the express purpose of payment processing for you, purchase made from Buyers Barricades Inc, unless we are required to do so by law or a governmental regulatory authority. We will not give or sell your nonpublic personal information provided on this form to another company, individual, or group.

**FAX OR MAIL TO:
Buyers Barricades Inc. 7409 Baker Blvd. Richland Hills, TX. 76118 I
FAX: 817.831.7171**

PROUD MEMBERS OF:

