

**GENERAL INFORMATION:** *Please print or type*

Applicant Name \_\_\_\_\_ Trade Name (if different) \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

Business Phone # \_\_\_\_\_ Mobile # \_\_\_\_\_ Fax # \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_ E-mail \_\_\_\_\_

Description of Business \_\_\_\_\_ Business Start Date \_\_\_\_\_ Time as Current Owner \_\_\_\_\_

Type of Business:  Corporation  Limited Liability Co  General Partnership  Limited Partnership  Sole Proprietor  Government Entity  Other Hasthe business or any principal ever declared Bankruptcy?  Yes  NoAre there any outstanding liens or judgments?  Yes  No

If yes, date filed \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Do you require Purchase Orders on all Invoices?  Yes  No *If yes, goods or services will not be provided until a valid purchase order number is provided*Sales Tax Exempt?  Yes  No *If yes please attach a copy of exemption certificate. Tax will be charged on all invoices unless an acceptable tax certificate is provided. Deductions for tax will not be allowed without an acceptable tax exemption certificate.***FINANCIAL AND REFERENCE INFORMATION:** *Additional financial information may be requested and required for over \$250,000*

References	Phone #	Contact Name	Account #	Average Balance
Primary Bank (Checking Account Specific)				
Additional (Bank/Trade/Equipment Rental/Bonding)				
1)				
2)				
3)				

Insurance Company \_\_\_\_\_ Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

**OWNERSHIP INFORMATION:** *Provide a copy of government issued ID for all owners completing this section*

1. Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_ % of Ownership: \_\_\_\_\_ Net Worth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Annual Income: \_\_\_\_\_

2. Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_ % of Ownership: \_\_\_\_\_ Net Worth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Annual Income: \_\_\_\_\_

*For more than two owners, complete additional OWNERSHIP section and sign and submit with this application***SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER**

NOTICE: Applicant and each other person signing below warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other. Applicant acknowledges that any credit extended is for business purposes only (including sole proprietorships) and credit provided in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. Applicants acknowledge that they have read and fully understand the terms in conditions contained in this application.

**SIGN  
HERE**

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

**SIGN  
HERE**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specified reasons for the denial. To obtain the statement, please contact: HOLT CAT Financial Services Dept... 5665 S.E. Loop 410, San Antonio TX 78222 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your 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 (providing 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, DC20580.

OPEN-END ACCOUNT AGREEMENT

Revised 10.2022

This Open End Account Agreement ("Agreement") is between \_\_\_\_\_ ("Customer"), on the one hand, and each of the following entities: (i) Holt Texas, Ltd., d/b/a Holt CAT and Holt Crane & Equipment; (ii) H C Machinery Co., d/b/a HC Used Parts ;(iii) Holt Consulting Services. Inc. d/b/a Holt Development Services, Inc.;

Extension of Credit: Customer asks HOLT to extend open-end credit for Customer's account with HOLT for the purchase, lease or rental of goods and services offered by HOLT that Customer receives credit from. Customer will pay to HOLT at the following lock box address: P.O. Box 650345, Dallas, TX 75265-0345 (or such other address provided in writing to Customer by HOLT), all amounts of credit charged to Customer's account by Customer or any person acting or purporting to act on Customer's behalf: and all finance and other charges incurred. Holt is authorized to obtain, verify, and record any and all information required by the Patriot Act, or any similar financial disclosure laws or regulations.

Terms: Invoices charged to an approved open-end account are due and payable as follows or as otherwise provided in a particular invoice. 1) Parts and Service- thirty (30) days from invoice date. 2) Equipment Sales- in advance, prior to delivery of the equipment. 3) Rentals- due and payable upon receipt of invoice. Payment on all invoices must be in the form of cash, check, ACH or wire transfer, or such other method as HOLT, in its sole discretion, shall authorize.

Finance Charge: Invoices not paid on or before the due date will be assessed a finance charge of the lesser of (i) the maximum allowable rate, or (ii) 1.5% per month (18% per annum), on the unpaid invoice balance.

Change of Address and Billing Inquiries: Customer will give prompt written notice to HOLT at P.O. Box 207916, San Antonio, Texas 7 8 2 2 0 or such other address provided in writing to Customer by HOLT, of any billing inquiries or a change of Customer's address.

Default: If a Default occurs, HOLT may (i) decline to extend further credit hereunder (and Customer agrees not to make any further credit purchases, leases or rentals), (ii) declare all debts of Customer to HOLT arising hereunder or otherwise to be immediately due and payable without notice or demand of any kind, and (iii) exercise any other rights of HOLT, whether in law or in equity. "Default" means (a) failure of Customer to pay when due any indebtedness owed to HOLT, whether arising hereunder or otherwise, and whether now existing or hereafter arising, (b) failure of Customer to otherwise comply with any of the other terms of this Agreement, (c) death, bankruptcy or insolvency of Customer, or (d) HOLT in good faith believes that the prospect of payment or performance of Customer's obligations to HOLT is impaired.

Limitation of Warranties and Damages: EXCEPT FOR ANY EXPRESS, WRITTEN WARRANTY PROVIDED TO CUSTOMER AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF HOLT, HOLT MAKES NO WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, WITH REGARD TO GOODS SOLD, LEASED OR RENTED TO CUSTOMER BY HOLT, OR ANY SERVICES PROVIDED TO CUSTOMER BY HOLT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR QUALITY OF MATERIALS OR WORKMANSHIP. IN NO EVENT SHALL HOLT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Miscellaneous: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and HOLT. As used herein, the singular number includes the plural. Customer may not assign this Agreement without the express written consent of HOLT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and assigns. Time is of the essence of this Agreement. This Agreement may not be amended except by an instrument in writing executed by all parties hereto.

Usury: HOLT and Customer intend that this Agreement and any credit extended shall be in strict compliance with the applicable usury laws. If at any time any interest (including amounts deemed by law to be interest) contracted for, charged or received would be usurious under applicable law, then regardless of the provisions of this Agreement or any action or event, it is agreed that all sums that otherwise would be usurious shall be credited by HOLT as a payment of principal, or if the debt has already been paid, immediately refunded to Customer.

Governing Law; Exclusive Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Each party hereby irrevocably and unconditionally consents to submit, and waives any objection, to the exclusive jurisdiction of the courts of the State of Texas or the United States of America located in the City of San Antonio, Texas, for any actions, suits, arbitrations or proceedings arising out of or relating to this Agreement, any equipment or other goods purchased, leased or rented by Customer from HOLT, or any services provided by HOLT to Customer (and agrees not to commence any such actions, suits, arbitrations or proceedings except in such courts).

Arbitration: Except as hereinafter provided, any controversy arising out of or relating to this Agreement, even if Customer's application for credit is declined, limited, or terminated, any equipment purchased, leased or rented by Customer from HOLT, or any services provided by HOLT to Customer, shall, at the option of either party, be settled by arbitration conducted in San Antonio, Bexar County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of the arbitrator(s) shall be borne (or reimbursed, as applicable) by the non-prevailing party.

NOTICE: CUSTOMER AGREES TO BINDING ARBITRATION AND WAIVER OF JURY TRIAL OF DISPUTES AS PROVIDED ABOVE.

Signature of Customer:



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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Authorized Holt Entities Representative:

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

CONTINUING GUARANTY OF PAYMENT

WHEREAS, \_\_\_\_\_ ("COMPANY") may from time to time become indebted to HOLT TEXAS, LTD. d/b/a HOLT CAT and/or its affiliates and subsidiaries ("HOLT"). As an inducement for Holt entering into business transactions with Company, the undersigned Guarantor ("GUARANTOR"), executes this Continuing Guaranty of Payment ("Guaranty") effective as of the date written below.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, GUARANTOR hereby unconditionally and absolutely guarantees to HOLT the prompt and full payment of the Guaranteed Indebtedness (as that term is defined below) when due or declared to be due and at all times thereafter, upon the following terms and conditions:

- 1. "GUARANTEED INDEBTEDNESS" shall mean all indebtedness and all sums of every kind and character, whether now existing or hereafter arising or owing by Company to HOLT, regardless of the type of instrument and without limit as to amount, together with interest thereon, any penalties, fees, and expenses (including, but not limited to attorneys' fees) as provided for under any instrument or document evidencing such indebtedness.
2. This is an absolute, continuing and unconditional guaranty of payment and not of collection, and GUARANTOR'S obligations hereunder are irrevocable. This Guaranty shall remain in full force and effect and shall not be extinguished in whole or part by a full or partial payment towards the Guaranteed Indebtedness, nor shall this personal Guaranty be extinguished or superseded by subsequent credit application(s) or open end account agreements(s) submitted to HOLT by either the Company or Guarantor. Liability of GUARANTOR shall continue until written notice of termination sent by certified mail is actually received by HOLT, and such notice shall be effective only as to the undersigned GUARANTOR, and only if the COMPANY'S obligations are paid in full. Such termination notice shall not be effective for obligations arising prior to the actual receipt of the notice by HOLT.
3. GUARANTOR agrees to immediately pay in full the Guaranteed Indebtedness to HOLT upon demand made by HOLT.
4. GUARANTOR hereby waives notices, whether to GUARANTOR or the COMPANY, of: 1) acceptance; 2) amounts of Guaranteed Indebtedness; 3) default; 4) demand for payment; 5) intent to accelerate; 6) acceleration; and, 7) the like. GUARANTOR also waives the taking of any action by HOLT against the COMPANY, or any other guarantor; pursuing any collection remedies against Company; commencing or exhausting any legal remedies against Company or other guarantors; or enforcing any rights against any collateral securing the Guaranteed Indebtedness, if any. GUARANTOR hereby waives any rights GUARANTOR has under, or any requirements imposed by, Chapter 34 of the Texas Business and Commerce Code, or by any similar statute or law.
5. Any dispute between the Company and HOLT has no effect on this Guaranty or the GUARANTOR'S obligations hereunder.
6. GUARANTOR agrees that HOLT may: (i) bring suit against GUARANTOR, (ii) compound or settle with any other guarantor or Company for such consideration that HOLT may deem proper, and (iii) release one or more guarantors or Company from liability. No such action impairs HOLT from collecting any part of Guaranteed Indebtedness from the GUARANTOR or any other guarantors.
7. This Guaranty is for the benefit of HOLT, its successors and assigns, and is binding on the GUARANTOR, its successors and assigns, including upon GUARANTOR's estate.
8. If GUARANTOR should fail to perform any provision of this Guaranty, GUARANTOR agrees to pay HOLT all costs and expenses (including court costs and reasonable attorneys' fees) incurred by HOLT in the enforcement of this Guaranty. No delay or failure on the part of HOLT in exercising any right hereunder shall operate as a waiver of such right by HOLT.
9. THIS WRITTEN AGREEMENT IS GOVERNED BY THE LAWS OF TEXAS AND REPRESENTS THE FINAL AGREEMENT BETWEEN HOLT AND GUARANTOR AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN HOLT, GUARANTOR, AND/OR COMPANY. GUARANTOR FURTHER AGREES THAT VENUE IS PROPER IN BEXAR COUNTY, TEXAS. GUARANTOR FURTHER AGREES TO ARBITRATION OF ANY DISPUTES UNDER THIS GUARANTY IN BEXAR COUNTY, TEXAS THROUGH A PRIVATE ARBITRATOR APPOINTED BY THE COURTS OF BEXAR COUNTY.

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Guarantor: \_\_\_\_\_
Printed Name



Attest: \_\_\_\_\_
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
SSN or DL Number

\_\_\_\_\_  
City, State, Zip