

BottomLine EQUIPMENT LLC

Working to Improve Your Bottom Line

10260 AIRLINE HIGHWAY
ST. ROSE, LOUISIANA 70087
PH: 504-464-6755/FAX: 504-464-7289

CREDIT APPLICATION AND ACCOUNT AGREEMENT

COMPANY INFORMATION

COMPANY NAME _____

PHONE _____ FAX _____

E-MAIL _____ TYPE: () SOLE PROP () PARTNERSHIP () CORP () LLC

DATE OF FORMATION _____ STATE _____ EIN –TAX ID# _____

PHYSICAL ADDRESS _____ SERVICE AGENT _____

BILLING ADDRESS _____ BUSINESS TYPE _____

DUNN & BRADSTREET # _____ BUSINESS/CONTRACTOR LICENSE# _____ STATE _____

MANAGER/PRINCIPAL INFORMATION

NAME _____ DOB _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ SS# _____ DRIVERS LIC: _____

E-MAIL _____

OWNERS (LLC/PARTNERSHIP/PROPRIETORSHIP) or OFFICERS (IF CORP) – ATTACH EXTRA SHEET IF NEEDED

(1) NAME	TITLE	SS#
HOME ADDRESS	HOME TELEPHONE	
(2) NAME	TITLE	SS#
HOME ADDRESS	HOME TELEPHONE	

ACCOUNTS PAYABLE REP _____ PHONE _____

AUTHORIZED BUYERS 1. _____ 2. _____

OTHER EQUIPMENT DEALERS AND RENTAL VENDORS/HOUSES

Note: We cannot accept United Rentals, Sunbelt or Hertz Equipment Rentals as references as they do not release credit information.

NAME	ADDRESS	PHONE/ FAX
NAME	ADDRESS	PHONE /FAX
NAME	ADDRESS	PHONE /FAX

BANK(S) OR SAVINGS & LOAN ASSOCIATION(S)

(1) NAME:	ADDRESS:	BRANCH:
ACCT TYPE:	ACCT#	BANK OFFICER NAME:
PHONE #	FAX #	
(2) NAME:	ADDRESS:	BRANCH:
ACCT TYPE:	ACCT#	BANK OFFICER NAME:
PHONE#	FAX#	

LESSEE INFORMATION

ARE YOU TAX EXEMPT FROM SALES TAX? _____ YES _____ NO
(IF YES PLEASE ATTACH TAX CERTIFICATE)

CERTIFICATE(S) OF INSURANCE? (PROVIDING GENERAL LIABILITY & RENTED/LEASED
EQUIPMENT COVERAGE) (IF YES PLEASE ATTACH CERTIFICATE- MUST BE APPROVED
BY BLE TAX DEPT.) _____ YES _____ NO

LEGAL/LIEN DISPUTES? NUMBER DURING LAST 5 YEARS? _____
(ATTACH SHORT STATEMENT OF DISPUTES INCLUDING COURT AND DOCKET NUMBER)
NUMBER PENDING? _____

ARE PURCHASE ORDERS REQUIRED? _____ YES _____ NO

EQUIPMENT USE AND FUNCTION

If you answer YES to any of these questions, please provide a specific explanation of the response. Failing to properly respond to these questions may result in termination of your contract, retrieval of the equipment and penalties:

WILL THE EQUIPMENT BE USED WITHIN 100 YARDS OF WATER?
(THIS INCLUDES LAKES, RIVERS, STREAMS, PONDS, BOGS, SEAS, OCEANS AND ESTUARIES) _____ YES _____ NO

WILL EQUIPMENT BE USED FOR DEMOLITION, CLEARING OF LAND OR CRUSHING? _____ YES _____ NO

WILL EQUIPMENT BE "WATERBORNE" OR USED WITHIN WATER? _____ YES _____ NO

WILL EQUIPMENT BE USED AT OR WITHIN 100 YARDS OF A REFINERY OF ANY TYPE? _____ YES _____ NO

WILL EQUIPMENT BE USED TO CLEAR, EXCAVATE, REMOVE, OR STORE
HAZARDOUS MATERIALS? _____ YES _____ NO

WILL EQUIPMENT BE USED TO FOR MINING OR UNDERGROUND? _____ YES _____ NO

WILL EQUIPMENT BE USED ON A PROJECT UTILIZING DOUBLE SHIFTS? _____ YES _____ NO

WILL EQUIPMENT BE USED ON A PUBLIC WORK S PROJECT? _____ YES _____ NO

TERMS AND CONDITIONS OF OPEN ACCOUNT

- I understand that by submitting this application, I, the "Holder," if accepted by Bottom Line Equipment, LLC ("BLE"), am creating an open account ("Account") with BLE as per La. R.S. 9:2781(D). Any and all contracts, orders, proposals, invoices, transfer of goods or other instrument of obligation shall become a part of the Account, and amounts due thereunder shall accrue thereto. This Account and these terms may be referred to in other documents as the Credit Agreement.
- If the credit of the Holder, in the judgment of BLE, becomes impaired at any time, BLE has the right to require payment in advance before performing further work, delivering materials, or ordering materials, supplies or fixtures, and to demand immediate performance of all the Holder's outstanding obligations imposed upon him by this Account.
- The terms contained herein and which control the parties' relationship may be modified only by written agreement signed by Holder and the credit manager of BLE. Holder shall execute and be bound by all Rental Agreements or Orders.
- Holder provided its authorized buyers above, but BLE may rely on other agents' apparent authority to make orders. Holder may provide BLE with a list of unauthorized buyers, which will become effective five (5) days from receipt.
- The terms herein contained shall be governed by the statutes of the State of Louisiana, including the Uniform Commercial Code as adopted and amended. All items due under the Account, whether verbal or written, shall only be terminated in writing by Holder and BLE after payment.
- Holder shall provide a copy of each rental agreement or order to the prime contractor and owner of any project where the leased or purchased goods are to be used prior to the goods being used on the project, by actual delivery with signature or certified mail, and send a proof of service to BLE. Holder stipulates that BLE's duties of notice per La. R.S. 9:4801, et seq or La. R.S. 38:2241, et seq. are satisfied. In the event that Holder breaches these duties, it agrees to defend, hold harmless and indemnify BLE for any action to enforce and/or defend a lien filed by BLE. Holder shall pay all attorneys fees and legal costs incurred in the action and BLE shall have the right to select its own counsel. Further, Holder agrees to pay stipulated and liquidated damages in the amount of \$10,000.00 to BLE to compensate BLE for its inability to proceed against the Owner and Prime Contractor on the project.
- Any claims for defects, damages or shortages of an item or performance delivered must be made by the Holder in writing within a period of ten (10) days after delivery of the item or performance. Failure to make such claim within the specified time constitutes an acceptance and admission that the equipment ordered is suitable and without defect. BLE's liability for claims of defect, damage, or shortage shall be expressly limited to the reasonable costs of remediation to the equipment, after providing BLE with a reasonable opportunity, not to be less than 72 hours, to access and cure the defect. Holder expressly waives all claims against BLE for special or consequential damages, or loss of profits, and BLE shall not be liable for damages out of its control, including acts of God, legislative change, fire, flood, electrical loss or otherwise without limitation.
- Holder understands that full payments for all items or amounts due are due 30 days from invoice. All payments shall be made by cash or check to Bottom Line Equipment, L.L.C., and any returned payments shall be subject to penalties under La. R.S. 9:2782, as well as other penalties provided herein and by law. Interest at the rate of 1% per month (12% per annum as per La. R.S. 9:3500), or at the maximum rate as may be authorized by Louisiana usury laws during each interval of the unpaid period, will be assessed and due for all outstanding and unpaid amounts.
- BLE EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE.
- The Holder bears the risk of loss of or damage to or destruction of all goods from the time of delivery. BLE retains title, ownership and right to the goods at all times. Holder shall not have title in any good unless all amounts due for principal, interest and penalty are paid to BLE. BLE shall maintain a security interest and lien upon all items purchased by Holder until discharged for payment. This Account represents a true and unlimited purchase money security interest ("PMSI") in and to any and all goods sold/leased (as termed in the UCC), which shall have priority against all other creditors, whether perfected by recordation or otherwise. Execution of this agreement shall serve as an authenticated security agreement for purposes of filing a financing statement, which is expressly authorized by Holder. It shall be the Holder's duty to notify all other creditors, which may claim an interest in the items within 5 days of the delivery of such good, in writing with a copy to BLE. In addition to all other remedies allowed by law and this Account, until discharge of the PMSI, BLE reserves the right to enter premises where such property is located, without legal process, and to remove and retain title to the goods, regardless of the manner of their attachment to the real estate. BLE shall not be liable for any damages, direct or consequential, resulting from the recovery of any items purchased under the Account.
- All stock items, not Special Orders, returned to BLE will be subject to a twenty-five (25%) percent restocking fee. BLE shall be entitled to damages for loss of rents or profits in the event that the returned item is not resold within 60 days or re-let for the remainder of Holder's term. "Special Orders" shall constitute any order of any item not held or owned by BLE in its regular course of business, and any order from another vendor on behalf of Holder shall become a Special Order per se. BLE shall be entitled to specific performance of all Special Orders, as well as all incidental and consequential damages.
- BLE reserves the right of refusal or termination of an order prior to delivery of the goods, in the event that BLE reasonable expects failure of payment or additional liability. Holder shall indemnify, hold harmless and defend BLE for its enforcement of this provision.
- If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, and collection agency, Holder shall be liable for all attorney's fees or collection agency fees incurred by BLE. This right is supplemental to those granted by La. R.S. 9:2781, et seq. Any and all disputes relating to this Account or between the parties, shall be governed by Louisiana law, and at BLE's sole option, be either (1) submitted to Arbitration in New Orleans, LA, subject to the provisions of the American Arbitration Association OR (2) submitted to the Civil District Court for the Parish of Orleans, State of Louisiana. Holder irrevocably consents to the jurisdiction and venue asserted above, and to be bound by all judgments or awards granted therein. If any provision of this Account or any Order hereunder shall be deemed invalid by any jurisdiction, the Account or Order shall not be invalidated, but instead that the terms shall be reformed and construed as not to contain the improper portions, but only to the extent that the provision is improper, and all other provisions remain.
- BLE may sell, assign, or transfer any portion of the Account or Orders without prior notice to Holder. Holder's rights herein are not assignable.
- The terms and conditions expressly govern any debts owed by the Holder to BLE or any transactions between the Holder and BLE. BLE, or any credit bureau or investigative agency employed by the company, is hereby authorized to investigate the references herein listed or statements or other dates obtained from the Holder or from any other persons pertaining to Holder's credit, liabilities or financial responsibility.
- 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, or age (provided the applicant has the capacity to enter into a binding contract); or 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. All information provided on this form to BLE will be kept confidential and secure in order to safeguard your nonpublic personal information as in compliance with the provisions in Title V of the Gramm-Leach-Bliley Act, except as is otherwise necessary for defense of or pursuit of any claims or defenses arising from this Account.
- No action by BLE may be considered a waiver of any of its rights hereunder or otherwise provided by agreement or law.
- Any and all terms or conditions of the Account are severable. This Account constitutes the entire agreement and no other representations are relied upon by either party, except as provided on the Credit Application attached and making a part of this Account.
- You will notify us promptly if you change your e-mail, fax or phone numbers or if the guarantor below ceases its relationship with the Holder, in which case Holder shall be required to provide a new guarantor within five (5) days. Guarantor shall be liable for Holder's obligations hereunder.
- Holder has read and understands the foregoing terms and conditions of this application for credit and has signed the same as an indication of intent to enter into an agreement with the BLE for the future purchase of goods and services from time to time. Holder also understands that upon acceptance of this application by BLE, this document constitutes an agreement between Holder and BLE for payment of debts owed to BLE in return for the delivery of goods ordered or performance of services requested by Holder.

BY SIGNING THIS ACCOUNT YOU AUTHORIZE BLE TO OBTAIN INFORMATION FROM YOUR CREDIT REFERENCES & BANKS

ABOVE.

COMPANY: _____

SIGN: _____

NAME & TITLE: _____

DATED: _____



PERSONAL GUARANTY AGREEMENT

I, _____(hereinafter “Guarantor”), unconditionally, irrevocably, and personally guarantee all payments owed by _____ (hereinafter “Customer”) to Bottom Line Equipment, L.L.C. (“BLE”).

This personal guaranty is given in consideration of the extension of credit to Customer and the opening of Customer’s account with BLE.

Guarantor hereby binds himself personally with the same force and effect as though Guarantor were the Customer, and Guarantor agrees that his liability for any and all debts to BLE shall be joint and *in solido* with Customer.

The scope of this personal guaranty includes any and all of Customer’s obligations to BLE arising out of or related to any BLE contracts, agreements, orders, or invoices. The scope of this personal guaranty includes all accrued interest, costs, litigation expenses, and attorney fees owed by Customer to BLE.

Guarantor agrees that any changes to the terms of Customer’s account with BLE shall in no way reduce, impair, or modify Guarantor’s obligations hereunder, and BLE shall not be required to send notice of any such changes to Guarantor. This guaranty shall not be released, modified or affected by BLE’s failure or delay to enforce any of the rights or remedies that BLE may have against Customer or Guarantor.

In the event BLE is required to hire an attorney to enforce any portion of this agreement, Guarantor shall be liable for all of BLE’s reasonable attorney fees, court costs, and litigation expenses that in any way arise out of or relate to this agreement.

Neither revocation of this guaranty nor the death of Guarantor shall affect the obligations of Guarantor arising before such revocation or death. BLE is not required to send any notice to Guarantor prior to enforcing any term of this agreement. This is a continuing and independent guaranty, and BLE may proceed against Customer and/or against Guarantor, at BLE’s sole option, to enforce any obligations owed to BLE. Guarantor hereby waives notice of acceptance of this guaranty, waives notice of presentment, protest, and dishonor, and waives any right to require BLE to proceed against Customer prior to proceeding against Guarantor.

Any disputes, claims, and/or controversies arising out of or in any way related to this agreement, including but not limited to the validity of this arbitration clause, shall be submitted to and resolved by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, venue in New Orleans, Louisiana, OR shall be resolved in a lawsuit filed in: 1) Orleans Parish Civil District Court, or 2) any other Louisiana District Court

that is a proper venue pursuant to the Louisiana Code of Civil Procedure. BLE shall have the sole discretion whether to institute an arbitration proceeding or file a lawsuit. In the event BLE elects to file a lawsuit, Guarantor agrees that Orleans Parish Civil District Court is a proper venue for such suit and that Orleans Parish Civil District Court has jurisdiction over his person and all claims arising out of or in any way related to this agreement. In the event BLE elects to institute an arbitration proceeding, a Judgment upon any arbitrator's award shall be entered without defense in any appropriate Judicial District Court in the State of Louisiana.

If the event Guarantor makes a payment to BLE by check that is returned for non-sufficient funds ("NSF"), Guarantor shall be liable for a service charge of \$25.00 or 5% of the amount of the check, whichever is greater. If Guarantor fails to honor the NSF check within fifteen (15) days of receipt of written demand for payment, Guarantor shall be liable for twice the amount of the NSF check, but in no case less than \$100.00, and shall be liable for all of BLE's attorney fees and costs incurred in connection with the NSF check.

Guarantor authorizes BLE to investigate his personal credit and financial records and authorizes BLE to request and obtain consumer credit reports.

Guarantor certifies that he is executing this agreement after having the opportunity to consult with legal counsel of his own choosing, and that he is executing this agreement after consulting with legal counsel or after making a knowing and voluntary decision to execute this agreement without the advice of legal counsel. Guarantor further certifies that he has read this agreement in its entirety and fully understands all terms and provisions herein.

If any portion of this Personal Guaranty Agreement is for any reason found or held to be illegal, invalid, or unenforceable under present or future laws, such portion shall be fully severable, and such finding and/or holding of illegality, invalidity, and/or unenforceability shall in no way affect the enforceability of the remaining portions of this agreement.

This agreement shall be governed by Louisiana law, without regard to its conflict of law principles. The terms of this agreement may only be modified in a writing that bears the signature of: 1) Guarantor, and 2) an authorized representative of BLE. This agreement uses the masculine gender for convenience, but all masculine pronouns herein shall also apply to the feminine, where applicable.

Guarantor Signature

Print Name

Date



JOB INFORMATION NEEDED:

ALL 10 QUESTIONS MUST BE COMPLETED AND ANSWERED

PLEASE NOTE THAT IF ANY INFO HAS BEEN OMMITTED (i.e. addresses and phone numbers) THIS WILL DELAY THE APPLICATION PROCESS.

- 1) Purchase Order# _____ and Job# _____
- 2) Contract Award# (if gov't job) _____
- 3) Job/Project Name & Address: _____

- 4) Project Land Owner's Name Address, & Phone Number: _____

- 5) Project General Contractor's Name, Address & Phone Number. _____

- 6) Project Sub-Contractor's Name, Address & Phone Number (if not General Contractor): _____

- 7) Is job a Private Works or Public Works? _____
- 8) Is there a bond contract number? **YES/NO**
- 9) If yes to #8, Bond number is required: _____
- 10) Bonding Insurance Company Name, Address, & Phone Number: _____

INSURANCE REQUIREMENTS:

**PLEASE INDICATE IF YOUR COMPANY WILL ELECT OR WAIVE LDC COVERAGE
_____. LDC COVERAGE IS ONLY PLACED IF RENTED/LEASED EQUIPMENT
COVERAGE IS NOT PROVIDED BY CUSTOMER.**

- Policy for **General Liability** and Rented/ **Leased Equipment**.
- Need to show the **Deductible** for the equipment policy.
- Need to show the **Limits** for the equipment policy.
- Bottom Line Equipment, LLC needs to be stated as Additional Insured and Loss Payee.
- **If insurance company requires** our equipment on rent to be listed on certificate then please specify as we will provide equipment specifications.
- If possible Certificate of Insurance needs to be on an Accord form:

Our Address is:

10260 Airline Hwy

St. Rose, LA 70087

Phone 504-464-6755/ Fax 504-464-7289

If you have questions or need help in gathering this information please contact our office at numbers listed and speak with Credit Dept.

Thank You for Your Business!

Bottom Line Equipment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agents Name Address City, State, Zip	CONTACT NAME: Agents Contact Name PHONE (A/C, No, Ext): Agents Phone Number E-MAIL ADDRESS: Agents Email FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Customer Name Address City, State, Zip	NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Add'l Insd (CG 20 28) Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE → \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) → \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$						EACH OCCURRENCE → \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER → E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Contractors Equipment Leased/Rented/Borrowed						In no case can the equipment limit be less than the replacement value of the items rented. → \$ Per Item \$ Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to the policy conditions, terms, and exclusions, Bottom Line Equipment, LLC is considered an additional insured on a primary and non-contributory basis in respects to General Liability (CG 20 28), Auto Liability, and Umbrella with a waiver of subrogation in favor of Bottom Line Equipment, LLC on the General Liability, Auto Liability, Workers Compensation, and Umbrella with respects to rented equipment. Bottom Line is considered a Loss Payee on rented equipment at full replacement cost.

CERTIFICATE HOLDER **CANCELLATION**

Bottom Line Equipment, LLC 113 Flagg Place Blvd 6 Suite A Lafayette, LA 70598	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agents Signature
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