

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 OF BUSINESS _____ SERVICE AGENT _____

BILLING ADDRESS _____ BUSINESS TYPE _____

DUNN & BRADSTREET # _____ (MUST FILL IN!)

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

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

LESSEE INFORMATION

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

CERTIFICATE OF INSURANCE? (PROVIDING RENTED/LEASED EQUIPMENT COVERAGE) _____ YES _____ NO
(IF YES PLEASE ATTACH CERTIFICATE)

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

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? _____ YES _____ NO
(THIS INCLUDES LAKES, RIVERS, STREAMS, PONDS, BOGS, SEAS, OCEANS AND ESTUARIES)

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 WORKS 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: _____
NAME AND TITLE: _____

SIGN: _____
DATED: _____

