



## Credit Application

636-660-SHOR (7467) • www.lubyshoring.com • email: sluby@lubyshoring.com

PLEASE PRINT CLEARLY and COMPLETE APPLICABLE SECTIONS ONLY

Fax To: 636-600-9072 or Mail To: Luby Shoring Services, 2300 Cassens Drive, Fenton, MO 63026

### How did you hear about Luby's Rental & Sales

- |  |   |
|--|---|
| <input type="checkbox"/> Salesperson       | <input type="checkbox"/> Radio            |
| <input type="checkbox"/> Customer Referral | <input type="checkbox"/> Web Search       |
| <input type="checkbox"/> Newspaper         | <input type="checkbox"/> Courtesy Call    |
| <input type="checkbox"/> Billboard         | <input type="checkbox"/> Drove By a Store |
| <input type="checkbox"/> Other _____       |   |

### SECTION 1

TO BE COMPLETED BY:

- CORPORATION   
  LLC   
  PARTNERSHIP   
  MUNI/GOV'T

Usage:

- CONSTRUCTION  
 POWER GENERATION  
 OIL FILED SERVICES

Credit Line Requested \_\_\_\_\_

BUSINESS/PARTNERSHIP NAME				TAX ID #		PRIMARY BUSINESS	
STREET # AND NAME OR RURAL ROUTE				CITY		STATE	ZIP
ALTERNATE MAILING ADDRESS		BUSINESS TELEPHONE		YR. BUS. EST.	ANNUAL INCOME	EMAIL ADDRESS	
(OFFICER OR PARTNER) FIRST NAME	MI	LAST NAME		SOCIAL SECURITY #		DATE OF BIRTH	
HOME TELEPHONE	BUSINESS TELEPHONE		EMAIL ADDRESS			BUSINESS FAX #	

### SECTION 2

TO BE COMPLETED BY:

- SOLE PROPRIETOR   
  CO-APPLICANT

FIRST NAME	MI	LAST NAME		DBA	SOCIAL SECURITY #		
DATE OF BIRTH	STREET # AND NAME OR RURAL ROUTE #		CITY		STATE	ZIP	
ALTERNATE MAILING ADDRESS			HOME TELEPHONE		BUSINESS TELEPHONE		
E-MAIL ADDRESS		YR. BUSINESS EST.	RESIDENCE <input type="checkbox"/> OWN <input type="checkbox"/> RENT	YR. RES. EST.	ANNUAL INCOME	OCCUPATION	

### SECTION 3

(TO BE COMPLETED BY ALL APPLICANTS)

DEPOSITORY BANK NAME	BANK TELEPHONE	CONTACT NAME	ACCOUNT #	TOTAL CHECK & SAVINGS BALANCE
LENDER NAME	LENDER TELEPHONE	CONTACT NAME	ACCOUNT #	TOTAL LOAN BALANCE

### SECTION 4

(PAYMENT INFORMATION TO BE COMPLETED BY ALL APPLICANTS)

PURCHASE ORDERS REQUIRED? YES OR NO?	TAX EXEMPT? YES OR NO? IF YES, PLEASE COMPLETE TAX EXEMPTION FORM
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### SECTION 5

BUSINESS REFERENCES

BUSINESS NAME #1			MAILING ADDRESS		
CITY	STATE	ZIP	BUSINESS TELEPHONE	BUSINESS FAX	
BUSINESS NAME #2			MAILING ADDRESS		
CITY	STATE		BUSINESS TELEPHONE		
BUSINESS NAME #3			MAILING ADDRESS		
CITY	STATE	ZIP	BUSINESS TELEPHONE	BUSINESS FAX	

CONTINUED ON BACK

## LUBY SHORING CREDIT POLICY

The Customer requests that LUBY SHORING SERVICES sell, rent, service and repair goods and equipment on account in consideration of which the Customer and LUBY SHORING SERVICES agree as follows:

The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by LUBY SHORING SERVICES according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-112% per month of the customers outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the customers outstanding balance. LUBY SHORING SERVICES may change the interest rate by giving the customer 30 days prior written notice. The new interest rate shall apply only to the balance of the account 30 days from the date of said notice. In the event the interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law. Customer agrees to pay LUBY SHORING SERVICES a reasonable processing fee to cover any check returned by customers bank as unpaid.

LUBY SHORING SERVICES may agree to increase the amount of credit extended from time to time by merely allowing the Customer increased credit to cover unpaid purchases. LUBY SHORING SERVICES may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement. Customer authorizes LUBY SHORING SERVICES to make whatever credit investigation it feels is proper to evaluate customers credit and financial standing, and to exchange credit experience with credit bureaus and other creditors that LUBY SHORING SERVICES believes customer is or has done business with.

The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from LUBY SHORING SERVICES and expressly disclaims any reliance upon any statements or representations made or to be made by LUBY SHORING SERVICES for any direct, special, or consequential damages that the customer may suffer. In the event of damage to any equipment the customer rents from LUBY SHORING SERVICES, the customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and retail parts charges of LUBY SHORING SERVICES. In the event any rental equipment is damaged beyond repair, stolen, lost or not returned to LUBY SHORING SERVICES, the customer shall be responsible for the retail market value of the property as determined by similar sales of similar equipment by LUBY SHORING SERVICES. In the event the customer rents any equipment, the customer shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to LUBY SHORING SERVICES. In the event the customer fails to pick up any material ordered or wrongfully rejects any material, customer shall pay to LUBY SHORING SERVICES a handling and restocking charge.

If the customer fails to pay pursuant to the terms of this agreement and LUBY SHORING SERVICES elects to take action to collect this account, the customer shall pay all costs incurred by LUBY SHORING SERVICES including, but not limited to: Attorneys fees, collection agency fees, court costs, deposition and transcript costs, sheriffs fees, special process server fees, expert witness fees and bond costs. The customer assigns as security for any indebtedness incurred or to be incurred to LUBY SHORING SERVICES under this account all of the customer's presently owned and existing and hereafter acquired and arising accounts, accounts receivable, contract attorney-in-fact to sign and file a UCC-1 Financing Statement to perfect the security interest. This transaction shall be governed by the laws of the State of Missouri, and jurisdiction and venue for the hearing for any matter in dispute shall be with the St Louis County Circuit Court of Missouri. Customer waives any right to a jury trial and right to file a Counter-Claim in any action to enforce this agreement. At LUBY SHORING SERVICES' sole discretion, any deposition will take place in St Louis County.

The customer authorizes any of its employees it sends to LUBY SHORING SERVICES to deliver or pick up equipment or materials, for purchase, rental, or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. In the event the customer directs LUBY SHORING SERVICES to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes LUBY SHORING SERVICES to leave the material and equipment at the designated place of delivery. Upon said delivery, the customer will be responsible for said material and equipment. LUBY SHORING SERVICES' use of a purchase order number is for the customer's convenience and identification only. This agreement and LUBY SHORING SERVICES' Purchase Order/Rental Contract supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or the right to possession of the items charged.

If the customer is not a corporation, or there is a change of ownership of the customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of said change in status by Certified Mail Return Receipt Requested, to LUBY SHORING SERVICES. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered, and (b) there are no visible defects in the material. The customer also agrees to examine all delivery tickets and invoices upon waives any claim he may have against LUBY SHORING SERVICES for any determinable deficiency or defect in said delivery, product, or repair and any objection he may have to the amount of the invoice.

The customer shall indemnify and hold LUBY SHORING SERVICES harmless against any and all claims, demands, liabilities, losses, damages, and injuries whatsoever kind or nature, and all Attorney's fees, costs, and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said material and equipment.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of this agreement.

APPLICANTS SIGNATURE (REQUIRED)	PRINT NAME	TITLE	PARTNER OR CO-APPLICANT'S SIGNATURE	PRINT NAME	TITLE
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<b>X</b>			<b>X</b>
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Must be signed by an officer of the company

### CREDIT CARD SECTION

VISA                       MASTERCARD                      *\*Any changes after 60 days will be charged to the credit card on file*

NAME ON CARD	CARD #	EXP DATE	SECURITY CODE
BILLING ADDRESS	CITY	STATE	ZIP

### PERSONAL GUARANTY

THE UNDERSIGNED, JOINTLY AND SEVERALLY IF MORE THAN ONE, FOR CONSIDERATION DO HEREBY PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THE UNDERSIGNED AUTHORIZE Luby EQUIPMENT AND ITS ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT THE UNDERSIGNED'S REFERENCES AS NECESSARY. AS GUARANTOR, THE UNDERSIGNED IS ALSO BOUND BY THE ABOVE VENUE CLAUSE.

GUARANTOR'S SIGNATURE	PRINT NAME
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**X**

ADDRESS	CITY	STATE	ZIP
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GUARANTOR'S SIGNATURE	PRINT NAME
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**X**

ADDRESS	CITY	STATE	ZIP
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### FOR OFFICE USE ONLY

ACCOUNT #	CREDIT LIMIT	PRE-QUALIFICATION ID#
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