



LAFAYETTE	LAKE CHARLES	NEW ORLEANS	HOUSTON
3135 Hwy 90 East Broussard, LA 70518	4851 E. Napoleon Sulphur, LA 70663	10519 E. Airline Hwy St. Rose, LA 70087	2815 N. Sam Houston Pkwy E Houston, TX 77032
337-837-6693	337-625-5942	504-733-7999	281-598-2500

DATE _____

TO LAURIE DUGAS, CREDIT MANAGER

EMAIL lauried@clmequipment.com

FAX (337) 839-1849

PHONE (337) 837-6693

FROM _____

COMPANY _____

PHONE _____

E-MAIL _____

ANTICIPATED PURCHASE TYPES (CHECK ALL THAT APPLY)

_____ PARTS

_____ SERVICE

_____ RENTAL

(If you have an immediate rental need please complete and return Project Information Sheet and see insurance requirements)

REFERRED BY
(CLM EMPLOYEE NAME) _____

COMMENTS:

Please Note: the Credit Application Must Be Printed and Signed by an Authorized Individual
Electronic Signatures Cannot Be Accepted





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Credit Application

Check One: Corporation LLC Partnership Individual Amount of Credit Requested \$ _____

Full Legal Name: _____ FEIN # _____ - _____ SS # _____ - _____ - _____

Billing Address _____ City _____ State _____ Zip _____

Physical Address _____ City _____ State _____ Zip _____

Primary Contact _____ Title _____ Email _____

Office Phone _____ Fax _____ Cell _____

Payables Contact _____ Title _____ Email _____

Office Phone _____ Fax _____ Cell _____

Purchasing Contact _____ Title _____ Email _____

Office Phone _____ Fax _____ Cell _____

Owner and Officer Information

Name _____ Title _____ Home Address _____ SS # _____

Name _____ Title _____ Home Address _____ SS # _____

Name _____ Title _____ Home Address _____ SS # _____

Credit References

Bank _____ Phone _____ Fax _____

Contact Name _____ Checking Acct # _____ Savings Acct # _____

(Based on the preliminary credit inquiry performed we may not need to obtain a credit reference from your primary bank; however, if this step is required providing banking information may help us to complete processing of your credit application.)

Trade References: Please include primary vendors who can provide account references. **Credit Data Sheet may be attached if applicable.**

Name _____ Address _____ City, ST, Zip _____ Phone _____

Name _____ Address _____ City, ST, Zip _____ Phone _____

Name _____ Address _____ City, ST, Zip _____ Phone _____

Just a few more questions:

Who is authorized to make purchases on your account? _____

Do you have a resale or direct pay sales tax certificate? _____ Certificate State and Number _____ Please fax copy to (337) 839-1849

Do you require Purchase Orders? _____ Specific instructions regarding your Purchase Order requirements: _____

Will you use your CLM Account for (check all that apply): Rentals _____ Parts _____ Service _____

For Immediate Rental Needs Please complete a Job Information Form and Fax Insurance Certificate to (337) 839-1849

Please review Terms and Conditions on reverse side as these will apply to all account transactions. Sign below and on the reverse side, and fax both pages of the completed application to Laurie Dugas at (337) 839-1849 or e-mail to LaurieD@clmequipment.com *

By signing below I certify that I am authorized to enter into a credit agreement with CLM Equipment Company, Inc. in accordance with the Terms and Conditions set forth on Page 2 of this application. I also authorize CLM Equipment Company, Inc. to utilize established methods to verify credit worthiness, and authorize the designated representative to request and receive information related to my/our credit history, credit rating, banking accounts, and trade accounts.

Authorized Signature

Printed Name

Title

Date

* *Electronic Signatures Cannot Be Accepted*

TERMS AND CONDITIONS

I understand that full payment for all purchases are due 30 days from invoice date. Interest at the rate of 18% per annum (or at such interest rate, more or less, as may be authorized by the laws of the State of Louisiana at the time of this indebtedness) will be assessed against and added to any account not paid within 30 days of invoice date. I approve such terms and agree to make all payments to C L M Equipment Co., Inc. If the credit of CUSTOMER, in the judgment of the COMPANY, at all becomes impaired at any time, the COMPANY has the right to require payment in advance before making further shipments, and to demand immediate performance of the CUSTOMER of all obligations imposed upon him by this agreement. The terms contained herein may be modified only by written agreement signed by CUSTOMER and the credit manager of C L M Equipment Co., Inc. The CUSTOMER bears the risk of loss of or damage to or destruction of the goods from the time of delivery. The COMPANY retains title to the goods until the CUSTOMER pays the entire purchase price(s) as specified plus any interest hereon. In addition to all other liens allowed by law, until full payment, the COMPANY reserves the right to enter on the premises where such property is located without legal process, and to remove the goods there from regardless of the manner of their attachment to the real estate or the terms of sale, mortgage or lease or real estate.

The terms herein contained shall be governed by the statutes of the State of Louisiana, including the Uniform Commercial Code as adopted and Amended. Orders regularly entered, whether verbal or written, can only be cancelled in writing by the CUSTOMER upon terms that will compensate the COMPANY against loss. Any claims for defects, damages or shortages of an order delivered must be made by the CUSTOMER in writing within a period of ten (10) days after delivery. Failure to make such claim within the specified time constitutes an acceptance and admission that the order fully complies with the terms, conditions, and specifications required. The COMPANY liability shall be limited to the stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits, (or profit loss). All merchandise returned to the COMPANY for credit will be subject to a twenty-five (25%) percent restocking fee. 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, CUSTOMER shall be liable for all attorney's fees or collection agency fees incurred by the COMPANY.

The terms and conditions expressly govern any debts owed by the CUSTOMER to the COMPANY or any transactions between the CUSTOMER and the COMPANY. The COMPANY, or any credit bureau or investigative agency employed by the company, is hereby authorized to investigate the references herein listed or statements or other date obtained from the CUSTOMER or from any other persons pertaining to the CUSTOMER'S credit or financial responsibility. The CUSTOMER 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 COMPANY for the future purchase of goods and services from time to time. The CUSTOMER also understands that upon acceptance of this application by the COMPANY, this document constitutes an agreement between the CUSTOMER and the COMPANY for payment of debts owed to the COMPANY in return for the delivery of goods ordered or performance of services requested by CUSTOMER.

At the option of COMPANY all disputes, claims, and controversies arising out of or relation to this agreement, or the relationships resulting from this agreement, or the validity of this arbitration clause or the entire agreement, shall be submitted to and resolved by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. The arbitration will include, if possible, by consolidation or other joinder, all parties necessary to accord complete relief in the arbitration or necessary to avoid the possibility of inconsistent results. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I/We understand that this account is to be paid within C L M EQUIPMENT CO., INC.'s terms which are Net 30. I / We realize that should I/We fail to comply with regular payment terms or should any check be returned N.S.F. this will automatically place this account C.O.D.

Venue for all disputes regarding this account shall be in Lafayette Parish, Louisiana. For sales or rentals to Texas customers, venue for all disputes regarding this account shall be in Jefferson County, Texas.

Company or Individual: _____ By: _____

Date: _____ Title: _____

PERSONAL GUARANTY

In consideration of the extension of credit by C L M Equipment Co., Inc. to _____

(Customer Company or Individual) whose address is _____ (Customer City,

State, Zip), I _____ (Guarantor) make this guaranty as follows:

IN CONSIDERATION OF C L M EQUIPMENT CO., INC. giving or extending credit to applicant, I/We hereby give this continuing and unlimited guaranty to C L M EQUIPMENT CO., INC. for payment in full, upon demand of any indebtedness, interest, attorney's fees and charges whatsoever nature and kind, hereinafter collectively referred to as indebtedness of applicant to C L M EQUIPMENT CO., INC. now existing or hereinafter arising. I/We bind and obligate myself/ourselves, heirs, successors, and/or assigns in solido, with said applicant for payment of indebtedness, hereby waiving all notice and pleas of discussion and division. If C L M EQUIPMENT CO., INC. employs an attorney for collection of indebtedness, I / We agree that this continuing and unlimited guaranty is absolute and complete, expressly waive acceptance and notice thereof by C L M EQUIPMENT CO., INC. and same shall remain in full force and effect until written notice of its discontinuance, but such discontinuance shall not affect my liability of any indebtedness then existing.

- IMPORTANT: Failure to sign personal guarantee may result in refusal to extend credit.

GUARANTOR(S)

WITNESS(S)

By: _____ Date: _____

Signature: _____

Printed Name: _____ SS# _____

Printed Name: _____

GUARANTOR(S)

WITNESS(S)

By: _____ Date: _____

Signature: _____

Printed Name: _____ SS# _____

Printed Name: _____



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CONTACT INFORMATION FORM

Please supply information for all key personnel. This information will be used to update our records as well as to provide you with important information, special offers, industry and other related news. Please fax or email completed form to Laurie Dugas lauried@clmequipment.com or (337) 839-1849

Legal Company Name _____

Mailing Address _____

City _____ State _____ Zip _____

Physical Address _____

City _____ State _____ Zip _____

Primary Telephone _____ Primary Fax _____

President/CEO/Owner _____ Title _____

Email Address _____

Alternate Phone _____ Alternate Fax _____

CFO/Controller _____ Title _____

Email Address _____

Alternate Phone _____ Alternate Fax _____

Equipment Purchasing _____ Title _____

Email Address _____

Alternate Phone _____ Alternate Fax _____

Equipment Rental _____ Title _____

Email Address _____

Alternate Phone _____ Alternate Fax _____

Parts Purchasing _____ Title _____

Email Address _____

Alternate Phone _____ Alternate Fax _____

Equipment Service _____ Title _____

Email Address _____

Alternate Phone _____ Alternate Fax _____

Accounts Payable _____ Title _____

Email Address _____

Alternate Phone _____ Alternate Fax _____





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Insurance Requirements For Rented and Leased Equipment

Thank you for choosing CLM Equipment to satisfy your business needs. We will need a certificate of insurance prior to releasing equipment. The certificate must include the following information:

1) General Liability Coverage

- a. Minimum of \$1,000,000
- b. CLM Equipment must be named as ‘Additional Insured’

2) AMPHIBIOUS EXCAVATORS or Any equipment to be operated in water or on vessels in water:

- a. **Inland Marine /Waterborne Coverage is Required.**
- b. **'COVERAGE/PERILS/FORMS' Section must indicate coverage for 'Equipment Used Over Water'**
Loss Protection Coverage IS NOT available for equipment subject to Inland Marine or Waterborne Coverage

3) Rented / Leased Equipment Coverage

- a. List per item policy limit, total aggregate limit & deductible
- b. CLM Equipment must be named as ‘Loss Payee’ & ‘Additional Insured’

****NOTE****

If you do not have rental coverage, loss protection coverage can be purchased through CLM at 18% of the rental rate. This covers loss from fire, theft and/or vandalism. Loss protection coverage DOES NOT cover damage resulting from operator error, abuse and/or negligence, wear & tear, exceeded rate load capacity or ingestion of foreign objects. Customer will be responsible for any repairs required upon return of equipment. The deductible is \$1,000 per occurrence. Equipment value cannot exceed \$425,000 for this coverage.

LDW is not eligible on the following: Waterborne Equipment, Demolition Equipment, Forestry Equipment or any machine used in Forestry application which includes forestry cutter attachments and mulching heads. Re-rents to or from another dealer, rental company or any situation.

3) Please list Certificate Holder as follows:

CLM EQUIPMENT CO., INC.
Attn: Laurie Dugas
PO Box 52870
Lafayette, LA 70505
Fax To: (337) 839-1849 or Email To: lauried@clmequipment.com

If you have any questions, please give me a call at (337) 837-6637 Ext. 2137. Thank you for your time and assistance in this matter.

Sincerely,

Laurie Dugas
Credit Manager





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RENTAL PROJECT INFORMATION

PROPERTY DESCRIPTION:

IS JOB BONDED? YES NO

PROJECT START DATE: ESTIMATED COMPLETION DATE:

PROPERTY OWNER: PHONE:

PROPERTY OWNER ADDRESS:

GENERAL CONTRACTOR: PHONE:

GENERAL CONTRACTOR ADDRESS:

GENERAL CONTRACTOR BONDING COMPANY:

ADDRESS PHONE

SUB CONTRACTOR PHONE:

SUB CONTRACTOR ADDRESS:

SUB CONTRACTOR BONDING COMPANY:

ADDRESS PHONE

ADDITIONAL INFORMATION OR COMMENTS:

Liability and Property Damage Insurance Required for all Rented and Leased Equipment

