



Dear Customer:

We are pleased to welcome you as a new customer of National Tank & Equipment, LLC. We feel honored that you have chosen us and we are eager to be of service.

Attached you will find some forms that are needed to create your new customer account with National Tank & Equipment, LLC. We have included our payment remittance details and W-9 for your convenience.

- Customer Credit Application
- Account Agreement and Terms

In addition to these forms, the below documents will need to be provided as well.

- Certificate of Insurance – see sample attached
- Tax Exempt Form (if applicable)
- W-9

Please return the credit application, certificate of insurance, W-9 and tax-exempt form to credit@4hornmgmt.com. See below for additional contact information.

Invoice requests, statement requests, and general Collection related questions:

Email invoices@4hornmgmt.com or call Dana Stephenson at 281-249-5547

Remittance advice, credit card payments, and general Accounts Receivable related questions:

Email ar@4hornmgmt.com or call Shelly Williamson at 281-941-7574

Thank you for choosing National Tank & Equipment, LLC to fill your needs. We look forward to a long and successful association.

Sincerely,

National Tank & Equipment, LLC Team



NATIONAL TANK & EQUIPMENT

Corporation
Individual
Partnership
Sole Proprietorship

APPLICATION FOR CREDIT

NAME OF BUSINESS OR INDIVIDUAL: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

SHIPPING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE #: _____ FAX #: _____ AP CONTACT: _____

YEARS IN BUSINESS: _____ COUNTY/PARISH: _____ EMAIL: _____

INDUSTRY (check one only):

- | | | | | |
|-----------------------------|------------------------|-----------|---------------|-----------|
| Commercial Construction | Food & Beverage | Medical | Oilfield | Utilities |
| Commercial Non-Construction | Industrial Contractors | Mining | Petrochemical | Other |
| Environmental | Manufacturing | Municipal | Pulp & Paper | |

PRINCIPALS OF COMPANY

NAME _____ TITLE _____

NAME _____ TITLE _____

CREDIT REFERENCES

COMPANY _____ ADDRESS _____ PHONE _____ FAX (required) _____

COMPANY _____ ADDRESS _____ PHONE _____ FAX (required) _____

COMPANY _____ ADDRESS _____ PHONE _____ FAX (required) _____

BANKING INFORMATION

BANK NAME _____ ADDRESS _____ PHONE _____

ACCOUNT # _____ BANK OFFICER _____ YEARS AT BANK _____

TAXABLE? YES NO TAX-EXEMPTION # _____ (Tax Certificate must be submitted with application for each state doing business for exemption.)

IS PURCHASE ORDER REQUIRED? YES NO INVOICE SUBMITTAL METHOD: Mail Email TO: _____

CERTIFICATE OF INSURANCE:

The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility. I/We authorize our creditors and financial institution to release said credit information. I/We acknowledge the receipt of the accompanying terms and conditions of sale. I/We have the ability and agree to pay our invoices in accordance with these terms and conditions and also guaranty such payment by our signature below. If any payment is not tendered when due, customer agrees to pay a late charge from the date such payment becomes due of one and one half percent (1.5%) per month or the highest legally permitted rate, whichever is less, on any balance past due, together with all cost (including, but not limited to attorney's fee) incurred by NTE to collect overdue amounts. Payment terms – net 30 days.

DATE _____

OFFICERS SIGNATURE & TITLE _____

Please submit credit application to our Credit Department: credit@4hornmgmt.com

Account Agreement and Terms

The company submitting this application (the "Undersigned") acknowledges and agrees to the following:

1. This Account Agreement and Terms ("Agreement") supersedes, with respect to rentals made subsequent to the acceptance of this application by National Tank & Equipment, LLC (NTE) any prior Account Agreement and Terms governing the extension of credit by NTE to the Undersigned, Rentals by NTE to the Undersigned make subsequent to the acceptance of this application by NTE shall be governed by the Rental Contract pertaining to such rental and by this Agreement. In the event that any provisions of the Rental Contract shall conflict with any provision of this Agreement, the Rental Contract shall control.
2. The acceptance of this application shall not create any obligation on the part of NTE to rent equipment to the undersigned in connection with any such rental.
3. If credit is extended, the undersigned acknowledges that NTE's credit terms are payment in full net thirty (30) days from the date of invoice. All sums are due and payable Harris County to 8003 Red Bluff Rd, Pasadena, TX 77507 or in such other county and/or at such other mailing address as shall be specified on the invoice. In the event of a lawsuit, venue shall reside in the aforementioned County.
4. In the event the undersigned fails to timely pay any invoice, the undersigned agrees to pay a late fee to NTE on such delinquent invoice until same is fully paid, at the rate of 1.5% per month or maximum rate allowed by the laws of the jurisdiction where the originating NTE branch stated on the invoice is located, whichever is less.
5. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse NTE, for all expenses (including but not limited to counsel fees, collection agency fees, court costs, and repossession expenses) incurred by NTE in connection with any indebtedness of the applicant or the collection thereof.
6. The undersigned agrees fully and promptly to furnish to NTE information needed or requested by NTE for proper completion and service of preliminary notices under the mechanic's lien laws.
7. This agreement shall be governed and construed by the laws of the Texas, with the exception of collection, lien enforcement and bond claims ("Collections") for which the laws of Texas shall govern. Customer consents to jurisdiction in the State and United States District court, of Texas for resolutions of all Collections. If any provision or any part of any provision of this Agreement or the application thereof is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.
8. If the equipment rented hereunder is used in the construction of a particular private or public work of improvement, the undersigned agrees that all monies owed to or received by the undersigned in connection with such work or works of improvement shall be held by undersigned in trust of the benefit of NTE, shall be segregated from other monies of the undersigned, and shall be used only to pay NTE, to the extent that such monies are attributable to the equipment rented hereunder until NTE has been paid in full for such rentals.
9. The undersigned recognizes that it may from time to time be owed money by NTE due to contracts or transactions between the undersigned and NTE, which are separate and distinct for the rentals contemplated by this Credit Application and Agreement. NTE shall have the right to withhold from the undersigned any monies owed by NTE to the undersigned in connection with any such other contracts or transactions and to offset the same against any sums owed by the undersigned to NTE in such amounts as may be deemed by NTE to be reasonably necessary to cover such indebtedness of the undersigned. So long as this right of withhold and offset is carried out in good faith, the undersigned hereby waives any claims against NTE for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
10. NTE does not guarantee or promise a particular amount of credit or a duration of time for which credit may be extended to Customer. NTE may in its sole discretion, upon notice to Customer, extend, reduce or terminate the amount of credit offered to Customer. NTE further reserves the right to require all Sales to be paid in advance or require a deposit in an amount to be determined in NTE's sole discretion. NTE may apply deposit against any amounts owed to NTE by Customer and not timely paid, including the costs to refuel, repair or replace any rental equipment not returned to NTE in accordance with the rental terms and conditions. If the deposit has not been exhausted after the deposit has been applied, NTE will refund the deposit balance to Customer.
11. The Undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise after acceptance of this application by NTE in connection with this agreement or any rental contract between the undersigned and NTE.
12. The terms of this Agreement may be revised or supplemented from time to time by NTE sending the Undersigned notice of such changes. It will be presumed that the Undersigned has received any such notice mailed to the Undersigned at the address shown on this Application or otherwise provided to NTE. The Undersigned's making a rental from NTE using credit after the effective date of such changes will constitute the Undersigned's acceptance of such changes.
13. The Undersigned agrees to promptly notify NTE in writing of any change in the undersigned's business ownership/form or structure. If the undersigned fails to promptly notify NTE of such change, then the undersigned expressly assumes full responsibility for all charges and/or credit extensions made on this account subsequent to such change.

Name (Please Print)

Title

Signature

Date

The undersigned individual who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by NTE from time to time as may be needed, in the credit evaluation process.

Name (Please Print)

Social Security No.

Signature

Date

Guaranty

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the applicant to NTE. This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. NTE shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby.

The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by NTE to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims.

This is a guaranty of payment and not for collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse NTE, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by NTE in connection with any indebtedness of the applicant or the collection thereof, and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by NTE, from time to time as may be needed, in the credit evaluation process.

If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such.

The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise in connection with this guaranty.

The undersigned further acknowledges and represent that any titles written near their signatures below is/are merely intended to clarify the individual's position with the customer and in no way is intended to limit or cancel the personal nature of this guarantee.

Name (Please print)

Social Security No.

Name (Please print)

Social Security No.

Signature

Date

Signature

Date

Witness

Date

Witness

Date



INSURANCE COVERAGE REQUIREMENTS

Commercial General Liability

Limit: \$1,000,000 any one accident or occurrence / \$2,000,000 General Aggregate

Auto

Limit: \$1,000,000 any one accident or occurrence

Workers' Compensation Insurance

Limit: \$1,000,000 each accident bodily injury by accident

\$1,000,000 policy limit bodily injury by disease

\$1,000,000 each employee bodily injury by disease

Pollution as Needed

Limit: \$1,000,000

Excess/Umbrella

Limit: \$1,000,000 - \$10,000,000 as needed by contract

Rented/Leased Equipment

Limit: \$100,000 per occurrence, \$100,000 max limit

NOTE:

- 1.) Waiver of Subrogation language must be included
- 2.) National Tank & Equipment, LLC must be named as “Additional Insured” on all policies except Worker’s Compensation / Employers Liability which shall contain an Alternate Employer Endorsement in favor of National Tank & Equipment, LLC

3.) The Certificate Holder box must contain the exact following wording:

National Tank & Equipment, LLC (All Locations)

8003 Red Bluff Rd.

Pasadena, TX 77507

Failure to supply a COI will result in a non-refundable Damage Waiver fee of 14% of total invoice - Effective first billing cycle



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 have ADDITIONAL INSURED provisions or 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 Broker/Insurance Provider name	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIG #
	INSURER B:	
INSURED Company name	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1 mil / 2mil
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y			EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	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"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine / Equipment				Current Expiration	Leased / Rented / Sched \$100,000 Min.

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

******EXAMPLE COI******

CERTIFICATE HOLDER National Tank & Equipment, LLC (All Locations) 8003 Red Bluff Rd. Pasadena, TX 77507	CANCELLATION 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
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Physical Check Remit to Address:

P.O. Box 4318 Dept. #707
Houston, TX 77210-4318

Banking Information for EFT/ACH/WIRE Payments:

Third Coast Bank SSB
229 Dowlen Rd. Ste C
Beaumont, Texas 77706
281-861-2700

Routing #: 113094149 Account #: 1000109841

All ACH remittances should be emailed to:
ar@4hornmgmt.com

If you have any questions, please do not hesitate to contact Shelly Williamson via phone at 281-941-7574 or via email at ar@4hornmgmt.com

We appreciate your business.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NATIONAL TANK & EQUIPMENT, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 8003 RED BLUFF RD.</p> <p>6 City, state, and ZIP code PASADENA, TX 77507</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	6	-	4	8	3	3	0	1	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/8/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.