

BAKER PUMPS

3020 OLD RANCH PARKWAY, SUITE 220
SEAL BEACH, CA 90740-2751
PHONE: (562) 430-6262 / FAX: (562) 430-3862

CUSTOMER APPLICATION/AGREEMENT

For the purpose of requesting an open account, Customer hereby acknowledges that any extension of credit by Baker Pumps, Inc. ("Company"), shall be made in reliance on the herein representations as being accurate and correct. Customer agrees to update and supplement the Application immediately upon any change of information contained herein.

Customer must complete each section of the Application and return it to your local branch for processing. Company may, at Company's sole discretion and option, require Customer to submit financial statements, tax returns or other evidence of financial suitability in order to process the Application. Company may, at Company's sole discretion and option, reject or deny this Credit Application. Company makes no representations concerning Customer's ability to qualify for an open account or extension of any amount of credit. Company may, at Company's sole discretion and option, reject or deny this Credit Application; refuse to extend credit or any amount of credit to Customer; withdraw its approval, if so granted, of an open account to Customer; or modify or reduce an amount of credit, if so extended, whether now or hereafter.

1. Customer Information:

Business Name _____

Business Address _____

Mailing Address _____

Phone No. () _____ Fax No. () _____

E-mail Address _____

Contact Person _____

Years in Business _____ Type of Business _____

Name of Parent Company (if applicable) _____

Federal Tax identification/Social Security No. _____

Type of Entity _____

(Corporation, Limited Liability Company, General Partnership, Limited Partnership, Sole Proprietorship)

If Incorporated or LLC, enter year _____ and state of formation _____, and list two (2) officers or principals that are authorized to act on behalf of Customer:

Name: _____ Title: _____

Name: _____ Title: _____

If a sole proprietorship or partnership, enter year _____ and state of formation _____, and list each sole proprietor or partner that is authorized to act on behalf of the Customer, their title, if any, their home address, and their social security number. (If more than 2 partners, attach additional sheet)

Name: _____ Tel.: () _____ SS#: _____

Home address: _____

Name: _____ Tel.: () _____ SS#: _____

Home address: _____

Do you have a sales exemption certificate? _____ Yes _____ No

If yes, please attach a sale tax exemption certificate for each state in which you presently and/or intend to do business. If no certificate is attached Customer will be charged appropriate tax rate and amount on all transactions.

Has your firm ever filed bankruptcy? _____ No _____ Yes – attach a separate sheet with details.

Does your firm require a job # on invoices? _____ No _____ Yes

Does your firm require a purchase order # on invoices? _____ No _____ Yes

How did you hear about Baker Tanks? _____

Customer Information (cont.)

How many years have you been in business? _____ Duns #: _____
Have you done business with Baker before? _____ No _____ Yes

If yes please show the account no., name of company, address and approximate dates:

Bank Reference (attach additional sheets if necessary)

Bank Name: _____
Address: _____ City: _____
State: _____ Zip: _____ Phone No. () _____ Fax: () _____
Check Acct.#: _____ Savings Acct.#: _____ Loan Acct.#: _____

Bank Name: _____
Address: _____ City: _____
State: _____ Zip: _____ Phone No. () _____ Fax: () _____
Check Acct.#: _____ Savings Acct.#: _____ Loan Acct.#: _____

Insurance Information (General Liability & Property Damage) - attach copy of each declaration page:

Insurance Company Name _____
Address: _____ City: _____
State: _____ Zip: _____ Phone No. () _____ Fax: () _____
Policy No. _____

Insurance Company Name _____
Address: _____ City: _____
State: _____ Zip: _____ Phone No. () _____ Fax: () _____
Policy No. _____

Credit Information and Trade References:

Company Name: _____ Contact: _____
Address: _____ City: _____
State: _____ Zip: _____ Account Number: _____
Phone No. () _____

Company Name: _____ Contact: _____
Address: _____ City: _____
State: _____ Zip: _____ Account Number: _____
Phone No. () _____

Company Name: _____ Contact: _____
Address: _____ City: _____
State: _____ Zip: _____ Account Number: _____
Phone No. () _____

2. AGREEMENT:

CUSTOMER APPLIES FOR CREDIT AND AGREES THAT FUTURE OBLIGATIONS INCURRED WITH COMPANY (BAKER) SHALL BE BILLED BY COMPANY, AND PAID BY CUSTOMER AND ANY GUARANTOR(S) SPECIFIED BELOW, ON **NET 30 DAY TERMS**, AND SHALL BE SUBJECT TO THE RENTAL AGREEMENTS, DELIVERY RECEIPTS, AND THE RATE SHEETS APPLICABLE TO EACH OBLIGATION INCURRED, AS IN EFFECT AT THE TIME OF EACH SUCH BILLING, AS WELL AS THE POLICIES OF COMPANY. ANY AMOUNT NOT RECEIVED BY COMPANY WHEN DUE SHALL BEAR INTEREST AT 2.0% PER MONTH OR SUCH MAXIMUM LESSER RATE AS MAY BE PERMITTED BY LAW. CUSTOMER SHALL ALSO PAY TO COMPANY, UPON DEMAND, ANY AND ALL COSTS, INCLUDING ATTORNEY'S FEES, WHICH COMPANY MAY INCUR IN CONNECTION WITH THE ENFORCEMENT OF CUSTOMER'S OBLIGATIONS TO COMPANY, INCLUDING, BUT NOT LIMITED TO, THE COLLECTION OF ANY AMOUNTS WHICH CUSTOMER FAILS TO TIMELY PAY WHETHER OR NOT SUIT IS COMMENCED. ANY SUIT

AGREEMENT (CONT.):

BROUGHT IN CONNECTION WITH ANY OBLIGATIONS, INDEBTEDNESS, OR LIABILITY ARISING FROM THIS CONTRACT AND/OR THE RELATIONSHIP CREATED HEREBY SHALL BE COMMENCED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AT BAKER'S DISCRETION. IF THE CUSTOMER FAILS TO PAY INDEBTEDNESS TO COMPANY WHEN DUE, OR IS DEEMED BY COMPANY TO BE INSOLVENT AT ANY TIME, COMPANY MAY DECLARE THE ENTIRE BALANCE OF INDEBTEDNESS IN DEFAULT. IN THIS EVENT, UPON NOTICE TO THE CUSTOMER, THE ENTIRE BALANCE SHALL BECOME IMMEDIATELY DUE AND PAYABLE. THIS CONTRACT AND ALL RENTAL AGREEMENTS, DELIVERY RECEIPTS, AND ALL OTHER DOCUMENTS APPLICABLE HERETO, ARE DEEMED ENTERED INTO, ARE TO BE PERFORMED, AND ALL AMOUNTS ARE PAYABLE, AT BAKER'S PRINCIPAL PLACE OF BUSINESS SHOWN ABOVE. CUSTOMER AUTHORIZES THE RELEASE OF CREDIT INFORMATION AS REQUESTED BY COMPANY. CUSTOMER HEREBY CERTIFIES THE FOREGOING TO BE TRUE AND CORRECT AND AGREES TO THE ABOVE STATED ITEMS.

SIGNED BY: _____ TITLE: _____

_____ DATE: _____

Print Name

3. Personal Guarantee

For and in consideration of, the allowance to Customer of an open account, I/we, the undersigned Guarantor(s), hereby personally guarantee, unconditionally and at all times, to Company, the payment of all obligations, indebtedness, and liability which may be now or hereafter owing by Customer to Company, including, but not limited to, all monthly service charges, attorney's fees, costs, and interest.

I/WE, THE UNDERSIGNED GUARANTOR (S), UNDERSTAND THAT THIS AGREEMENT OF PERSONAL GUARANTEE AS PROVIDED HEREIN SHALL BE A CONTINUING OBLIGATION AND MAY NOT BE REVOKED, EXCEPT BY WRITTEN AGREEMENT EXPRESSLY CANCELING THIS PERSONAL GUARANTEE SIGNED BY THE COMPANY. IN THE EVENT OF THE REVOCATION OF ANY GUARANTY, THAT REVOCATION WILL NOT BE EFFECTIVE AS TO ANY OBLIGATIONS, INDEBTEDNESS, OR LIABILITY WHICH MAY ARISE FROM EQUIPMENT RENTED OR SERVICES RENDERED TO CUSTOMER BY COMPANY PRIOR TO REVOCATION.

Signature

Print Name

Home Address

City, State, Zip Code

Social Security No. / Email Address

Telephone / Fax Numbers

Date

Signature

Print Name

Home Address

City, State, Zip Code

Social Security No. / Email Address

Telephone / Fax Numbers

Date