



## New Customer Account Requirements

Please be advised the following is required in order to establish an account with Gear Up Rentals, Inc.

- a) Completed **Credit Application**." signed by an Officer of the company.
- b) **Terms of Rental** signed by an Officer of the Company
- c) A copy of your **Resale Tax Certificate or Tax Exempt Certificate** if applicable.
- d) A completed and signed **W-9**.
- e) **Insurance Certificate** naming Gear Up Rentals, Inc. as Loss Payee and Additional Insured with respects to leased and or rented equipment with a 30 day cancellation notice. (Please see attached Sample)
- f) Please fax all documents to **409-722-6509** or email to **[AR@GearUpRents.com](mailto:AR@GearUpRents.com)**

Best Regards,

*Brent Thompson*

Accounting Manager





## Company Info Sheet

Company Name: Gear Up Rentals, LLC

State of Incorporation: Texas

Date of Incorporation: October 2006

Taxpayer ID: 20-5739780

Type of Business: Industrial Equipment Rental, Sales, Service & Parts

Remit to Address: 6795 Patillo Rd Beaumont, TX 77705

Accounts Receivable: AR@GearUpRents.com

Telephone: 409-800-7368

Fax: 409-722-9605

Website: [www.GearUpRents.com](http://www.GearUpRents.com)

Rental/Sales Contact: [Sales@GearUpRents.com](mailto:Sales@GearUpRents.com)



Credit Application

Company Legal Name: DBA: Physical Address: City, State, Zip Code: Billing Address: City, State, Zip Code: Type of Business: Date Business Started: Corporate Status: Federal Tax ID: Tax Exempt? Tax Exempt #: Date Incorporated: State of Incorporation: D&B #: Business Phone: Fax: Website: Contact Name: Title: Email: Accounts Payable Contact Name: AP Email: PO Required? YES NO

Bank/Trade References

Bank: Account #: Type: Contact Name: Phone #: Fax or Email: Company Name: Account #: Contact: Phone #: Fax or Email: Company Name: Account #: Contact: Phone #: Fax or Email: Company Name: Account #:

Ownership Information

Principal's Name: Title: % Owned: Date of Birth: SS #: Phone: Home Address: City, State, Zip Code:

Personal Guaranty

In consideration of extension of credit by Gear Up Rentals, Inc. (collectively "Supplier") to applicant, the undersigned guarantor(s) (herein "Guarantor" whether one or more) hereby unconditionally guarantees, jointly and severally, punctual payment and performance, when due or on demand, all applicants obligations and liabilities, present and future or every kind or character, to supplier including all collection costs, court costs and attorney's fees. This Guaranty shall be continuing and unlimited and may be terminated only upon 30 days written notice actually received by supplier. Any cancellation of this Guaranty shall not relieve Guarantor of any obligations of guarantor hereunder arising prior to the receipt of such cancellation or within 10 days thereafter. The supplier may exercise Suppliers rights under this guaranty without first taking any action against the Applicant. Guarantor shall be bound hereunder even if applicant for any reason is not liable in law or equity to pay part or all of applicant's obligations to supplier (e.g., if Applicant is incompetent, does not have the capacity or be bound to pay such obligation, Applicant does not legally exist, or Applicant does not properly and lawfully authorize the creation of such obligation). Guarantor acknowledges that Guarantor will receive a direct and material benefit from obligations of Applicant covered by the terms of this Guaranty. Supplier shall be entitled to enforce the obligations of this Guaranty against the Guarantor without regard to the filing or any bankruptcy or insolvency proceeding by Applicant. The Guaranty is independent of any co-debtor and is not conditioned on the financial condition of the Applicant or any other event. Guarantor hereby authorizes Guarantors creditors and references to release to Supplier whatever information may be contained in their files pertaining to personal and financial dealings with Guarantor and grants Supplier permission to complete any credit investigation of Guarantor, including but not limited to reports by a credit reporting agency or entity. Guarantor consents and waives notice of any modification, extension or renegotiation of any term or condition of the guaranteed debt (including interest rate and payment terms), and any settlement with the Applicant or any co-debtor.

Signature: Date:

## TERMS & CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Gear Up Rentals, Inc., a Texas limited liability company (hereinafter, "GEAR UP," "Lessor," "we," "us" and "our") agree as follows: -

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per the terms of Section [or "§"] 5 below); "Site" means the delivery or use address set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1.
2. You agree to rent from GEAR UP the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay us our rental rate(s) set forth on P.1 (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all loss of, damage to and/or destruction of the Rented Item(s) for the duration of the Term and until all such Rented Item(s) is/are returned to and accepted by GEAR UP in the proper return condition as required under § 3. Unless otherwise agreed in writing by GEAR UP, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per each 24-hour period for which Rent is charged hereunder (each, a "Day"), 40 hours per 7-Day period, 160 hours per 28-Day period, and otherwise in accordance with the terms hereof and the "Instructions" described in § 5. Additional prorated Rent will be charged for late returns and overuse. No allowance will be made for weather delays, time in transit or other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay us: (i) any deposit and the Estimated Rent specified on P.1 in advance (the "Prepayment"); and (ii) any other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to GEAR UP; and (iv) all Prepayments are NON-REFUNDABLE except only as provided in § 7. Anything remaining with, in or on any Item(s) upon return will be deemed abandoned.
3. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to GEAR UP on time, clean, free of contaminants (including without limitation, asbestos and silica dust) and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay to GEAR UP: (a) Rent for each succeeding full rental period until the Item(s) has/have been returned or replaced as required; and (b) all costs and expenses GEAR UP incurs in connection with such failure. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, modify or damage any Rented Item(s); (ii) violate any law, insurance policy or warranty; (iii) expose any Rented Item(s) to any harmful or hazardous substance(s) or circumstance(s); or (iv) take possession of or exercise control over any Rented Item(s), without our prior consent (granted, conditioned or withheld in our sole discretion).
4. Except with respect to Rented Items which GEAR UP rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), GEAR UP owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); or (b) loan, store, transfer, sublease, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole discretion). GEAR UP may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of GEAR UP or any TPO.
5. Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by GEAR UP), carefully examined and inspected by you or your agent(s); and (b) you: (i) have received, carefully reviewed and understand all applicable training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, MSHA, ASME, IBC, IEEE, ASSE, DOT and/or ANSI Standards (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust and Electronic Logging Device requirements); (iii) have been made aware of the need to use all recommended and required safety devices (including RESPIRATORY and FALL PROTECTION devices); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give any required notice(s) to, and obtain all necessary licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to dig or disturb the ground surface (call 811 and go to [www.texas811.org](http://www.texas811.org) <<http://www.texas811.org>> or [www.lonestar811.com](http://www.lonestar811.com) <<http://www.lonestar811.com>>) at least 2, but not more than 14, full business days in advance; (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You will notify us immediately if any of the foregoing shall be breached or proves incorrect or misleading.
6. YOU AGREE TO PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by GEAR UP on a case-by-case basis, at the Site; (d) by properly trained, FAMILIARIZED, qualified, certified, SUPERVISED and/or licensed (as applicable) ADULTS; and (e) otherwise in full compliance with this Contract as well as all applicable laws, rules and regulations, at all times.
7. In the event of a Malfunction, you will immediately notify, and return the Malfunctioning Item to, GEAR UP, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or deal with such Item(s), we will, at our option: (a) repair such Item; (b) provide you with a comparable Item; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all associated incidental and consequential damages.
8. You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any service(s) (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by other parties, including providers of other equipment or services ("Other Providers") for which you hereby hold harmless GEAR UP. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of GEAR UP's representatives regarding the same (including status, condition, quality, freedom from defects and quantities).
9. You agree to maintain all insurance GEAR UP may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement value thereof; and (c) for all automobiles and trailers included in the Rented Item(s), hired auto liability insurance with minimum limits of \$1,000,000 and hired auto physical damage insurance for actual cash value. Such policies shall, whenever possible: (i) name GEAR UP as an additional insured and loss payee; (ii) waive subrogation against GEAR UP; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as GEAR UP may require. WARNINGS: POWERED EQUIPMENT AND TOOLS, INCLUDING ITEMS USED FOR LIFTING, LOADING, LIGHTING, CUTTING, GRINDING, CHIPPING, SCRAPING, DIGGING, SHREDDING, BREAKING, BORING, WELDING, TOWING AND/OR HAULING CAN BE DANGEROUS, AND SHOULD BE TRANSPORTED, SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS.
10. GEAR UP IS NOT THE MANUFACTURER OR DESIGNER of any of the Items, all of which are provided "AS-IS". NEITHER GEAR UP NOR ANY TPO MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced in this Contract, nor does GEAR UP or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you hereby waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements made or accepted by GEAR UP or any TPO constitute representations or warranties by GEAR UP or any such TPO.
11. **INDEMNITY/HOLD HARMLESS: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY EXPRESSLY AND WILL FULL KNOWLEDGE AGREE TO: (A) ASSUME ANY AND ALL RISK OF PERSONAL AND BODILY INJURY, DEATH, LOSS, DAMAGE, DESTRUCTION AND/OR CONTAMINATION RELATING TO OR ARISING IN CONNECTION WITH THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT AND RENTED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, DELIVERY AND/OR RETRIEVAL OF THE ITEMS RENTED HEREUNDER (COLLECTIVELY, "RISKS"); (B) RELEASE, DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS, GEAR UP AND EACH TPO, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, REPRESENTATIVES, SUBROGEEES, SUCCESSORS AND ASSIGNS (EACH, AN "INDEMNITEE"), FOR, FROM AND AGAINST ALL SUCH RISKS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) IRRESPECTIVE OF WHETHER SUCH PERSONAL AND BODILY INJURY, DEATH, LOSS, DAMAGE, DESTRUCTION AND/OR CONTAMINATION WAS CAUSED OR CONTRIBUTED TO BY AN INDEMNITEE'S JOINT, CONCURRENT, PASSIVE OR ACTIVE NEGLIGENCE; AND (C) WAIVE ANYT AND ALL RIGHTS, REMEDIES, CLAIMS AND DEFENSES UNDER THE UNIFORM COMMERCIAL CODE, AS WELL AS ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES AGAINST EACH AND EVERY INDEMNITEE.**

12. If and only if, we have offered, and you have elected to purchase our Optional LIMITED Damage Waiver ("LDW") and paid the non-refundable LDW Fee set forth on Page 1 before the Term commences, then only with respect to Item(s) covered by LDW ("Covered Items"), your liability for the cost to repair or replace such Covered Items will be limited as set forth in our Damage Waiver Guide and Addendum, a copy of which you acknowledge receiving and carefully reviewing. You may decline LDW if you fully comply with this Contract (including Section 9). LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

13. You agree to pay all taxes (including all sales, use, equipment, fuel and other taxes), tolls, fines, fees, assessments and other charges related to each Item. In the event legal action is commenced in connection herewith, we will be entitled to recover our associated costs and expenses (including with-out limitation, attorneys' fees and expenses) from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor (in person, electronically and/or via telematics) and/or inspect any Rented Item(s) at any time, and all information thereby obtained will be the sole and exclusive property of GEAR UP. If any performance required of GEAR UP is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding GEAR UP's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize GEAR UP to charge all amounts coming due hereunder to any debit or credit card(s) you provide. You agree to pay GEAR UP the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.

14. You acknowledge that this Contract: (a) constitutes a true operating lease, and not a disguised financing; (b) is fair and reasonable under the circumstances; and (c) shall be interpreted under the laws of the State of Texas, with proper venue for all associated civil lawsuits and legal proceedings lying solely and exclusively in the federal, state and local courts located in or nearest to Jefferson County, TX (unless waived by GEAR UP). You hereby consent and submit thereto, and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures appearing on this Contract and/or any Addenda(um) will be deemed originals.

15. Your duties hereunder are unconditional. If: (a) you or any guarantor shall: (i) fail to timely pay, honor or perform any of your obligations arising under this Contract; (ii) otherwise fail to fully and timely comply herewith; (iii) provide any incorrect or misleading information to GEAR UP; (iv) become insolvent; or (v) die or cease conducting business; (b) any Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW, as provided in § 13); or (c) GEAR UP shall deem itself insecure, you will be in DEFAULT under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, empty, lock or disable any or all Rented Item(s) without being guilty of trespass or liable for bodily injuries or property damage (for which you agree to indemnify, defend and hold harmless GEAR UP, its agents and employees); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor (jointly and severally) our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term, interest and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. This Contract, and any addenda provided by GEAR UP (including as applicable, our Damage Waiver Guide and Addendum) each of which is incorporated herein, represent the entire agreement between you and GEAR UP, superseding all other oral and written agreements and representations (including GEAR UP's website and advertising). The terms of this Contract are severable. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by GEAR UP. Time is of the essence. There are no third-party beneficiaries hereto other than, with respect to your obligations hereunder, the TPO(s), if any. These Terms and Conditions apply to the Item(s) identified on P.1 and to all other Items you obtain from GEAR UP at any time (except only as otherwise agreed by GEAR UP).

17. **WARNING:** Wrongfully obtaining or withholding property and/or services of another available only for compensation may be deemed THEFT. See Texas Penal Code § 31.04, et seq. for details.

#### **Business Credit Release and Acknowledgement**

The Undersigned does hereby make this application for credit to GEAR UP RENTALS, INC. (with its subsidiaries and affiliates, successors and assigns, "GEAR UP"), and by doing so, authorizes GEAR UP RENTALS, INC., in connection with the establishment and maintenance thereof, to investigate the creditworthiness and capacity of the undersigned and its officers and/or principals. Applicant hereby authorizes the release of credit information to or by GEAR UP or its designee from or to any source including credit reporting agencies and applicant's bank. This shall be continuing authorization for all present and future inquiries and disclosures of account information and credit experience made by or to GEAR UP RENTALS, INC.

The undersigned, as an authorized signatory, warrants that all information supplied to GEAR UP RENTALS, INC is true and correct in every respect; that the applicant is financially able to meet any commitments to GEAR UP RENTALS, INC; and that payments of all obligations of the undersigned to GEAR UP RENTALS, INC will be paid when due, 30 days from invoice date. It is mutually understood and agreed that delinquent obligations are subject to a late charge not to exceed 1.5% per month or if less, the maximum rate that is permitted by law. I/we agree that all transactions between our companies will be construed and determined according to the laws of Texas exclusively within Texas jurisdiction unless otherwise chosen by GEAR UP RENTALS, INC. I/we agree to pay all costs incurred by GEAR UP RENTALS, INC in collection of any outstanding balance or the recovery of any products by GEAR UP RENTALS, INC, including reasonable collection agency and/or attorney fees, in addition to all other damages. I/we have read and do understand the TERMS AND CONDITIONS of this instrument and by my signature, agree to said TERMS AND CONDITIONS

Print: \_\_\_\_\_ Title: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> <i>See Specific Instructions on page 3.</i>	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Gear Up Rentals, LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <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"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>6795 Patillo Road</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code <b>Beaumont, TX. 77705</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
<p>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 <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px; height: 20px; text-align: center;">2</td> <td style="width: 30px; height: 20px; text-align: center;">0</td> <td style="width: 30px; height: 20px; text-align: center;">-</td> <td style="width: 30px; height: 20px; text-align: center;">5</td> <td style="width: 30px; height: 20px; text-align: center;">7</td> <td style="width: 30px; height: 20px; text-align: center;">3</td> <td style="width: 30px; height: 20px; text-align: center;">9</td> <td style="width: 30px; height: 20px; text-align: center;">7</td> <td style="width: 30px; height: 20px; text-align: center;">8</td> <td style="width: 30px; height: 20px; text-align: center;">0</td> </tr> </table>	<b>Social security number</b>																				<b>or</b>										<b>Employer identification number</b>										2	0	-	5	7	3	9	7	8	0
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
<p>1. 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</p> <p>2. 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</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p>	
<p><b>Certification instructions.</b> 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.</p>	
<b>Sign Here</b>	<p>Signature of U.S. person </p> <p>Date <u>01/01/2026</u></p>

**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](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**6795 Patillo Rd  
Beaumont, TX 77705**

**Phone: 409-722-9599  
Fax: 409-722-9605**

### **Aerial Booms & Scissors**

Manlifts, Diesel, 4x4, 40' thru 80'  
Manlifts, Electric, 34', Towable  
Scissors, Electric, 19' thru 32'

### **Air Compressors**

185 CFM - 375 CFM

### **Air Tools**

Air Movers  
Bench Rammers  
Breakers - 60# & 90#  
Chipping Guns  
Drills  
Drum Vacuums  
Grinders  
Impacts - 1/2"DR - 1 1/2" DR  
Manifold, Multi-Outlet  
Needle Scalers  
Rock Drills  
Saws  
Scablers

### **Compaction**

Plate Compactor  
Rollers. Ride-on, Walk Behind  
Tamper/Rammer/Jumping Jack

### **Concrete Equipment**

Buckets  
Vibrators  
Mortar Mixers  
Troweling Machines  
Motorized Georgia Buggies  
Saws

### **Dirt Equipment**

Augar Attch. For Skid Steer  
Augar Bits & Extensions  
Excavators, Mini  
Fork Attachments for Skid Steer  
Grapple Buckets for Skid Steer  
Hydraulic Breakers  
Loaders, Skid, Track

### **Blasting Equipment**

185-375 Blast Rigs  
400 CFM Dryers  
Blast Pots 3 Bag- 8 Ton

### **Electric Power Tools**

Breakers, 60#  
Drills, Magnetic, 3/4"  
Drills, Magnetic, Hogun Style  
Grinders  
Rotary Hammers  
Saws

### **Forklifts**

R/T Forklifts, Str Mast, 6000# & 8000#  
Reach Forklift 5500# - 10000#  
Warehouse Forklifts, 5000#-8000#

### **Generators**

5KW - 6KW Gas Powered  
10KW - 50KW Diesel Powered

### **Hand Tools**

Hammer Wrenches  
Impact Sockets  
Combo Wrenches  
Etc....

### **Heaters & Blowers**

20" Coppus Blower  
6" Air Horn  
Heaters, Kerosene  
Fans  
Vano

### **Hydraulic Tools**

Benders  
Hole Punches  
Porta Power Pumps & Rams

### **Lighting**

Distribution Panels  
Explosion Proof Light  
Stands, Tripod  
Towers, Towable, 4-Bulb

### **Material Handling**

Beam Clamps  
Chain Hoists  
Com-a-longs  
Hillman Rollers  
Snatch Blocks

### **Material Handling (cont'd)**

Magnets  
Pallet Jacks  
Hoppers

### **Piping & Conduit Equipment**

700 Power Pony  
Adjust-A-Roller Jack Stand  
Benders, Manual & Hydraulic  
Beveling Machines, 2" thru 36"  
Cutters, Manual & Hydraulic  
Flange Spreaders  
Line-up Clamps  
Machine Torches, Long & Short  
Pipe Plugs  
Pipe Saws & Clamps  
Threaders, 535, 141 & 12R  
Tri-Stand Chain Vise

### **Pressure Washers**

2500 - 4000PSI, Cold Water  
3500PSI Hot Water Trailer Mnt

### **Pumps**

Air Double Diaphragm  
Test Pumps  
Submersible Pumps, Electric  
Trash Pumps, Gas & Diesel

### **Saws**

Chain Saws, 12"-20"  
Air Hack Saws  
Air Pipe Saws  
Chop/Demo 14"  
Concrete, 14"- 20" Walk Behind

### **Utility Vehicles**

Kubota, 4x4 Diesel,  
ClubCar Carryall

### **Welding Equipment**

8 Pack Electric Welders  
Welders, Diesel, 300 -500amp  
Welding Leads & Whips  
Air Arc Gouger