

# BAKER AFFILIATED COMPANIES:

Baker Tanks, Inc., and its division, Baker Pumps  
Baker Filtration, Inc., d.b.a. Cameron Environmental, Inc.  
The Andress Walsh Company

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

## CUSTOMER APPLICATION AND AGREEMENT

Customer hereby applies with each of the Baker Affiliated Companies listed above (collectively "Company") for an open account. Customer hereby acknowledges that any extension of credit by any Baker Affiliated Company, whether now existing or hereafter extended, shall be made in reliance on the representations made in this Application as being accurate and correct and this Application, and all of the terms hereof shall apply to each such extension of credit. 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 Company's 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 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: \_\_\_\_\_  
Type of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_  
Contact Person \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Type of Entity: \_\_\_\_\_ Established: \_\_\_\_\_ State: \_\_\_\_\_ Fed Tax ID No.: \_\_\_\_\_  
(Corporation, Limited Liability Company, DUNS No.: \_\_\_\_\_  
General or Limited Partnership,  
Sole Proprietorship)

Name of Parent Company (if applicable) \_\_\_\_\_

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 Customer ever filed bankruptcy? \_\_\_\_\_ No \_\_\_\_\_ Yes – attach a separate sheet with details.

Has Customer even been sued for alleged non-payment of a debt? \_\_\_\_\_ No \_\_\_\_\_ Yes  
If so, please provide information on date sued, nature of dispute, and resolution of dispute:

\_\_\_\_\_  
\_\_\_\_\_

**Customer Information (cont.)**

Please indicate if Customer requires any of the following on Invoices:

- Job number
- Purchase order number
- Name of person ordering
- Other information: \_\_\_\_\_

Have you done business with Company in the past?  No  Yes

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

If not, how did Customer hear about Company? \_\_\_\_\_

**2. Bank References.**

Bank: _____ Address: _____ _____ Telephone No.: _____ Contact: _____ Account Nos.: Checking: _____ Savings: _____ Loans: _____	Bank: _____ Address: _____ _____ Telephone No.: _____ Contact: _____ Account Nos.: Checking: _____ Savings: _____ Loans: _____
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**3. Trade References.**

Name: _____ Address: _____ _____ Telephone No.: _____ Contact: _____ Date Opened: _____ Terms: _____	Name: _____ Address: _____ _____ Telephone No.: _____ Contact: _____ Date Opened: _____ Terms: _____
Name: _____ Address: _____ _____ Telephone No.: _____ Contact: _____ Date Opened: _____ Terms: _____	Name: _____ Address: _____ _____ Telephone No.: _____ Contact: _____ Date Opened: _____ Terms: _____

**4. Insurance Information (General Liability and Property Damage).**

(Attach copy of each Declaration page)

Ins. Company: _____ Address: _____ _____	Ins. Company: _____ Address: _____ _____
Telephone No.: _____ Contact: _____ Policy No: _____	Telephone No.: _____ Contact: _____ Policy No: _____

**5. Agreement.**

Customer agrees that the following terms shall apply to Customer's accounts with the Baker Affiliated Companies, and any and all obligations arising there from, and this supercedes any prior or other similar agreements:

- a. By Customer's signature below, Customer confirms that all of the information provided by Customer in this Credit Application and Agreement constitute representations upon which Company can, and will, rely, and that all such representations are true and complete.
- b. Company is hereby authorized to obtain any other information which Company deems reasonably necessary, from any source, either to verify the representations made in this Credit Application and Agreement or to obtain other related credit information.
- c. Customer will immediately notify Company in the event that any representation made in this Credit Application and Agreement becomes untrue or in the event that Customer becomes insolvent or otherwise unable to regularly pay its obligations as they become due.
- d. Customer will pay, in full, each invoice provided to Customer by Company within 30 days of the date of each invoice, unless Company has provided Customer, in writing, with different terms and, in that event, Customer shall pay each invoice, in full, in accordance with those terms. 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.
- e. In the event that Company incurs any legal fees or related costs in connection with Customer's account with Company, either as a result of Customer's failure to comply with the terms of Customer's account or otherwise, Customer shall be required to immediately reimburse Company for any and all legal fees and related costs incurred by Company.
- f. Customer and Company expressly agree that the laws of the State of California shall govern the validity, construction, interpretation, effect, and enforcement of this Credit Application and Agreement, and all obligations arising pursuant thereto or otherwise as a result of the relationship established thereby, and the Courts of the State of California shall have jurisdiction over the parties with respect thereto and any litigation arising there from, with venue being established based upon the then corporate office location of Company. Customer and Company further agree that this Agreement and all rental agreements, delivery receipts, and al other documents applicable hereto, are deemed entered into, are to be performed, and all amounts are payable at, the then corporate office location of Company.
- g. A signature on this Credit Application and Agreement transmitted by facsimile transmission shall be effective as an original signature.

Dated: \_\_\_\_\_

Company:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[PERSONAL GUARANTY FOLLOWS]

**6. Personal Guaranty.**

For, and in consideration of, the allowance of credit to Customer, I/we, the undersigned Guarantor(s) personally guarantee, unconditionally and at all times, to each Baker Affiliated Company, the payment of all obligations, indebtedness, and liability which may be now or hereafter owing by Customer to any Baker Affiliated Company, in addition to any legal fees and costs incurred by Company in connection with the enforcement of this Guaranty.

In connection with this Guaranty, I/we, the undersigned Guarantor(s), further agree as follows:

- a. This Personal Guaranty shall be a continuing obligation and may not be revoked, except in writing provided to, and actually received by, Company and, in the event of any such revocation, that revocation shall not be effective as to any obligations, indebtedness, or liability which arose, credit extended, equipment rented, or services rendered prior to Company's receipt of that revocation.
- b. In the event that Company incurs any legal fees or related costs in connection with Customer's account with Company or the enforcement of this Guaranty, either as a result of Customer's failure to comply with the terms of Customer's account, Guarantor(s) failure to comply with the terms of this Guaranty, or otherwise, Guarantor(s) shall be required to immediately reimburse Company for any and all legal fees and related costs incurred by Company.
- c. The laws of the State of California shall govern the validity, construction, interpretation, effect, and enforcement of the Credit Application and Agreement and of this Guaranty, and all obligations arising pursuant thereto or otherwise as a result of the relationship established thereby, and the Courts of the State of California shall have jurisdiction over the parties with respect thereto and any litigation arising therefrom, with venue being established based upon the then corporate office location of Company.
- d. A signature on this Guaranty transmitted by facsimile transmission shall be effective as an original signature.

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Guarantor:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Driver's License No. \_\_\_\_\_ State: \_\_\_\_

Telephone Numbers: \_\_\_\_\_

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

Guarantor:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Driver's License No. \_\_\_\_\_ State: \_\_\_\_

Telephone Numbers: \_\_\_\_\_

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