

BUSINESS ACCOUNT APPLICATION

PHONE: (417) 831-0000
MyHayden.com

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AR@MyHayden.com



NAME/ADDRESS			
LAST:	FIRST:	MI:	TITLE:
NAME OF BUSINESS:			TAX I.D. NUMBER:
ADDRESS:			CONTACT EMAIL ADDRESS:
CITY:	STATE:	ZIP:	PHONE:

COMPANY INFORMATION			
TYPE OF BUSINESS:	DATE ESTABLISHED:	LEGAL OPERATING TYPE:	
NAME OF PARENT COMPANY (IF APPLICABLE)			DATE ESTABLISHED:
HAVE YOU EVER FILED BANKRUPTCY?	FEDERAL TAX ID#:	STATE ENTITY FORMED:	
ADDRESS:			FINANCIAL EMAIL ADDRESS:
CITY:	STATE:	ZIP:	PHONE:
NAME OF COMPANY PRINCIPAL RESPONSIBLE FOR BUSINESS TRANSACTIONS:			TITLE:
ADDRESS:			
CITY:	STATE:	ZIP:	PHONE:

HOW WOULD YOU LIKE TO RECEIVE INVOICES: EMAIL MAIL

BANK REFERENCES		
INSTITUTION NAME:	INSTITUTION NAME:	INSTITUTION NAME:
ADDRESS:	ADDRESS:	ADDRESS:
PHONE:	PHONE:	PHONE:

TRADE REFERENCES		
INSTITUTION NAME:	INSTITUTION NAME:	INSTITUTION NAME:
CONTACT NAME:	CONTACT NAME:	CONTACT NAME:
ADDRESS:	ADDRESS:	ADDRESS:
PHONE:	PHONE:	PHONE:
ACCOUNT OPENED SINCE:	ACCOUNT OPENED SINCE:	ACCOUNT OPENED SINCE:
CREDIT LIMIT:	CREDIT LIMIT:	CREDIT LIMIT:
CURRENT BALANCE:	CURRENT BALANCE:	CURRENT BALANCE:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Hayden Machinery Inc. will add a 1.5% fee to all accounts with a balance due 30 days from the invoice date. ____ Initial

Signature Area

Applicant:

_____ (Customer's Signature)

_____ (Customer's Printed Name)

_____ (Applicant Title)

_____ (Date Signed)

APPLICATION FOR CREDIT AND/OR RENTAL AGREEMENT

CONFIDENTIAL CREDIT INFORMATION

TERMS & AGREEMENT (Must be signed for account processing)

The undersigned ("Customer") in consideration of Hayden Machinery Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Hayden Machinery") extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Hayden Machinery are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Hayden Machinery's rental contract., including the release, indemnification and insurance provisions in sections 8 & 9("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provisions of labor furnished to Customer, whether or not Customer executes each Rental Contract; and (d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Hayden Machinery shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. export restrictions. In making this Agreement upon which Hayden Machinery will rely to extend commercial credit, I/We agree to Hayden Machinery's terms of payment as follows: NET DUE UPON RECEIPT on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of Hayden Machinery within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Hayden Machinery's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Hayden Machinery reserves the right to bring legal action in whatever jurisdiction Hayden Machinery deems necessary, whose laws. At the option of Hayden Machinery, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) Of the outstanding balance owing, plus all other reasonable expenses incurred by Hayden Machinery in exercising any of Hayden Machinery's rights and remedies. The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. I/We authorize Hayden Machinery to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade references(s) can accept this authorization to disclose to Hayden Machinery and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how there account has been handled to time showing the insurance required in the Rental Contract to be maintained by Customer.

Signature Area

Applicant:

(Authorized Officer's Signature)

(Authorized Officer's Printed Name)

(Authorized Officer's Title)

(Date Signed)

INDIVIDUAL PERSONAL GUARANTY

INDIVIDUAL PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of Hayden Machinery extending credit at my/our request to the Customer named above, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations Customer to Hayden Machinery whether now existing or hereinafter made, and further agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Hayden Machinery whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Hayden Machinery reserves the right to bring legal action in whatever jurisdiction Hayden Machinery deems necessary, whose laws, at the option of Hayden Machinery, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including reasonable attorney's fees not exceeding a sum equal to fifteen percent(15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Hayden Machinery in excising any of Hayden Machinery's rights and remedies. The Undersigned recognizes the obligation of the Applicant and the undersigned and agrees to hold the portion of all payments received by Applicant which include payment to Applicant for the rent and/or purchase of equipment and supplies furnished by Hayden Machinery pursuant to this agreement to be held in a separate trust account for payment to Hayden Machinery. The undersigned agrees to act as fiduciary for payment to Hayden Machinery and agrees that Applicant shall not use said payments for any other purpose, in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on a credit account. The undersigned agrees that any failure to hold payments in trust for Hayden Machinery shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 USC 523 (a)(4) and (6). The undersigned represent that (i) the information contained in this Agreement is a true and correct statement of the financial condition of Customer and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Hayden Machinery shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). I/We authorize Hayden Machinery to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Hayden Machinery and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship

GUARANTOR'S SIGNATURE

GUARANTOR'S SIGNATURE

PRINT GUARANTOR'S NAME

PRINT GUARANTOR'S NAME

ADDRESS:

ADDRESS:

SSN:

SSN:

WITNESS SIGNATURE

WITNESS SIGNATURE

PRINT WITNESS NAME

PRINT WITNESS NAME

DATE

DATE



Rental Agreement

Business Information

_____ (Legal Business Name)		_____ (Doing Business As)	
_____ (Street Address)		_____ (Business Phone Number)	_____ (Business Fax Number)
_____ (City)	_____ (State)	_____ (Zip)	_____ (Contractor's License Number)

Purchase Order Number Required?

Job Number Required?

Terms & Conditions of Rental Agreement

Hayden Machinery Inc. agrees to rent equipment, motor vehicles, and other personal property ("Equipment") to Applicant only upon the following terms and conditions:

- Each rental of Equipment shall be set forth in a Schedule, which Schedule shall become a part of and incorporated into this Agreement, including equipment type rental term, and rental rate. Applicant agrees the Schedule(s) may be in the form of an email or facsimile sent by Hayden Machinery Inc. to Applicant and that a return email or facsimile, under the same terms as sent, from Applicant to Hayden Machinery Inc. shall constitute a writing signed by both parties.
- The rental rate for Equipment covers normal use only not to exceed the hours and working days per month specified in each Schedule. Any excess use will be prorated against the appropriate rate and charged to the Applicant. If Equipment is operated on a job site deemed to be severe conditions, including but not limited to sites containing rock, which causes excessive wear and tear a surcharge of 25% of the normal rental rate will be added to said normal rate, and be the responsibility of Applicant. Applicant shall still be responsible for any damages to rental Equipment used on a site containing rock, in addition to the rock surcharge.
- It is agreed that it shall be Applicant's obligation to notify Hayden Machinery Inc. of any mechanical or safety problems with the Equipment as soon as Applicant is aware of a problem. Hayden Machinery Inc. shall have the option to: (1) request the Applicant to make the required repairs; (2) send a Hayden Machinery Inc. service technician to make repairs; or (3) replace the Equipment with another similar unit. Applicant agrees not to operate Equipment when it is in need of mechanical or safety repairs. Applicant shall provide continual inspection and daily maintenance of all Equipment rented by Applicant and/or under its care, custody, or control.
- The Equipment will be delivered to the Applicant in normal operating condition and must be returned to Hayden Machinery Inc. in the same condition less normal wear and tear. 'Normal wear and tear' is that which may be expected to result from the use of Equipment under normal conditions. Applicant shall operate and maintain the Equipment in a normal manner and see that the Equipment is not subjected to careless or needlessly rough usage. Applicant shall be responsible for all repairs, including parts and labor for breakdowns due to misuse, sabotage and operation negligence, such as, lack of oil, lack of grease, lack of water, vandalized compartments, stolen parts, dented or bent parts from collisions and punctured or cut tires. Applicant is liable for any damage or injuries resulting from allowing any unqualified persons to operate any Equipment who are not completely familiar with the operating and safety procedures. Applicant will allow only licensed drivers that meet state or federal license requirements, if any, which may be necessary to operate any Equipment.
- No Equipment subject to California Environmental Protection Agency Air Resources Board in-use off-road vehicle regulation may idle for more than 5 consecutive minutes. The idling limit does not apply to: idling when queuing, idling to verify that the Equipment is in safe operating condition, idling for testing, servicing, repairing or diagnostic purposes, idling necessary to accomplish work for which the Equipment was designed, idling required to bring the machine system to operating temperature, as specified by the manufacturer, and idling necessary to ensure same operation of the Equipment. When refueling any "On Road" Equipment Applicant is responsible for using clear on highway #2 diesel fuel only (no red dye to be used in "On Road" Equipment). Applicant is responsible for any and all fines incurred by other authorities as a result of using red dye fuel in fiOn Roadff Equipment.
- Hayden Machinery Inc. is not responsible for any charge that the Applicant may have because of mechanical malfunction of the Equipment, and it shall not in any manner be liable for any back charges or any direct, indirect, special or consequential damages. Applicant will be responsible for Equipment if stolen at any time during rental period. While Equipment is on rent, Hayden Machinery Inc. assumes no responsibility for any damages to property or persons. Any damage at all will be the complete responsibility of Applicant.
- Applicant hereby assumes and shall bear the entire risk of loss or damage to the Equipment from any and every cause whatsoever from the time the Equipment is picked up by Applicant or Applicant's agent until returned to the Hayden Machinery Inc. designated location by Applicant or Applicant's agent. If Hayden Machinery Inc. picks up or delivers the Equipment, Hayden Machinery Inc. shall assume the risk of loss only on pick up and/or delivery. No loss or damage to the Equipment or any part thereof shall impair any obligation of Applicant under this Rental Agreement, which shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to any item of Equipment, at the option of Hayden Machinery Inc., Applicant shall: (a) Place the same in good repair, condition and working order or replace the Equipment; (b) Pay Hayden Machinery Inc. in cash for Hayden Machinery Inc. to cause the repairs to be made; or (c) If the Equipment is determined by Hayden Machinery Inc. to be lost, stolen, destroyed or damaged beyond repair, to pay Hayden Machinery Inc. to replace said Equipment. Once such payment has been made this rental shall terminate with respect to such item of Equipment.
- Unless otherwise required by Hayden Machinery Inc., Applicant shall pay the rental sums due as follows: net payment to be received by Hayden Machinery Inc. within thirty (30) days from date of Hayden Machinery Inc. invoice. Applicant agrees that Hayden Machinery Inc. can charge invoices to a credit card, or credit account on file with Hayden Machinery Inc.. Should Applicant fail to pay any part of the sum or any other sum required by Applicant to be paid to Hayden Machinery Inc. within thirty (30) days from date of invoice, all past due amounts shall bear a finance charge at the rate of one percent (1.0%) per month. North Dakota law, including the laws governing interest and usury, shall be applicable to this Rental Agreement and shall govern the monthly periodic rate and corresponding annual percentage rate. If for any reason it is determined by a court of competent jurisdiction that a different usury or interest law is deemed applicable, the monthly periodic rate and corresponding annual percentage rate shall be the maximum non-usurious rate of interest applicable to any entity such as Applicant in the applicable jurisdiction. Further, if for any reason it is determined by a court of competent jurisdiction that the law of: (i) the State of Arizona is applicable, then it is expressly agreed that A.R.S. § 44-6002 shall apply. If for any reason amounts paid in connection with Hayden Machinery Inc.'s extension of credit to Applicant under this Rental Agreement are deemed interest that produces a rate in excess of the maximum non-usurious rate of interest under the law applicable to this Rental Agreement, Hayden Machinery Inc. shall refund to Applicant such portion of said interest that is in excess of the maximum non-usury rate of interest for that particular jurisdiction applicable to Applicant. Applicant agrees to pay attorney's fees and related costs in the event that Hayden Machinery Inc. shall incur either of the same in order to pursue collection of any sums due from Applicant to Hayden Machinery Inc. or to interpret this Rental Agreement, to defend Hayden Machinery Inc. in action or to enforce its rights against any third party. Hayden Machinery Inc., in its sole discretion, may venue the lawsuit in any county where Hayden Machinery Inc. has a location or place of business and Applicant agrees to the same. In addition, Applicant shall be in default with the right of Hayden Machinery Inc. to accelerate the all the obligations of Applicant if Applicant attempts to sell or encumber the Equipment, ceases operating, institutes or has instituted against it proceedings under any bankruptcy or insolvency law, makes an assignment for the benefit of creditors or fails to comply with any other provision of the Rental Agreement, or if any attachment, execution, writ of process is levied against the Equipment or any of Applicant's property, or if for any reason Hayden Machinery Inc. deems itself insecure or the Equipment unsafe, Applicant agrees to deliver the Equipment to Hayden Machinery Inc. on demand, and Hayden Machinery Inc. may enter upon any job, building or place where the Equipment is located and take possession of it without notice to Applicant and this Rental Agreement shall thereupon terminate and be forfeited at the option of Hayden Machinery Inc. In the event of any such action, Applicant agrees to pay all rental due, damages or any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Applicant and all freight, storage, transportation and other charges incurred in such removal and return to Hayden Machinery Inc. at its place of business.
- Applicant shall defend, indemnify and hold Hayden Machinery Inc. harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees which: (1) relate to injury, illness, sickness, disease or the death of any persons (including employees of Applicant), and (2) were caused, or claimed to be caused, in whole or in part by the Equipment rented herein or by the liability or conduct (including active, passive, primary or secondary), of Hayden Machinery Inc., its agents or employees, or any other person for whose acts any of them may be liable. The parties agree that Hayden Machinery Inc. shall only be liable or responsible for actions of willful misconduct.
- Applicant shall not use nor permit anyone else to use any rental Equipment from Hayden Machinery Inc. at any location not previously approved by Hayden Machinery Inc..
- The Equipment rented pursuant to this Agreement are rented 'as is' and without warranty whatsoever. Hayden Machinery, **RENTS ALL EQUIPMENT AND SERVICE PURSUANT TO THIS**

AGREEMENT WITHOUT WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything contained to the contrary, Applicant agrees that Applicant may not offset any payments under this Rental Agreement or the account because of any dispute concerning warranty issues and that the payment on the account is absolutely due and owing without any right of offset or recoupment of any nature

- 12 Hayden Machinery Inc. shall have the right at any time during business hours without notice, to enter Applicant's premises or the site where Hayden Machinery Inc. rental Equipment is located for the purpose of inspecting, repairing, adjusting, or repossessing the Equipment.
- 13 An Environmental Fee of 1% of the rental charge will be incurred for all Equipment that uses oil for lubrication (only California and Arizona non Agricultural use).
- 14 Hayden Machinery Inc. will mail to Applicant at Applicant's address, invoice(s). Applicant agrees to notify Hayden Machinery Inc. in writing of any error in the invoice(s) within 30 days after the date of that invoice(s). If not so noticed, the invoice shall be deemed to be correct and accepted as rendered, thus no credits will be issued after 30 days from invoice date. Time is of the essence of this Rental Agreement.
- 15 If Hayden Machinery Inc. requires Preliminary Notice, Applicant must within 5 calendar days of taking possession of the Equipment, notify Hayden Machinery Inc. of the address of the job and any information needed for Hayden Machinery Inc. to mail a preliminary notice. If Applicant moves the Equipment to a new job address, Applicant must within 5 calendar days notify Hayden Machinery Inc. of the address of the new job and any information needed for Hayden Machinery Inc. to mail a preliminary notice.
- 16 Time is of the essence of this Rental Agreement. Hayden Machinery Inc.'s failure at any time to require strict performance by Applicant of any provisions of this Rental Agreement will not waive or diminish Hayden Machinery Inc.'s right thereafter to demand strict compliance with that or any other provision. Waiver by Hayden Machinery Inc. of any default will not waive any other default, whether concurrent or in the future.
- 17 The Rental Agreement must be signed and shall be returned to Hayden Machinery Inc. may allow it to be returned by facsimile transmission or email. Any such facsimile transmission or email bearing signatures of Applicant shall be considered as valid as if it were an original document. Hayden Machinery Inc. and Applicant have each agreed to conduct business by electronic means.
- 18 Applicant, by signing this form, warrants that all information provided is true, correct, accurate, and complete and acknowledges that he/she has read same, understands its contents and expressly agrees to the terms and conditions as stated hereon. A corporate officer, LLC member officer, each and every partner, or the owner(s) of the company must sign this Rental Agreement and agree to be fully bound by its terms.
- 19 This is the entire agreement between Hayden Machinery Inc. and Applicant regarding the Rental Agreement and no oral changes can be made. No promises, representation or agreement purporting to modify this Rental Agreement and no revocation, partial or otherwise, or change, amendment, addition or alteration shall be valid unless the same be in writing, signed by all parties hereto or by their duly authorized agents. Waiver by Hayden Machinery Inc. of any terms or conditions of this Rental Agreement or waiver of any breach thereof shall not affect the validity or enforceability of the remaining provisions of this Rental Agreement. A determination that any provisions of this Rental Agreement are illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Rental Agreement
- 20 The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Applicant, manufacturers, or other manufacturer dealers. Applicant agrees that Hayden Machinery Inc., without further notice to Applicant have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Applicant's personal information, Applicant hereby consents to the collection, use and disclosure of such personal information, to permit Hayden Machinery Inc., to access and use the Machine Data as set forth herein. Applicant warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Hayden Machinery Inc. to access and use the Machine Data as set forth herein. Applicant shall not use the Data Reporting Systems to track the location of any person unless Applicant has first obtained any necessary approvals from such person to permit Applicant, Hayden Machinery Inc. to track such location. Applicant shall not remove, modify or disable any Data Reporting Systems without Hayden Machinery Inc.'s prior written consent.

Discounted Rental Term Agreement

Hayden Machinery Inc. has offered a discounted rental rate of \$ _____ per billing cycle, based upon your agreement to rent the machine or machines for a period of no less than _____ months. If the rental contract is terminated early for any reason, you will be invoiced and required to pay the difference of the discounted rental rate and the standard rental rate published on our website for the total amount of time the machine or machines were rented.

Insurance Requirements (Notice about Applicant's Financial responsibility and optional loss damage waiver)

Prior to renting the following minimum insurance requirements must be met. Hayden Machinery Inc. must receive a current "Certificate of Insurance" naming Hayden Machinery Inc. as "Additional Insured" for general liability (Mandatory) with limits of liability not less than \$500,000 combined single limit per occurrence (bodily injury including death and property damage) unless greater liability limits are specified, and as "Certificate Holder" or "Loss Payee" for physical damage for the full value of the Equipment. Most customers, for convenience, issue one certificate covering their policy period stating "all sites and operations" instead of obtaining a new certificate for each individual rental. In addition, the Applicant's insurance policy should provide cargo insurance covering the transport of any rented equipment and should meet or exceed the market value of the machine. It is the Applicant's sole responsibility to insure that any transport company they elect to use also has cargo insurance coverage that meets or exceeds the market value of the equipment being hauled. ANY LOSS OR LIABILITY RESULTING FROM AN ACCIDENT DURING TRANSPORT IS THE RESPONSIBILITY OF THE APPLICANT.

Signature Area

Applicant:

(Applicant's Signature)

(Applicant's Printed Name)

(Applicant's Title)

(Date Signed)

AUTOMATIC PAYMENT AUTHORIZATION –REQUIRED ACH



Date:		Customer Number:		Contract Number:	
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This Automatic Payment Authorization - ACH is made pursuant to that certain Promissory Note, Customer Contract, Rental Agreement, or Invoice dated _____ between Hayden Machinery Inc. and Customer(s)/Debtor(s)/Lessee(s) the provisions hereof shall have the same force and effect as though they had been expressly set forth in the documents previously mentioned.

AUTHORIZATION AGREEMENT

Customer(s)/Debtor(s)/Lessee(s) hereby authorize and request Hayden Machinery Inc. to initiate electronic debit entries to the Account in the Financial Institution named below (“Bank”). Customer(s)/Debtor(s)/Lessee(s) authorize and request Bank to honor the debit entries initiated by Hayden Machinery Inc. and debit such charges to the Bank Account listed below. This authority pertains to the contract number listed above and any other future request for ACH that is provided to us by phone, fax, mail, or email and any other amounts due under the terms and conditions of this contract or any future contract. This authority is to remain in force and effect until terminated in writing, or the schedule of contract payments is completed and any other amounts due under the terms and conditions of the contract are paid. Customer(s)/Debtor(s)/Lessee(s) (or either of us) have the right to stop payment of a debit entry by notification to Hayden Machinery Inc. and to Mid Missouri Bank at least 5 days prior to a scheduled payment. In a case a withdrawal is made in error, Customer(s)/Debtor(s)/Lessee(s) have the right to the amount of any erroneous debit immediately credited to the account by the Bank (up to 15 days following issuance of the Bank Account Statement or 45 days after the Account is charged, whichever occurs first).

Customer(s)/Debtor(s)/Lessee(s)	
Bank Name	
Bank Address	
Name on Bank Account	
Account Number	
Routing Number	
Type of Account	
Withdrawal Start Date	
Maximum Payment Amount	
Frequency Requested	Weekly ____ Bi-Weekly ____ Monthly ____

- Please attach a copy of a voided check or a deposit slip
- Keep a copy of this signed authorization agreement for your records.
- Return the completed form to Hayden Machinery Inc.

The parties hereto, by their duly authorized officers have executed this Automatic Payment Authorization as of _____, 2024.

Hayden Machinery Inc.

By: _____

Title: _____ Date: _____

CUSTOMER/DEBTOR/LESSEE:

By: _____

Title: _____ Date: _____

CUSTOMER/CO-DEBTOR/CO-LESSEE:

By: _____

Title: _____ Date: _____



4358 W. Livery Lane, Springfield, MO 65802
D: (417) 831-0000 | F: (417) 831-0222 | E: kimd@MyHayden.com
www.MyHayden.com

PREPAYMENT AGREEMENT

New Customer:

In the event that you choose not to fill out a credit app nor an ACH form for Hayden Machinery you will be required to prepay for all rentals. This will entail a check or wire being received prior to delivery or pick-up of any equipment. All rentals are on a 28-day billing cycle so you will have another payment due every 28 days from the previous due date. You should receive an invoice by mail or email approximately 10 days prior to the due date. This is a prepay account so should you fail to make the payment by the due date, the machine will be picked up at your expense and the full month will still be owed plus any damages.

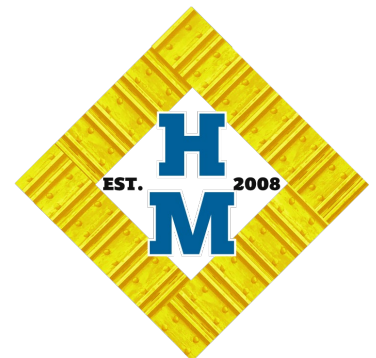
If the machine is returned in acceptable condition prior to a full month of rent being used a refund will be issued in the form of a check to the owner of the account or a credit can be placed on the account for any other services you may need from Hayden Machinery.

Printed Name

Title

Signature

Date





Credit Card Authorization Agreement

Contact Information

Company Name:		
Name on Card:		
Billing Address:		
City:	State:	Zip Code:
Phone #:	Email Address:	

Payment Authorization

Card Type:	Visa	MasterCard	Discover	AMEX
Card Number:				Expiration Date:
Security Code:				

I wish to authorize the purchase of services/merchandise from Hayden Machinery Inc. using this Credit Card Authorization form. I agree that I will pay for this purchase and indemnify and hold Hayden Machinery Inc. harmless against any liability pursuant to this authorization. I understand that my signature on this form will serve as an authorized signature on the credit card charge slip. This authorization is valid for five (5) years or until the authorized card expires, whichever occurs first. By signing this authorization, I agree that Hayden Machinery Inc. will be allowed to run this card at any time for purchases and/or services rendered within 5 year validation on both current invoices and invoices that are not paid timely by other means and/or authorizations, and/or if in the event customer does not provide response from being contacted regarding such purchase and/or service. I also understand and agree that for any charges over \$3,000, a 3% processing fee will be incurred and added to the total amount of the purchase of services/merchandise.

CONFIDENTIAL

Print Name: _____ Signature: _____ Date: _____