



APPLICATION FOR CREDIT
&
MASTER RENTAL AGREEMENT
FOR
BUSINESS

El Paso, Texas

6996 Commerce Avenue, El Paso, TX 79915

(915) 771-7674

www.SYOXSA.com

ALL APPLICATIONS MUST BE LEGIBLE AND COMPLETE

Full Business Name _____

Corporation: Yes No Trade Name (if applicable) _____

Address _____ PO Box _____

City _____ County _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

Accounts Payable Contact _____ Email Address _____

Date Business Started _____ Tax ID Number _____

IF NOT INCORPORATED, PLEASE COMPLETE THE FOLLOWING:

Partnership LLC Sole Proprietorship Other

Owner's Name _____ SS# _____

Street _____ City _____

County _____ State _____

Home Phone (____) _____ Cell Phone (____) _____

COMPANY OFFICERS, PARTNERS, or LARGEST SHAREHOLDERS

Title	Name	Address
_____	_____	_____
_____	_____	_____

BANK REFERENCES: (List by Branch)

TYPE OF ACCOUNT

_____	<input type="radio"/> Checking	<input type="radio"/> Savings	<input type="radio"/> Loan
_____	<input type="radio"/> Checking	<input type="radio"/> Savings	<input type="radio"/> Loan

TRADE REFERENCES (Phone and Fax # must be provided)

Name _____	City/State _____
Telephone (____) _____	Fax (____) _____
Name _____	City/State _____
Telephone (____) _____	Fax (____) _____
Name _____	City/State _____
Telephone (____) _____	Fax (____) _____

FOR OFFICIAL USE ONLY		
SALES TAX CODE _____	SALESMAN/EMP # _____	CUSTOMER TYPE _____
ACCOUNT NO. _____	CREDIT LIMIT _____	DEPOSIT AMT. _____

INITIALS _____

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MASTER RENTAL AGREEMENT

This Master Credit Agreement covers the terms and conditions that apply to all present and future rentals and sales of gas, cylinders, machinery, equipment and inventory. Paragraphs 1 through 12 only apply to customers who rent cylinders and/or equipment. If Customer is renting cylinders and/or equipment hereunder, all paragraphs of this Agreement apply to that Customer. PAYMENT TERMS ARE NET 30 DAYS. In this Agreement, the term "Syoxsa" shall mean Syoxsa, Inc. as the case may be. The term "Customer" shall be construed to include any entity (corporations, limited liability companies, partnerships, etc.) and co-signers as the case may be.

CYLINDER RENTALS

1. **Rental Terms, Renewals.** Customer may select such rental options and renewal privileges as may be available at time of delivery. Any change in published rental terms and renewal privileges will automatically become effective for subsequent renewal periods.

2. **Refills During Rental Period.** Empty cylinders must be immediately returned to Syoxsa for refill or replacement.

WARNING: FEDERAL LAW PROHIBITS THE REFILLING OF CYLINDERS WITHOUT OWNER'S EXPRESS PERMISSION. VIOLATORS ARE SUBJECT TO A FINE OF \$10,000 OR UP TO 10 YEARS IN PRISON, OR BOTH.

3. **Surrender on Termination.** Customer promises to return cylinders at the expiration of the term or upon earlier termination in the same condition as at the beginning of the Rental Term, normal wear and tear from proper use excepted. Lost or damaged cylinders, at Syoxsa's option, shall be replaced or repaired at Customer's expense at then existing list prices charged by Syoxsa.

MACHINERY AND EQUIPMENT RENTALS

4. **Renewals.** Rentals of machinery and equipment are renewable by mutual agreement only.

5. **Maintenance and Repair.** During the Rental Term, the Customer agrees to maintain the rented machinery and equipment in good operating condition and to return it in the same condition as received, normal wear and tear from proper use not related to operating condition excepted. Customer agrees to use only new replacement parts. All repairs shall be at Customer's expense, except for defects covered under manufacturer's warranty.

6. **Surrender on Termination.** If Customer fails to return machinery and equipment in the condition required under Section 5, above, Customer shall pay Syoxsa the cost of repair or replacement. Repair costs shall include new parts at list price, plus labor. Syoxsa shall have the exclusive right to determine what repairs are necessary in order to place the equipment in good operating condition, which determination may be made during the rental term or after its termination.

GENERAL PROVISIONS APPLICABLE TO AIR RENTALS

7. **Rental rates, terms, changes.** Rental rates and terms shall be those published at time of delivery. Rates are subject to change without notice and, as such, renewed rentals will be billed at the prevailing rate then in effect.

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8. **Ownership.** Rented cylinders, machinery and equipment shall at all times remain the sole property of Syoxsa. Customer shall have no right, title or interest therein, except as may be otherwise approved by Syoxsa and agreed to in writing. Customer shall not remove, conceal, obliterate or otherwise interfere with labels, title plates, serial numbers, or any other features of the rental property intended to identify Syoxsa's ownership.

9. **Security Deposit.** Syoxsa reserves the right to require security deposit(s), which shall be returned at the end of the Rental Term, providing that the Customer has fully complied with all of the terms and conditions of this Agreement. Syoxsa reserves the right to require an additional security deposit in the event of a change in either the Customer's financial condition or the hazards to which Customer subjects the rented property. The security deposit is to assure return of the rented property in good operating condition, as herein specified, and shall be applied first to the repair and replacement of damaged or broken rented property.

10. **Location of Rented Property.** The Customer agrees to keep the rented property at the location(s) described on the delivery receipt and/or invoice, and promises that it will not at any time or in any manner suffer the same to go out of its possession, except with the express written consent of Syoxsa.

11. **Termination by Syoxsa.** Syoxsa reserves the right to terminate this Agreement and any rental of property hereunder if it determines, in its discretion, that its interest in the rented property is insecure or in jeopardy with respect to the use or safety of the rental property.

12. **Risk of Loss; Insurance; Indemnity.** The Customer hereby assumes all risk of loss or damage to the rented property from any cause. At the written request of Syoxsa, the Customer shall secure an endorsement on its fixtures and equipment insurance policy to cover rented property and to provide proof of the same to Syoxsa. Customer hereby indemnifies and holds Syoxsa harmless from and against all claims, actions, proceedings, damages, costs and liabilities, including attorney's fees, arising from or connected with Customer's possession, use and return of the rented property.

13. **Warranties.** There are no express or implied warranties, including warranties of merchantability and fitness for a particular purpose, in connection with any rental or sale of cylinders, machinery or equipment by Syoxsa to the Customer.

14. **Compliance with Regulation.** Customer agrees to install, locate and use property sold or rented to Customer in complete and full compliance with all applicable laws, ordinances and regulations of any governmental authority or agency, whether Federal, State, County or Municipal.

15. **No Assignment and No Sub-rental.** This Agreement may not be assigned, nor the rental property be sub-leased without the express written consent of Syoxsa.

16. **Defaults.** The occurrence of either of the following events shall constitute a default:

- (a) Customer's non-payment of any sum required by the delivery receipt and/or invoice for a period of 30 days.
- (b) Customer's noncompliance with any other term, covenant, or condition of this Agreement which is not cured within 30 days after Syoxsa's delivery of notice of default to Customer.

17. **Remedies on Default.** On default, without notice or demand in addition to any other remedies available at law or equity, Syoxsa may take possession of its property. Customer shall be liable for all unpaid charges, including accrued rent due through the end of the Rental Term, the costs of recovery, repair and storage, and its attorney fees. Customer agrees to pay a finance charge of 1.5% per month on overdue balances Customer agrees to pay a minimum fee of \$20.00 if collection proceedings are necessary.

18. **Entire Agreement.** This agreement and the delivery receipts and invoices issued hereunder constitute the entire agreement between the parties. Customer may not impose terms, which are in addition to or in conflict with the terms contained in these documents, unless reduced to writing and expressly approved by Syoxsa.

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19. **Law, Venue, Costs.** If it shall become necessary for Syoxsa to retain the services of an attorney upon a default by Customer, file an action to recover possession of its property, or to obtain a judgment for its damages, the Customer shall pay all costs and expenses incurred by Syoxsa, including (but not limited to) reasonable attorney's fees and lost rental revenue. **THE CUSTOMER HEREBY WAIVES TRIAL BY JURY.** This Agreement shall be governed by the laws of the State of Texas and venue of any action at law or equity shall be within the County of El Paso, State of Texas.

20. **Amendment.** Syoxsa reserves the right to amend this Agreement from time to time on prior written notice to the Customer. Any such amendment shall become effective on the date following delivery of such notice, and with respect to rentals, shall apply to all renewals and subsequent rentals.

21. **Notices.** Any notices to be given hereunder shall be given by mailing same to Syoxsa at 6996 Commerce Avenue, El Paso, TX 79915, and to Customer at the address specified in the credit application.

22. **Representation.** Customer represents that the person signing this Agreement on behalf of Customer has been properly authorized to do so. THE CUSTOMER CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE AND BELIEF THE STATEMENTS HEREIN ARE TRUE AND WERE MADE TO INDUCE SYOXSA TO EXTEND CREDIT TO CUSTOMER. CUSTOMER AUTHORIZES SYOXSA TO OBTAIN ANY ADDITIONAL INFORMATION SYOXSA DEEMS NECESSARY OR REQUIRED TO OBTAIN FROM CUSTOMER'S CREDIT REFERENCES OR OTHER SOURCE. THERE ARE NO LAWSUITS, JUDGMENTS, OR LEGAL CLAIMS (ACTUAL OR THREATENED) AGAINST CUSTOMER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS MASTER CREDIT AGREEMENT AND CREDIT APPLICATION.

Customer Name: _____

By (name and title): _____

X Signature: _____ Date: _____
(Name and Title)

GUARANTY OF PAYMENT AND PERFORMANCE. In consideration of your extending credit accommodations to the Customer, the undersigned hereby guaranties (or if more than one, jointly and severally guaranty) full and complete payment and performance of any and all obligations of Customer to Syoxsa hereunder, and, the undersigned hereby waives all notice of default and consent to any extension of time that may be given by Syoxsa to the Customer. This is a guaranty of payment and performance, and not of collection.

Name: _____

X Guarantor Signature: _____ Date: _____
(Name and Title)

Home Address: _____