



Tom Malloy Corporation, DBA  
**TRENCH SHORING**  
COMMITMENT TO  
SAFETY & SERVICE  
SINCE 1973

RENTAL • SALES • SERVICE

**CORPORATE OFFICE**  
Trench Shoring Company  
206 N. Central Ave.  
Compton, CA 90220  
310-327-0174  
**TrenchShoring.com**

# CREDIT APPLICATION

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

New Applicant Account  Credit Update

Trench Shoring Contact \_\_\_\_\_

TO ENSURE PROMPT PROCESSING OF APPLICATION, PLEASE PRINT LEGIBLY OR TYPE

## I. Applicant information - Full Legal Name and Address of Business

Business Name \_\_\_\_\_ DBA if Applicable \_\_\_\_\_ Contractor License # \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address ( If Different Than Above) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code Business Phone # \_\_\_\_\_ Ext. # \_\_\_\_\_ Area Code Fax # \_\_\_\_\_ Area Code Cell Phone # \_\_\_\_\_

Date Business Started: \_\_\_\_\_ State Where Registered or Incorporated: \_\_\_\_\_ Date Registered or Incorporated: \_\_\_\_\_ Accts. Payable Contact: \_\_\_\_\_ Contact Person/e-mail: \_\_\_\_\_

## II. Type of Business (Please Check One)

Corporation  Partnership  Government  
 Sole Proprietorship  LLC  Other \_\_\_\_\_

## III. Billing Information Preferred:

Job Name and/or Number  Purchase Order  
 Mail Invoice  e-mail Invoice to: \_\_\_\_\_

## IV. Applicant Information - Personal, Officer, Partner, Member or Municipal Contact Information

Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Physical Address \_\_\_\_\_ Area Code Phone # \_\_\_\_\_

Physical Address \_\_\_\_\_ Area Code Phone # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## V. ACH Information (eCheck)

Name on bank account \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account #: \_\_\_\_\_

## VI. Commercial Trade References

Acct. # Vendor/Supplier \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Area Code Phone # \_\_\_\_\_ Area Code Fax # \_\_\_\_\_

Acct. # Vendor/Supplier \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Area Code Phone # \_\_\_\_\_ Area Code Fax # \_\_\_\_\_

Acct. # Vendor/Supplier \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Area Code Phone # \_\_\_\_\_ Area Code Fax # \_\_\_\_\_

## VII. Contract Terms & Conditions

The undersigned agrees to pay their account within the terms of sale upon each invoice. If any amounts due are not paid within said period, purchaser agrees to pay a service charge of 1½% per month (18% per annum) or the maximum amount permitted by applicable state law. In any action to collect delinquent debt to Trench Shoring Company, the undersigned hereby agrees to pay all costs and expenses, including reasonable attorney's fees plus all court and attendant collection costs.

Venue of any action shall be at the sole discretion of Trench Shoring Company. In the event of a dispute as between Trench Shoring Company and the undersigned regarding any terms and conditions of this agreement or resulting from the purchase of any product, said dispute, claim of suit, shall be resolved by binding arbitration.

Trench Shoring Company does not extend credit on a consumer, non-business basis. The undersigned hereby warrants that all purchases made from Trench Shoring Company which credit is extended will be used solely for commercial purposes in the furtherance of a business. The above statements have been carefully read and all representations made are correct.

The undersigned for the purpose of obtaining commercial credit now and hereafter, herewith submit to Trench Shoring Company, for their reliance thereon the following representations which are complete, accurate and truthful. In the event of any substantial change in the following representations, the undersigned promises to immediately notify Trench Shoring Company. It is understood that Trench Shoring Company payment terms expressly provide that payment shall be due thirty (30) days from date of each invoice.

By the signature of the applicant (officer, principal, owner or partner), you hereby authorize Trench Shoring Co. to run a full investigation of your credit history including, but not limited to, obtaining a consumer credit report.

**Authorized signer must be a principal with the company.**

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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**VIII. Personal Guarantee**

For value received and as an inducement to Trench Shoring Co. (hereinafter called "TSC") to supply products or services of any kind upon credit, or to provide financial assistance to:

(NAME)

(ADDRESS)

(hereinafter called "Debtor") the undersigned (and, if more than one, jointly and severally) \_\_\_\_\_, acting in furtherance of its own purposes, hereby absolutely and unconditionally guarantees to TSC the punctual payment of any and all indebtedness, and the prompt performance of any and all obligations of any kind which Debtor may now, or at any time hereafter owe to TSC, whether such indebtedness or obligation arises from or is evidenced by any note, draft, check, or other instrument or is based upon contract or open account or otherwise. The undersigned agrees also to reimburse TSC for reasonable attorney fees and all other costs and expenses which may be incurred by TSC in endeavoring to collect any such indebtedness or obligation or in the enforcement of this guarantee.

This guarantee is unlimited in amount and is a continuing guarantee of each and every debt or obligation incurred by or owing from Debtor to TSC either at the date hereof or at any time hereafter during the term of this guarantee, such revocation to be effective five days after receipt by the Credit Department of TSC or written notice of revocation from the undersigned. Written notice of revocation shall be delivered to Trench Shoring Company 206 N. Central Ave., Compton, CA 90220. Revocation shall, however, on no way terminate or otherwise affect any obligation hereunder of the undersigned existing on or prior to the effective date of such revocation, or arising after such revocation with respect to transactions between TSC and Debtor commenced prior to such effective date even though consummated thereafter, including without limitation, accrued interest, late payment penalties and costs of collection, including reasonable attorney fees.

Any undersigned guarantor who is married expressly represents that spouse, for the purpose described herein, so as to bind their marital community.

Renewal or extensions of time of payment or performance or any other modification, compromise or forbearance of any indebtedness or obligation of Debtor, or any release, addition to or change of security for any such indebtedness or obligation, and any change in the form of indebtedness from open book account to notes or otherwise, by TSC are hereby agreed and consented to by the undersigned.

During the term of this guarantee, TSC shall, from time to time, upon written request delivered to its Credit Department, furnish to the undersigned a complete statement of the amount covered by this guarantee.

The undersigned waives all notices, including, among others, notice of the acceptance of this guarantee, of any debt or obligation heretofore or hereafter incurred or owing by Debtor to TSC, or of default by Debtor with respect to any debt or obligation owing to TSC.

The undersigned agrees that it shall not be necessary for TSC to sue or proceed against Debtor before suit on this guarantee may be brought against the undersigned; provided, however, any judgement obtained by TSC against the Debtor, including all court costs and attorney fees, shall be conclusive evidence of the amount guaranteed in connection with the Debtor's obligations which are the subject of such judgement.

If there is more than one guarantor hereunder or under one or more separate guarantees, each of the guarantors shall continue independently to be bound as guarantors to TSC notwithstanding any compromise, settlement or release entered into with one or more of the other guarantors.

This guarantee is a continuing one, binding upon the undersigned, and upon the heirs, legal representatives, successors or assigns of the undersigned, and shall inure to the benefit of TSC, its successors and assigns.

Dated at \_\_\_\_\_,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

Witnessed by:

Guarantor:

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

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

**IX. Name Change Only**

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

Mailing Address: \_\_\_\_\_

STREET NO. OR P.O. BOX CITY STATE ZIP

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**X. Credit Card Information**

A credit application must be completed, signed and returned prior to your order being processed. A Visa, MasterCard or Discover credit card number for a security deposit may be charged if account becomes past due. Signature on this form authorizes said charge. Trench Shoring Company imposes a surcharge of 3.00% on the transaction amount when paying with a credit card, which is not greater than our cost of acceptance. We do not surcharge debit cards or ACH (eCheck) payments.

Card type:  Visa  MasterCard  Discover

Card number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

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

Please return completed form by email to ar@trenchshoring.com