



CUSTOMER NAME:

ADDRESS INFORMATION	Company Name	
	DBA Name	
	Business Type	
	State Incorporated In	
	Main Phone	
	Fax	
	Email Contact	
	Website	
	Field Contact	Phone
	Billing Address	
	City, State Zip	
	Physical Address	
	City, State Zip	

TAXPAYER INFORMATION	FEDERAL TAX ID NUMBER _____
	Please enclose a valid Form W-9 with executed documents.

OTHER INFORMATION	Are you exempt from Sales Tax, or hold a direct pay certificate for any state? _____	
	If so, please attach a certificate for each state.	
	Preferred way to receive invoices? (Check One) <input type="checkbox"/> Email <input type="checkbox"/> Mail	
	(1) Customer Contact Name	
	Address	Phone
	City, State Zip	
	(2) Customer Contact Name	
	Address	Phone
	City, State Zip	
	(1) Name of Owners	
	Address of Owners	
	City, State Zip	
	(2) Name of Owners	
	Address of Owners	
City, State Zip		
(1) Trade References	Phone	
(2) Trade References	Phone	

The Undersigned does hereby agree that this account will be due in Net 30 days from the date of billing. Items not paid by the due date will be subject to a 1.5% late fee service charge not to exceed 18% annum.	
Company Name	By
Signature	Date

TERMS AND CONDITIONS OF SALE, RENTAL, SERVICE OF EQUIPMENT

The Terms and Conditions herein, constitute the entire contract ("Contract") between the parties and may not be amended except in writing by Wolf Pack Rentals, LLC. authorized representative. Equipment or Services furnished to the party ordering or on whose behalf Equipment and/or services are ordered ("Customer") and received from or furnished, rented or sold by Wolf pack Rentals, LLC. (WPR) will be only on these Terms and Conditions, notwithstanding different or additional terms and conditions contained on any of Customers forms, which are hereby objected to and which will be binding on Wolf Pack Rentals, LLC. The failure of either party to enforce any provision hereof will not constitute waiver or preclude subsequent enforcement thereof. No partial invalidity of this contract will affect the remainder. The Terms and Conditions shall be constructed in accordance with The State of Texas, without giving effect to respective conflicts of laws principles. Payment: Payment should be made in U.S. dollars, paid in accordance with terms listed on front of this contract. Credit: If credit terms are not met in addition to its other legal rights, WPR may defer or cancel further shipments of Equipment or personnel, and charge Customer interest at the maximum rate permitted by applicable law on the unpaid balance. Collection: if customer fails to pay any rental or other sum payable herein when due, or if Customer becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship, or similar proceeding, or if Customer shall default in any other term of this contract, WPR may immediately terminate this contract by notice in writing to Customer and repossess all items of Equipment wherever they may be found, but Customer shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the equipment or collection of all amounts due to law or in equity. Any notice hereunder shall be deemed sufficiently given if, in writing, it is delivered to Customer personally, by facsimile, or sent by mail addressed to customer at the address set forth upon the reverse side of hereof. Taxes: Customer agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and the use of Equipment. Customer agrees to pay said taxes whether said taxes appear as part of the face of this contract or whether said taxes are later claimed by the government authority. In the event of a claim by the government authority for taxes arising out of this transaction, Customer agrees to pay WPR said taxes immediately upon demand. Safety: Customer acknowledges that WPR has no control over the use of this Equipment by Customer, and Customer agrees, at his sole expense, to comply with all municipal, county, state, and federal law, ordinances, and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA), which may affect the Equipment while it is in the possession of and use by the Customer. Customer shall not permit any person who is not legally qualified to use, maintain or operate the Equipment. Freight: for Equipment sold, customer will arrange shipment, and pay all crating, handling, and shipping costs. For equipment rented or sold where Customer does not timely furnish shipping instructions or requests that WPR arrange shipment, such transportation shall be in a commercially reasonable manner at Customer's risk and invoiced to Customer. CONSEQUENTIAL DAMAGES: WOLF PACK RENTALS, LLC. WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO LOSS OF PROFITS, USE OF BUSINESS OPPORTUNITY, DAMAGES FOR FAILURE TO MEET DEADLINES, WELL CONTROL EXPENSES, SUBSURFACE DAMAGE, LOSS OF HOLE, RE-DRILLING EXPENSES, RESERVOIR OR FORMATION DAMAGE, POLLUTION DAMAGE AND/OR WRECK OR DEBRIS REMOVAL EXPENSE. Force Majeure: WPR will not be liable for any damages including special and consequential damages, caused by event of force majeure or any other occurrences beyond WPR's reasonable control in such event the time for performance will be extended automatically for such reasonable time as is necessary to permit performance hereof. DISCLAIMER OF WARRANTIES AND TECHNICAL ASSISTANCE: ANY ASSISTANCE IN EQUIPMENT INSTALLATION OR TECHNICAL ASSISTANCE CONCERNING EQUIPMENT OR SERVICES PROVIDED BY WPR WILL BE ADVISORY ONLY, AT CUSTOMER'S SOLE COST AND ON AN "AS IS" BASIS. NO WARRANTY IS GIVEN WITH RESPECT TO SUCH SERVICES OR INFORMATION AND WPR WILL BE NOT LIABLE FOR ANY CLAIMS ARISING FROM ITS FURNISHING, OR CUSTOMER'S USE OF SUCH ASSISTANCE OR INFORMATION. Customer's Indemnity of Wolf Pack Rentals, LLC: Customer hereby agrees to defend, indemnify, release and hold WPR harmless from and against all claims against WPR of every kind of character whatsoever whether such claims are based on theories of contract law, tort law of otherwise, direct, or indirect, including incidental, special, and consequential damages caused by WPR arising out of delivery, pick up, repair, use, or operation of the Equipment relating to termination of this contract, or on account of bodily injury, or death, or property damage, destruction or economic loss (including, but not limited to release of radioactive materials, NORM contamination or damage to reservoir, substructure property or property rights), or if WPR manufactures or modifies equipment in accordance with Customer's plans or specifications because of lease, rental, purchase, delivery, installation, possession, operation, use, condition of return of Equipment during the term of this contract, whether by WPR, Customer or otherwise, irrespective of whether WPR was concurrently negligent or at fault for any such claims. Amendment of Indemnities to Confirm Law: The indemnities provided herein, such indemnities shall be limited to the extent necessary for compliance with applicable state and federal laws, and to the extent any state or federal laws are at variance with the indemnities provided herein, such indemnities shall be deemed to be amended so as to comply with such state and federal laws.

Damages: Customer hereby agrees to indemnify and hold WPR harmless from and against all claims WPR may sustain or suffer because of the loss of or damage to the Equipment because of any structural defect, such as weld of drill pipe tool joint coming apart from tube, in or out of well hole, collision, fire, lightening, theft, flood, windstorm or explosion, or other casualty while in the custody, possession, or control of the Customer, and the death or injury to or damage to the property of any other person as a result of, in whole or part, the use or condition of the Equipment while in custody, possession, or control of the customer and customer agrees to compensate WPR for the full replacement value of the Equipment due to loss or damage because of the above listed claims, such as structural defects, collision, fire, lightening, theft, flood, windstorm, or explosion, or other casualty while in the custody, possession, or control of the Customer.

Insurance: The parties agree that indemnities provided by Customer shall be supported either by available insurance of voluntary self-insured in whole or part. Customer will, at its expense maintain adequate insurance to fully protect any equipment or personnel supplied hereunder and will supply to WPR upon request satisfactory evidence or sufficient insurance coverage. Acceptance: The Terms and Conditions set forth for any Equipment and/or services ordered by Customer as of the date of delivery, irrespective of whether the Customer's authorized representative signs delivery tickets, are incorporated herein by reference in their entirety. Customer acknowledges and represents that it has reviewed the terms and conditions, and acceptance of Equipment constitutes acceptance of the terms and conditions of this contract. Inspection: Customer's acceptance of delivery is conclusive evidence that Customer found Equipment to be suitable for its needs and in good condition. Customer also has a duty to inspect Equipment prior to use and notify WPR immediately of any defects. Termination: No termination shall relieve Customer of any liability incurred and Customer's obligations shall survive such termination. Upon termination, Customer shall immediately return all equipment to Wolf Pack Rentals, LLC.

RENTAL / SERVICE

In addition to the Terms and Conditions listed above & in consideration for the rental of the equipment (without operator), Wolf Pack Rentals, LLC. (WPR) and the customer agree as follows: Customer promises to use the Equipment in a careful and prudent manner. Customer shall not have the right to assign this lease or to sublet, rent or otherwise hire out or transfer possession of, any of the Equipment to any person, from, partnership, association, or corporation other than WPR, without prior written consent of WPR.

Housing: Customer agrees that Housing Equipment will not be occupied by any person other than Customer or its agents, employees, or invites. Customer shall provide free and clear access for the delivery and return of the housing Equipment by standard mobile transport vehicles. Customer shall provide firm and level ground on no more than a six-inch slope from one end to the other for safe and unobstructed installation of the Equipment. Site selection is the sole responsibility of the Customer and WPR SHALL HAVE NO RESPONSIBILITY FOR ANY INADEQUACY OF ANY SITE OR THE SET UP OF THE EQUIPMENT WHERE THE SITE SELECTED BY LESSEE OR ENVIRONMENT INVOLVES ABNORMAL CONDITIONS.

Freight & Loss / Damages: Customer will return the Equipment to WPR's designated address, at Customer's sole cost and expense, in the same condition and state of repair as delivered to customer, ordinary wear and tear expected. All Equipment will be cleaned and inspected upon return of Equipment at customer's sole cost and expense. Customer also assumes responsibility for any damage to Equipment, which is clearly not the result of ordinary wear and tear. If equipment is stolen, Customer is liable for the cost or replacement of the Equipment and, in addition, WPR's loss of rental from the use of Equipment. Customer is also liable for rental charges up until WPR replaces the Equipment. Customer assumes all risk of loss, destruction, or damage to Equipment from the time it departs WPR's location until it is returned to that same location, or at a nearer point designated by WPR, or until it is declared lost or damaged beyond repair by WPR. No damages or charges of any kind either for labor expenses or otherwise, suffered or incurred by Customer in repairing or replacing defective goods will be allowed. All Equipment not returned for whatever reason or damaged beyond repair, will be paid by for the Customer at the respective manufacturer's current list price, new.

Safety: Customer will immediately discontinue use of the Equipment should it at any time become unsafe or in a state of disrepair. Furthermore, Customer will immediately notify WPR that the Equipment is unsafe or in disrepair and until such time as WPR has regained possession of the Equipment, Customer agrees to take all steps reasonably necessary to protect the equipment and to prevent injuries to any person and all property.

Limited Warranty Disclaimer: Customer agrees that WPR makes no warranties expressed or implied, and all warranties of any kind, including any expressed or implied warranty of merchantability or fitness for purpose, and hereby excluded both as to the Equipment, and as to any maintenance or repair work performed by WPR on the Equipment Customer's sole remedy for any failure of or defect in Equipment shall be in WPR's replacement of the Equipment and adjustment of the rental accordingly, provided WPR's replacement of the Equipment and adjustment of the rental accordingly, provided WPR is notified and the Equipment is returned immediately.

Ownership: Title to the Equipment is and shall remain in WPR, Customer will not permit Equipment to become subject to any lien, charge or encumbrance. If the Equipment is levied upon for any reason whatsoever, or if customer does not pay his rent when due, WPR may take possession of the equipment without notice or legal process and may take all action reasonable and necessary to do so, including entering Customer's premises to retake the Equipment without notice.

Sales: In addition to the Terms and Conditions listed above & in consideration of the sales of any Equipment by WPR to Customer, both parties agree as follows:

Warranty: All sales are "As is. Where is," with no warranty express or implied, unless otherwise stated on the front of this contract. If limited warranty is stated on the front of this contract, WPR liability for breach of this warranty is expressly limited to the repair or replacement of, at its sole option, of any Equipment which proves to be defective during the warranty period. All such equipment shall be repaired or replaced F.O.B. WPR's yard. WPR'S OBLIGATION TO REPAIR OR REPLACE CONSTITUTES AGREED AND LIQUIDATED DAMAGES FOR ANY BREACH OF WPR'S WARRANTY. THIS LIMITED EXPRESS WARRANTY AND THE STATED REMEDIES FOR BREACH THEREOF SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY (OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF LIABILITY FOR WPR'S NEGLIGENCE OR FAULT AND CUSTOMER'S RIGHT AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT (CH. 17 TEXAS BUSINESS AND COMMERCE CODE.)

Additional Costs: Cost of additional labor, materials or outside services for modification for such procedures or specifications requested by Customer will be charged to Customer at WPR's total cost.

Delivery / Disclaimer: WPR will use its best efforts to have Equipment ready for shipment, subject to receipt of all necessary Customer information. However, WPR assumes no liability for damages incurred as a result of its late delivery of Equipment, regardless of cause. Risk of loss will pass to Customer upon delivery of Equipment, F.O.B. WPR's yard. If unable to deliver, WPR may charge Customer its customary storage rates and Customer will maintain all-risk property insurance on Equipment, as its replacement value, WPR will not be liable for deterioration of Equipment resulting from atmospheric conditions, act of God or other events not within WPR's reasonable control.

Security Agreement: Customer grants to WPR a security interest in Equipment listed herein to secure the prompt and unconditional payment of all sums due WPR. The Customer shall be in default under this Security Agreement if any terms and conditions listed herein are not satisfied, including, but limited to, the condition of prompt and unconditional payment of all sums due under this contract, or at anytime occurrence of any such event of default, the Secured Party, WPR, may exercise any and all rights and remedies provided by Statute, as well as other rights and remedies, either at law or in equity, possessed by the Secured Party.

Accepted on this _____ day of _____, 20____ by _____
an authorized representative of _____.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 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 FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

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
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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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.

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Wolf Pack Rentals, LLC
One Time-Credit Card Authorization Form

Credit Card Information				
Card Type (Circle One)				
MasterCard	Visa	Discover	Amex	Other
Cardholder Name (as shown on the card):				
Card Number:				
Card Security Code:				
Expiration Date (mm/yy):				
Cardholder ZIP Code (from credit card billing address):				

I, _____, as an authorized signatory for _____ (“Customer”), authorize Wolf Pack Rentals, LLC (“WPR”), to charge the credit card above for any amounts due and owing to WPR, and to charge the credit card above each month for the equipment rental and services provided by WPR, until such authorization is cancelled by Customer. I understand that such information will be saved to the file for future transactions on Customer’s account.

Customer agrees to release, defend, protect, indemnify and hold harmless WPR and its affiliates and their respective parents, subsidiaries, owners, shareholders, directors, officers, managers, members, employees, agents, consultants, representatives and invitees from and against any and all claims arising out of or relating to, whether directly or indirectly, the performance or subject matter of this authorization form, including the release of any of the information above, except to the extent such Claims are caused by the gross negligence or willful misconduct of WPR. For purposes of this authorization form, “Claims” means any and all claims, losses, expenses, and costs (including reasonable attorney’s fees, costs of investigation and defense, fines, penalties, and interest), damages, liabilities, demands, liens, causes of actions, suits and judgements of any nature, kind or description (including any of the foregoing that might be brought or asserted against WPR by any person), whether created by law, contract, tort, voluntary settlement, or otherwise, and arising out of, related to, or in any way connected with these terms and conditions; and “Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, association, or unincorporated organization or any other entity, together with any governmental instrumentality.

By: _____
 Name: _____

Date: _____
 Title: _____

Wolf Pack Rentals, LLC
Recurring Payment Authorization Form

Customer Information	
Customer/Company Name	
Contact Name	Email Address
Phone Number	

Payment Information

I authorize Wolf Pack Rentals, LLC to automatically bill the card listed below as specified:

Product/Service Description	
Recurring Amount	
Frequency (Circle One)	Once Daily Weekly Bi-Weekly Monthly Quarterly
Start On	End On
_____ Month Day Year	_____ Month Day Year

Credit Card Information	
Card Type:	
MasterCard	Visa Discover Amex Other
Cardholder Name (as shown on the card):	
Card Number:	
Card Security Code:	
Expiration Date (mm/yy):	
Cardholder ZIP Code (from credit card billing address):	

You will be notified via email when the above listed card is charged.

Customer Signature

Date

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)		
Address (Street & number, P.O. Box or Route number)			
City, State, ZIP code			
Texas Sales and Use Tax Permit Number (must contain 11 digits)			
<table style="width:100%; border: none;"> <tr> <td style="border: 1px solid black; width: 100px; height: 20px; text-align: center;"> </td> </tr> </table>			
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico			
<table style="width:100%; border: none;"> <tr> <td style="border: 1px solid black; width: 200px; height: 20px;"></td> <td style="padding-left: 20px;">(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</td> </tr> </table>			(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)
	(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)		

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: **Wolf Pack Rentals, LLC**

Street address: **6510 FM 359 South, Suite 200**

City, State, ZIP code: **Fulshear, Texas 77441**


Description of items to be purchased on the attached order or invoice:
Rental Equipment and Services

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:
Rental Equipment and Services

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.