



APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

Phone: (800) 975-RENT • E-mail: billing@american-rentals.com
You can also apply online: www.american-rentals.com

In order to process your request, this agreement must be signed. Please attach a company profile if available.

Customer Name (Individual or Company)

dba Trade Name

Mailing Address

Phone Number

Fax Number

Physical Address

BUSINESS INFORMATION

Corporation Partnership Proprietorship Length of Time in Business

Previous Business Name D & B #

Have you ever filed bankruptcy Federal Tax ID #

Bond Agent Name and Address

SIGNATORY INFORMATION (Authorized Agent)

Name (Please Print) Title / Relation to Customer

Address

City State Zip

Phone Number Social Security Number

Email Address

BANKING INFORMATION

Bank Name

Contact Name Phone

Address

City State Zip

Checking Account Number Loan Account Number

ACCOUNT INFORMATION

Purchase Order Number Required?

Job #s Required

Interested in online access to Account Information?

Insurance Co.

Insurance Contact Person

Insurance Co. Phone No.

Certificate of Insurance being forwarded Insurance Cert. required prior to rental.

Accounts Payable (A/P) Contact

A/P E-mail Address

A/P Phone Number

A/P Fax Number

Table with 3 columns: TRADE REFERENCES, City & State, Phone Number

Continued on back of form

AMERICAN RENTALS INC. - APPLICATION FOR CREDIT & RENTAL AGREEMENT
Confidential Credit Information

TERMS & AGREEMENT *(Must be signed for account processing and review)*

The undersigned ("Customer") in consideration of American Rentals Inc. or any of its subsidiaries and affiliated entities, successors or assigns (American Rentals Inc.) 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 American Rentals Inc. are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of American Rentals Inc. rental contract, which are on the reverse side of each and every rental contract, found at www.american-rentals.com, upon request, including the release, indemnification and insurance provisions in sections 1 and 18 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sales of equipment and/or provision 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). American Rentals Inc. 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. government agency, and to notify American Rentals Inc. should they become listed in the future. Refer to www.treas.gov/offices/enforcement/ofac/ for information regarding the SDN list and to www.bis.doc.gov for information on other denied parties lists and other U.S. export restrictions.

In making this Agreement upon which American Rentals Inc. will rely to extend commercial credit, I/We agree to American Rentals Inc. 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 the American Rentals, Inc. within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At American Rentals Inc., 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 American Rentals Inc. reserves the right to bring legal action in whatever jurisdiction. American Rentals Inc. deems necessary whose laws, at the option of American Rentals Inc., shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, plus all other reasonable expenses incurred by American Rentals Inc. in exercising any of American Rentals Inc. 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 of 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 American Rentals Inc. 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 American Rentals Inc. 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 the account has been handled, and details of any lending relationship. I/We authorize American Rentals Inc. to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when American Rentals Inc. calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

Print Customer Name: _____ Print Customer Name: _____
Authorized Officer's Signature: _____ Authorized Officer's Signature: _____
Date: _____

INDIVIDUAL PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of American Rentals Inc. 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 American Rentals Inc. 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 American Rentals Inc. 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 American Rentals Inc. reserves the right to bring legal action in whatever jurisdiction American Rentals Inc. deems necessary, whose laws, at the option of American Rentals Inc., shall govern this Agreement, and (b) to pay all costs and expenses of collection, including reasonable attorney's fees, plus all other reasonable expenses incurred by American Rentals Inc. in exercising any of American Rentals Inc. 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 American Rentals Inc. pursuant to this agreement to be held in a separate trust account for payment to American Rentals Inc. The undersigned agrees to act as fiduciary for payment to American Rentals Inc. 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 American Rentals Inc. 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 thereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. American Rentals Inc. shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize American Rentals Inc. to make whatever credit inquires if deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to American Rentals Inc. and/or their respective designees (and any assignee to 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: _____

In order to process your request, this agreement must be signed. Please attach a company credit profile if available