



sunbeltrentals.com

Account No. _____ PC # _____ Rep # _____

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

Completed credit application should be faxed to your credit representative Krysta Kneece.

Phone: 843-414-0322 — Fax: 803-578-6329 — Email: kkneece@sunbeltrentals.com

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

AC 10/10-868

Customer Name (Individual or Company) _____

Physical Address _____

(d/b/a) Trade Name _____

Mailing Address _____

Phone Number _____

Fax Number _____

City, State, Zip _____

BUSINESS INFORMATION

☐ Corporation

☐ LLC

☐ Partnership

☐ Proprietorship

Length of Time in Business _____

(If less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTY information below and sign guaranty on reverse side.)

Previous Business Name _____ D & B# _____

Have you ever filed bankruptcy? _____ Federal Tax ID# _____ State entity formed _____

Bonding Agent Name and Address _____

If Partnership or LLC, list partners/members _____

(Please attach a list if additional space is needed.)

SIGNATORY INFORMATION (Authorized Agent)

Name _____ (Please Print)

Title / Relationship 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 _____

ACCOUNTING INFORMATION

Purchase Order Number Required? ☐

Job #s Required ☐

Tax Exempt? ☐

If checked, attach proper forms.

Interested in online access to Account Information? ☐

Insurance Co. _____

Insurance Contact Person _____

Insurance Co. Phone No. _____

Certificate of Insurance being forwarded ☐

Insurance Certificate required prior to rental.

Accounts Payable (A/P) Contact _____

A/P E-Mail Address _____

A/P Phone Number _____

A/P Fax Number _____

TRADE REFERENCES	City, State	Phone Number

Rental Companies Previously Used? ☐ United ☐ RSC/Prime ☐ Hertz ☐ Other _____

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APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

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

The undersigned ("Customer") in consideration of Sunbelt Rentals, Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Sunbelt") 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 Sunbelt are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Sunbelt's rental contract, which are on the reverse side of each and every rental contract, found at www.sunbeltrentals.com/About/pdf/SunbeltContract.pdf and available in writing, upon request, including the release, indemnification and insurance provisions in sections 8 and 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 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). Sunbelt 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 agrees to notify Sunbelt 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 Sunbelt will rely to extend commercial credit, I/We agree to Sunbelt'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 the Sunbelt within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Sunbelt'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 Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, 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 Sunbelt in exercising any of Sunbelt'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 Sunbelt 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 Sunbelt 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 Sunbelt to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Sunbelt's calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

Print Customer Name: _____

Print Authorized Officer's Name: _____

Authorized Officer's Signature: _____

Print Authorized Officer's Title: _____

Date: _____

INDIVIDUAL PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of Sunbelt 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 Sunbelt 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 Sunbelt 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 Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, 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 Sunbelt in exercising any of Sunbelt'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 Sunbelt pursuant to this agreement to be held in a separate trust account for payment to Sunbelt. The undersigned agrees to act as fiduciary for payment to Sunbelt 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 Sunbelt 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. Sunbelt shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize Sunbelt 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 Sunbelt 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: _____

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

Fax to 803-578-6329 (ATTN: Krysta Kneece) –OR–

Mail: Sunbelt Rentals • PO Box 410968 • Charlotte, NC 28241 • 800-508-4756