

CREDIT AGREEMENT



Indicate one or more companies for which to establish credit

- Heavy Equipment Rentals, LLC
- Heavy Equipment Sales, LLC
- Eagle Rents and Supply, LLC
- All American Rentals, LLC

Requested Credit Amount
\$ _____

Date ____/____/____

1. BUSINESS ACCOUNT APPLICATION AND AGREEMENT

Name of Company		Phone	
Mailing Address		Fax	
Physical Address		DUNS #	
		Own <input type="checkbox"/> Rent <input type="checkbox"/>	
City		State	Zip
INDICATE ONE: <input checked="" type="checkbox"/>	Sole Owner <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Partnership or Limited Liability Company <input type="checkbox"/>
EIN/SSN		Contractor Lic#	A/P Contact
		Corporation <input type="checkbox"/>	

2. PRINCIPAL INFORMATION (If partnership, list "Principal Information" on separate sheet for each Partner.)

Name		SS#	D.L.#
Home Address			Phone
City	State	Zip	How Long?
Have you ever personally filed bankruptcy or have you ever been an officer, director or shareholder of a corporation which has filed bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no			
If yes, When	Name of Entity Filing Bankruptcy?		
Where?	What Chapter of Bankruptcy?		

3. BUSINESS BANK ACCOUNTS

Bank Name		Acct #	
Address			
City	State	Zip	
Person to Contact		Phone	

4. CREDIT REFERENCES **(**Please List Other Rental Companies)**

a) Company Name		Phone	
Address		Fax	
City	State	Zip	
Email			
b) Company Name		Phone	
Address		Fax	
City	State	Zip	
Email			

TERMS AND CONDITIONS. Customer agrees to be bound by the terms and conditions of this agreement and Lessor's Rental Agreement (the "Rental Contract").

A) As Principal of _____ (hereinafter referred to as 'Customer'). We promise and guarantee that all information on this application and agreement is true and complete. Customer agrees to be bound by all the terms and conditions stated herein and the Rental

Contract. The Customer authorizes Rental Company ("LESSOR"), to investigate Customer's credit history either in connection with this application for credit or later in connection with an update, renewal or extension of additional credit under this agreement. The customer further authorizes LESSOR, to furnish information concerning Customer's accounts to consumer reporting agencies and others who in LESSOR's discretion may properly receive such information.

- B) Credit is to be extended at sole discretion of LESSOR, and upon such terms and conditions as LESSOR, in its sole discretion from time to time determines. Credit limitations set on this action shall be for the protection of LESSOR, and shall not be construed to be a limitation on the liability of the Customer's account or any personal guarantee. LESSOR has the discretion to terminate services with or without notice, when Customer's credit limit is reached. LESSOR's failure to enforce any specific right or otherwise indulge the Customer shall not be deemed a waiver of this agreement or any part of this agreement or the Rental Contract.
- C) Application for credit involves an acceptance and agreement of all LESSOR rental policies and procedures outlined in the Rental Contract. Credit is offered in accordance with complete understanding by the applicant of LESSOR policies. Customer agrees to be bound by all of the terms and conditions of the Lessor's Rental Contract (including future revisions following notice to Customer).
- D) Customer agrees to pay all charges within thirty (30) days from date of invoice. Unpaid billings shall incur a service charge of 1 ½% per month (18% per year) or at some other rate as LESSOR, may give notice of unless limited by law to a lower rate on the unpaid balance. LESSOR, may at any time without notice refuse to permit further credit purchases.
- E) The Customer is obligated to pay for all purchases and rentals made in the name of the Customer notwithstanding change in the form of business or sale of the business to a third party unless written notice, as described below, is given first to the Lessor.
- F) Use of machinery may require Customer to comply with various federal, state or local laws, rules, regulations or safety codes, including but not limited to the Occupational Safety and Health Act, ARB, etc.
- G) Customer shall indemnify, defend and hold LESSOR, harmless from any and all claims, losses and costs, including but not limited to those for bodily injury and/or damage to property, which may be occasioned by, associated with or attributed to the Customer or its agents or employees and/or use of the equipment rented.
- H) LESSOR, shall not be liable for any damages including consequential damages which may result from failure of LESSOR equipment to operate in any manner whatsoever.
- I) LESSOR, may without notice cancel the Customer's right to use and/or may reduce company's credit limit at any time. Upon notice, LESSOR, may amend this agreement at any time; subsequent purchases shall be subject to such amendment.
- J) Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule or regulation of any governmental agency, will not affect the validity or enforceability of any other provision of this agreement.
- K) The Customer understands that no officer, employee, agent or assignee of Lessor has authority to waive any provision of this agreement, nor shall an industry custom or practice vary the expressed provisions contained herein.
- L) LESSOR, may send statements and any notices to Customer at the address shown on this agreement. Notice is deemed given upon mailing.
- M) Customer agrees to supplement all information provided herein as the changes occur or Lessor requests.
- N) If the Customer's account is referred for collection, the Customer shall pay all reasonable attorney's fees and costs of collection. The Customer agrees that jurisdiction and venue for any dispute under this contract for transactions shall be in any court in the County of Riverside, State of California, at LESSOR option.
- O) The undersigned is fully authorized to bind Customer to this agreement and Customer agrees to be bound by all the terms and conditions stated herein and by the terms and conditions of the Rental Contract.
- P) All monies received by LESSOR, shall be applied to any outstanding obligation at LESSOR's discretion; unless specifically directed by Customer. If attorney fees and costs have been incurred by LESSOR, in the collection of any obligation, all monies received shall first be applied to those attorney's fees and costs and thereafter to the outstanding obligations.
- Q) It is LESSOR'S policy to file preliminary 20 Day Lien Notices on all lienable or bonded jobs. If a Customer uses the equipment on a project which is lienable or the subject of a public or private payment bond of any type, Customer shall immediately notify and inform LESSOR, of the name and address of the general contractor, owner and/or bonding company and bond number, the address and legal description of the property and the length of time the equipment will be used on said project. If Customer does not inform LESSOR, in writing, of the removal of the equipment from a lienable or bonded job, for all purposes it is conclusively deemed that said equipment remained on the lienable or bonded job until returned to LESSOR.
- R) Unless the CUSTOMER submits to the LESSOR on CUSTOMER's letterhead a list of persons authorized to charge, rent or purchase by registered mail, all CUSTOMER's employees, members and partners will be authorized agents to bind Customer.

Company	
Name (print or type)	
Signature	Date
Title President, Vice President, Secretary, Treasurer, Partner, Owner (Circle one)	

PERSONAL GUARANTEE REQUIRED

The undersigned (Guarantor) acknowledges that credit will not be extended to the Customer without the execution of this personal guarantee. The Guarantor acknowledges that LESSOR, is relying on all representations made herein in extending credit to the Customer. The Guarantor agrees to pay any and all accounts and/or monies which become due pursuant to this agreement and the Rental Agreement. The Guarantor acknowledges that any limitation on the Customer's credit shall not be construed to be a limit on the liability of the Guarantor. The Guarantor further acknowledges and agrees to pay all costs and expenses of collection including reasonable attorney's fees incurred by reason of the default of the Customer or the default of the Guarantor. The Guarantor waives prior demand on the Customer.

This is a continuing guarantee and shall be revocable only as to transactions entered into thirty days after LESSOR's credit department receives a written "Notice of Termination of Guarantee" sent by the Guarantor by registered mail.

The Guarantor's signature below with no spousal signature constitutes a warranty and a representation that the Guarantor is unmarried and an acknowledgement that LESSOR, is relying upon that representation in issuing credit to the Customer.

By	(Personal Guarantor)	dated:	By	(Co Guarantor)	dated:
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