

CREDIT APPLICATION AND AGREEMENT

Account Information: Date _____
Company Name _____ Phone (____) _____
Physical Address _____
Billing Address _____ Fax (____) _____
City _____ Mobile (____) _____
State _____ Zip _____ Pager(____) _____
Type of Business _____ Years in Business _____
Contact-General _____ Phone (____) _____
Contact-Accts. Payable _____ Phone (____) _____
E-mail Address _____

Owner/Corporate Officers

Name _____ Title _____
Name _____ Title _____

Corporation _____ Partnership _____ Proprietorship _____
Federal ID # _____ SSN# _____

Bank _____ Phone (____) _____
Checking Acct# _____ Contact _____

Do you have special requirements? ie: PO#, Job # or name _____
(Please include authorized purchaser list if applicable)

Credit References

Name _____ Account# _____
Address _____ Phone (____) _____

Name _____ Account# _____
Address _____ Phone (____) _____

Name _____ Account# _____
Address _____ Phone (____) _____

Applicant Signature: _____
Signature also required on back of form

TERMS AND AGREEMENT

I/We enter into this agreement for the purpose of leasing equipment.

I/We certify that all information on the Credit Application is complete and accurate. I/We authorize Rite-Way Equipment Co., Inc. to obtain further information regarding my credit history or financial condition and to exchange information with other creditors upon request. I/We agree to pay invoices according to terms stated on the invoice and this Credit Application. It is understood that all delinquent accounts shall bear interest at the rate of 1.5% per month, with an annual percentage rate of 18%.

I/We agree to pay all cost of collection, including, but not limited to, court cost, attorney fees, and any other actual expenses incurred by Rite-Way Equipment Co., Inc. in the collection of the charges due, the repossession of goods, or in the enforcement of the terms of the contract. Title to purchased goods remains with the seller until the invoice is paid in full. In the event of litigation, the parties agree that exclusive jurisdiction and venue shall be in **Louisville, Kentucky-Jefferson County**.

Lessee shall indemnify and defend Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees which:
(1) Relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person (including employees of Lessee) (2) are caused or claimed to be caused in whole or in part by the equipment leased herein or by acts or omissions (including active, passive, primary or secondary) of Lessor, or any of their respective agents or employees, or anyone for whose acts any of them may be liable. The parties agree that Lessor shall only be liable or responsible for its and its employees’ actions of willful misconduct. Lessee shall also indemnify and hold Lessor harmless from all damage to or loss of the leased equipment, other than ordinary wear and tear. Lessee liability, with respect to the following foregoing sentence, shall not exceed Lessor’s list price in connection with the purchase of the leased equipment.

Company Name Applicant: _____

Guarantor Printed Name & Title: _____

Signature: _____

Guarantor Printed Name & Title: _____

Signature: _____

Personal Guaranty

Applicant has applied for credit with Rite-Way Equipment Company, Inc. (“Rite-Way). If the Applicant is a corporation, limited liability company, limited liability partnership, limited partnership, or other limited liability entity, those signing this credit application and personal guaranty (“Guarantor”), whether executing this agreement as an officer or not, will personally guarantee payment for any and all obligations incurred in conjunction with this Credit Application. The Guarantor(s) hereby personally and unconditionally guarantee(s) timely payment by Applicant as required by this agreement. The undersigned Guarantor(s) waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this agreement and to any and all changes in the terms of this agreement. Rite-Way may enforce this guaranty without first resorting to or exhausting other remedies provided by the agreement or the law. Guarantor agrees to pay all reasonable costs and attorneys’ fees incurred by Rite-Way in enforcing this Guaranty

4705 Robards Lane
Louisville, KY 40218

Phone: 502-458-3261
Fax: 502-458-3267

E-Mail: custsvc@ritewayequipment.com

and /or the underlying obligation. Guarantor signs this Guaranty in consideration of Rite-Way's willingness to enter into this agreement with Applicant.

This Guaranty is a continuing and unconditional guaranty and shall inure to the benefit of Rite-Way from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Rite-Way by certified mail. Termination of the Guaranty by the Guarantor shall not effect any of the Guarantor's obligations hereunder with respect to indebtedness incurred up to the termination, including letters and attorney fees which occur in the future or through debts incurred prior to termination date. The termination date of the guaranty is the ____ day of _____, 20___. The maximum amount of liability of the guarantor is _____, which excludes interest, attorneys fees and court costs which are also guaranteed hereunder as additional amounts.

No delay on the part of Rite-Way in exercising any of Rite-Way's options, powers, or rights, or partial or single exercise thereof shall constitute a waiver thereof. All of Rite-Way's rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This Guaranty shall inure to the benefit of Rite-Way and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs, and beneficiaries of the undersigned. The Guarantor(s) agree(s) that in the event legal action becomes necessary, jurisdiction and venue are proper in Jefferson County, Kentucky, and the laws of Kentucky shall control the interpretation of this guaranty.

If the purchaser is a corporation, those signing the application, whether executing this agreement as an officer or individually, will personally guarantee payment for any and all obligation as set forth herein.

Company Name Applicant: _____

Guarantor Printed Name & Title: _____

Signature: _____

Guarantor Printed Name & Title: _____

Signature: _____

*****PLEASE NOTE*****

Due to insurance requirements, Rite-Way Equipment Co., Inc. has instated a Loss and Damage Waiver Program on rental equipment. An additional fee (currently 10.5% of rental fee) will be assessed on all rental invoices. This fee will be waived if you provide us with a current certificate of insurance covering rental equipment. *This rate is subject to change without notice.*

Thank you for your business!