



CREDIT APPLICATION AND AGREEMENT

Account Information: Date: _____
Company Name _____ Phone: () _____
Physical Address _____
Billing Address _____ Fax: () _____
City _____ Mobile: () _____
State _____ Zip _____
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? i.e., PO#, Job # or Name: _____
(Please include authorized purchaser list if applicable)

Trade References

Name _____ Phone: () _____
Address _____ Fax: () _____

Name _____ Phone: () _____
Address _____ Fax: () _____

Name _____ Phone: () _____
Address _____ Fax: () _____

Applicant Signature: _____

TERMS AND AGREEMENT

I/We certify that all information 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.

PERSONAL GUARANTY

If the purchaser is a corporation, those signing the application, whether executing this agreement as an officer or not, 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!