

Southeastern Equipment Corp.

Phone (757) 545-3600 Fax (757) 545-0091

CREDIT APPLICATION

BUSINESS CONTACT INFORMATION

Tax ID:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Date business commenced:

Sole proprietorship:

Partnership:

Corporation:

Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:

City:

State:

ZIP Code:

How long at current address?

Telephone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account

Account number

Savings

Checking

Other

BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

AGREEMENT

1. I have read and understand the terms and conditions of this Credit Agreement and the accompanying Rental Agreement.
2. I understand that my credit card will be periodically charged as rental charges accrue.
3. By submitting this application, I authorize Southeastern Equipment Corp. to make inquiries into the banking and business/trade references that I have supplied.
4. I have attached a copy of my driver's license to this application.

SIGNATURES

Title:
Date:

Title:
Date:

CREDIT APPLICATION

Terms of Agreement For Extension of Credit: The undersigned ("Customer") in consideration of Lessor extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement below (a) all purchases/rentals made by Customer from Southeastern Equipment Corp. ("Lessor") are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Lessor's rental contract, which terms and conditions are on the reverse side of each and every rental contract, including the hold harmless, release and indemnification provision and the insurance provision; (c) such terms and conditions are deemed incorporated into and made a part of this Agreement and each and every rental of equipment and/or provision of labor furnished to Lessee, whether or not Lessee executes each such rental contract; and (d) any terms and conditions appearing in the Customer's acceptance, purchase order or acknowledgement of a rental contract that are inconsistent with or in addition to the terms and conditions of this Agreement (except as such additional terms 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). If a Purchase Order number is required, it is the responsibility of the Customer to supply this number before or at the time of purchase/rental. Additionally, Lessor shall require an individual, personal guaranty.

In making this Agreement upon which Lessor will rely to extend commercial credit, I/We understand and agree to Lessor'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 Lessor within (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Lessor'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 for collection, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree that (a) you reserve the right to bring a legal action in the City of Chesapeake, Virginia, the laws of which shall govern this Agreement, and (b) I/we hereby agree to pay reasonable attorneys fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Lessor in exercising any of the Lessor's rights and remedies upon default. If credit is granted and collection thereof requires the assistance of attorneys, I/We agree that you reserve the right to bring legal action in the City of Chesapeake, Virginia, the laws of which shall govern this agreement. In the event Lessor finds it necessary to turn over my/our accounts to a collection agency or attorney, I/We agree to pay all costs and expenses of collection included but not limited to attorney's fees and expenses.

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 as 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. I/We authorize Lessor to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade references can accept this authorization to disclose to Lessor and/or its respective designees (any assignee or potential assignee thereof), Customer information normally release 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 relationships. I/We authorize Lessor to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Lessor's calls from time to time (a) showing primary, occurrence basis insurance coverage of (i) property insurance against loss by all risks to the equipment rented from Lessor, in an amount at least equal to the MSLP; (ii) general liability coverage of not less than XXXXX per occurrence, including but not limited to, coverage for Customer's contractual liabilities in the rental contract (including the release and indemnification clauses); and (iii) if the rental equipment is to be used on any roadway, automobile liability and physical damage insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), (b) naming Lessor as additional insured and loss payee during any and all rental period; and (c) provide for Southeastern Equipment Corp. To receive at least 30 days prior written notice of any cancellation or material change in such insurance coverage.

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

Print Authorized Officer's Name: _____
Print Authorized Officer's Title: _____

Personal Guaranty: The undersigned guarantor(s) _____, (print Guarantor(s) name(s)) for an in consideration of your extending credit at my/our request to the Customer named above, in which I/we have a financial interest, personally guarantee prompt payment and performance of any obligations of Customer to Lessor named above 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 Lessor 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 for collection, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree that (a) you reserve the right to bring legal action in whatever jurisdiction you deem necessary, whose laws at the option of the Lessor shall govern this Agreement, and (b) I/we shall pay all costs and expenses of collection, including but not limited to contingency or hourly fees charged by such agencies and attorneys and other expenses.

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) 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. Lessor shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). I/We authorize Lessor 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 Lessor 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.

Guarantor's Signature: _____
Print Guarantor's Name: _____
Address: _____
SSN: _____
Witness Signature: _____
Print Witness Name: _____
Date: _____

Guarantor's Signature: _____
Print Guarantor's Name: _____
Address: _____
SSN: _____
Witness Signature: _____
Print Witness Name: _____
Date: _____

Confession of Judgment

The Customer(s)/Lessee(s) and/or Guarantor(s) hereby authorize Southeastern Equipment Corp., A Virginia Corporation ("Lessor"), as his/her/their attorney in fact to appear in the Chesapeake General District Court after any of the terms or provisions of the Credit Application and/or Rental Agreement have been breached by the Customer(s)/Lessee(s) and/or Guarantor(s), and waive the issuing and service of process and confess judgment against the Customer(s)/Lessee(s) and/or Guarantor(s), jointly and severally, in favor of the Lessor for the amount of any unpaid rental fees, principal, accrued interest and costs as provided in the Credit Application and/or Rental Agreement upon Customer(s)/Lessee(s) and/or Guarantor(s) default in any term therein including terms of payment. Any confessed judgment may be without process against Customer(s)/Lessee(s) and/or Guarantor(s) in favor of Lessor for any charges due as a result of the breach or default together with collection costs and costs of the suit, which costs shall include reasonable attorney's fees (see Credit Application for details) and expenses incurred in the suit, and thereupon release all errors and waive all rights to appeal. The foregoing is in addition to any other legal or equitable rights or remedies which the Lessor may have.

IMPORTANT NOTICE

THIS AGREEMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

Southeastern Equipment Corp.

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CREDIT CARD AUTHORIZATION FORM

By providing the credit card information below, I do hereby authorize Southeastern Equipment Corp. to charge my credit card for the initial fee, and other payments or monthly fees (if any) as per the Credit Application and Rental Agreement:

Client Name:

Credit Card Billing Address:

Name on Credit Card:

Credit Card Number:

3 or 4 Digit Security Code on Back: — — — — — — — — — —

Credit Card Expiration Date: _____

Type of Card (please circle one) : VISA Mastercard Discover

Initial amount to be charged: _____

Rate to be periodically charged to credit card thereafter:

Daily _____ Weekly _____ Monthly _____

Authorized Signature: _____

Print Name: _____