COMPANY INFORMATION

COMPANY NAME:___



601-565-1346 www.RentSmartCo.com Info@RentSmartCo.Com

CREDIT APPLICATION AND ACCOUNT AGREEMENT

PHONE:	FAX:	DATE OF FORMATION:			STATE:
EMAIL:					
TYPE: () SOLE PROP () PAR	TNERSHIP () CORP	()LLC ()OTHER:		EIN-TAX ID	:
PHYSICAL ADDRESS:					
BILLING ADDRESS:					
CONTRACTOR LICENSE #		STATE:	DUNI	N & BRADSTREET	`#
MANAGER/PRINCIPAL IN	JFORMATION				
NAME:		DOB:		SSN:	
ADDRESS:					
DRIVER'S LICENSE #					
HOME ADDRESS:(2) NAME:		TITLE:		SSN:	
(2) NAME:		TITLE:		SSN:	
HOME ADDRESS:				TELEPHONE	:
ACCOUNTS PAYABLE REP	P		TELEP	PHONE:	
EMAIL:					
AUTHORIZED BUYERS:					
<u>O'</u> Note: We cannot accept <u>United R</u> .		Γ DEALERS AND REM ertz Equipment Rentals			redit information.
NAME	ADDRE	ESS		PHONE/FAX	
NAME	ADDRI	ADDRESS		PHONE/FAX	
NAME	ADDRI	ADDRESS		PHONE/FAX	



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BANK(S) OR SAVINGS & LOAN ASSOCIATION(S)

(1) NAME:	ADDRESS:	BRANCH:
ACCT TYPE:	ACCT #	BANK OFFICER NAME:
PHONE #	FAX #	
(2) NAME:	ADDRESS:	BRANCH:
ACCT TYPE:	ACCT #	BANK OFFICER NAME:
PHONE #	FAX #	
	LESSEE INFORMATION	
ARE YOU TAX EXEMPT FROM SALE (IF YES PLEASE ATTACH TAX EXEM		YESNO
ARE PURCHASE ORDERS REQUIRE	D?	YESNO
EQUIPMENT COVERAGE.) (IF YES F BY OUR TAX DEPT.) LEGAL/LIEN DISPUTES? NUMBER	PROVIDING GENERAL LIABLITY & RENTED/LEAPLEASE ATTACH CERTIFICATE – MUST BE APPRODUCED AND BEAPPRODUCED AS SELECTION OF THE SE	OVEDYESNO ENDING?
	EQUIPMENT USE AND FUNCTION	
	estions, please provide a specific explanation of the result in termination of your contract, retrieval of the e	
WILL THE EQUIPMENT BE USED W (THIS INCLUDES LAKES, RIVERS, S	TTHIN 100 YARDS OF WATER? TREAMS, PONDS, BOGS, SEAS, OCEANS, & ESTU	ARIES)NO
WILL EQUIPMENT BE USED FOR D	G?YESNO	
WILL EQUIPMENT BE "WATERBOR	YESNO	
WILL EQUIPMENT BE USED AT OR	WITHIN 100 YARDS OF A REFINERY OF ANY TYPE	PE?YESNO
WILL EQUIPMENT BE USED TO CLI HAZARDOUS MATERIALS?	EAR, EXCAVATE, REMOVE, OR STORE	YESNO
WILL EQUIPMENT BE USED ON A F	PROJECT UTILIZING DOUBLE SHIFTS?	YESNO
WILL EQUIPMENT BE USED ON A P	PUBLIC WORKS PROJECT?	YESNO



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TERMS AND CONDITIONS OF OPEN ACCOUNT

- •I understand that by submitting this application, I, the "Holder," if accepted by Rentsmart Equipment Rental Sales and Supply LLC ("RS"), am creating an open account ("Account") with RS. Any and all contracts, orders, proposals, invoices, transfer of goods or other instrument of obligation shall become a part of the Account, and amounts due thereunder shall accrue thereto. This Account and these terms may be referred to in other documents as the Credit Agreement.
- If the credit of the Holder, in the judgment of RS, becomes impaired at any time, RS has the right to require payment in advance before performing further work, delivering materials, or ordering materials, supplies or fixtures, and to demand immediate performance of all the Holder's outstanding obligations imposed upon him by this Account.
- The terms contained herein and which control the parties' relationship may be modified only by written agreement signed by Holder and the credit manager of RS. Holder shall execute and be bound by all Rental Agreements or Orders.
- Holder provided its authorized buyers above, but RS may rely on other agents' apparent authority to make orders. Holder may provide RS with a list of unauthorized buyers, which will become effective five (5) days from receipt.
- The terms herein contained shall be governed by the statutes of the State of Mississippi, including the Uniform Commercial Code as adopted and amended. All items due under the Account, whether verbal or written, shall only be terminated in writing by Holder and RS after payment.
- Holder shall provide a copy of each rental agreement or order to the prime contractor and owner of any project where the leased or purchased goods are to be used prior to the goods being used on the project, by actual delivery with signature or certified mail, and send a proof of service to RS. Holder stipulates that RS's duties of notice are satisfied. In the event that Holder breaches these duties, it agrees to defend, hold harmless and indemnify RS for any action to enforce and/or defend a lien filed by RS. Holder shall pay all attorneys fees and legal costs incurred in the action and RS shall have the right to select its own counsel. Further, Holder agrees to pay stipulated and liquidated damages in the amount of \$10,000.00 to RS to compensate RS for its inability to proceed against the Owner and Prime Contractor on the project.
- Any claims for defects, damages or shortages of an item or performance delivered must be made by the Holder in writing within a period of ten (10) days after delivery of the item or performance. Failure to make such claim within the specified time constitutes an acceptance and admission that the equipment ordered is suitable and without defect. RS's liability for claims of defect, damage, or shortage shall be expressly limited to the reasonable costs of remediation to the equipment, after providing RS with a reasonable opportunity, not to be less than 72 hours, to access and cure the defect. Holder expressly waives all claims against RS for special or consequential damages, or loss of profits, and RS shall not be liable for damages out of its control, including acts of God, legislative change, fire, flood, electrical loss or otherwise without limitation.
- Holder understands that full payments for all items or amounts due are due 30 days from invoice. All payments shall be made by cash or check to RentSmart Equipment, and any returned payments shall be subject to penalties, as well as other penalties provided herein and by law. Interest at the rate of 1.5% per month (18% per annum), or at the maximum rate as may be authorized by Mississippi usury laws during each interval of the unpaid period, will be assessed and due for all outstanding and unpaid amounts.
- RS EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE.
- The Holder bears the risk of loss of or damage to or destruction of all goods from the time of delivery. RS retains title, ownership and right to the goods at all times. Holder shall not have title in any good unless all amounts due for principal, interest and penalty are paid to RS. RS shall maintain a security interest and lien upon all items purchased by Holder until discharged for payment. This Account represents a true and unlimited purchase money security interest ("PMSI") in and to any and all goods sold/leased (as termed in the UCC), which shall have priority against all other creditors, whether perfected by recordation or otherwise. Execution of this agreement shall serve as an authenticated security agreement for purposes of filing a financing statement, which is expressly authorized by Holder. It shall be the Holder's duty to notify all other creditors, which may claim an interest in the items within 5 days of the delivery of such good, in writing with a copy to RS. In addition to all other remedies allowed by law and this Account, until discharge of the PMSI, RS reserves the right to enter premises where such property is located, without legal process, and to remove and retain title to the goods, regardless of the manner of their attachment to the real estate. RS shall not be liable for any damages, direct or consequential, resulting from the recovery of any items purchased under the Account.
- All stock items, not Special Orders, returned to RS will be subject to a twenty-five (25%) percent restocking fee. RS shall be entitled to damages for loss of rents or profits in the event that the returned item is not resold within 60 days or re-let for the remainder of Holder's term. "Special Orders" shall constitute any order of any item not held or owned by RS in its regular course of business, and any order from another vendor on behalf of Holder shall become a Special Order per se. RS shall be entitled to specific performance of all Special Orders, as well as all incidental and consequential damages.
- RS reserves the right of refusal or termination of an order prior to delivery of the goods, in the event that RS reasonable expects failure of payment or additional liability. Holder shall indemnify, hold harmless and defend RS for its enforcement of this provision.
- If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, and collection agency, Holder shall be liable for all attorney's fees or collection agency fees incurred by RS. Any and all disputes relating to this Account or between the parties, shall be governed by Mississippi law, and at RS's sole option, be either (1) submitted to Arbitration in Lincoln County, MS, subject to the provisions of the American Arbitration Association OR (2) submitted to the Civil District Court for

Rentsmart Equipment 1406 Highway 51 North Brookhaven, MS 39601



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the County of Lincoln, State of MS. Holder irrevocably consents to the jurisdiction and venue asserted above, and to be bound by all judgments or awards granted therein. If any provision of this Account or any Order hereunder shall be deemed invalid by any jurisdiction, the Account or Order shall not be invalidated, but instead that the terms shall be reformed and construed as not to contain the improper portions, but only to the extent that the provision is improper, and all other provisions remain.

- RS may sell, assign, or transfer any portion of the Account or Orders without prior notice to Holder. Holder's rights herein are not assignable.
- The terms and conditions expressly govern any debts owed by the Holder to RS or any transactions between the Holder and RS. RS, or any credit bureau or investigative agency employed by the company, is hereby authorized to investigate the references herein listed or statements or other dates obtained from the Holder or from any other persons pertaining to Holder's credit, liabilities or financial responsibility.
- The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); or because all or part of the applicant's income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. All information provided on this form to RS will be kept confidential and secure in order to safeguard your nonpublic personal information as in compliance with the provisions in Title V of the Gramm-Leach-Bliley Act, except as is otherwise necessary for defense of or pursuit of any claims or defenses arising from this Account.
- No action by RS may be considered a waiver of any of its rights hereunder or otherwise provided by agreement or law.
- Any and all terms or conditions of the Account are severable. This Account constitutes the entire agreement and no other representations are relied upon by either party, except as provided on the Credit Application attached and making a part of this Account.
- You will notify us promptly if you change your e-mail, fax or phone numbers or if the guarantor below ceases its relationship with the Holder, in which case Holder shall be required to provide a new guarantor within five (5) days. Guarantor shall be liable for Holder's obligations hereunder.
- Holder has read and understands the foregoing terms and conditions of this application for credit and has signed the same as an indication of intent to enter into an agreement with the RS for the future purchase of goods and services from time to time. Holder also understands that upon acceptance of this application by RS, this document constitutes an agreement between Holder and RS for payment of debts owed to RS in return for the delivery of goods ordered or performance of services requested by Holder.
- ullet BY SIGNING THIS ACCOUNT YOU AUTHORIZE RS TO OBTAIN INFORMATION FROM YOUR CREDIT REFERENCES & BANKS ABOVE.

COMPANY:		SIGN:
DATED:	TITLE:	PRINTED NAME:

Rentsmart Equipment 1406 Highway 51 North Brookhaven, MS 39601



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PERSONAL GUARANTY AGREEMENT

I, (hereinafter "Guarantor"), unconditionally, irrevocably, and personally guarantee all payments owed by (hereinafter

"Customer") to Rentsmart Equipment Rental Sales and Supply LLC. ("RS").

This personal guaranty is given in consideration of the extension of credit to Customer and the opening of Customer's account with RS.

Guarantor hereby binds himself personally with the same force and effect as though Guarantor were the Customer, and Guarantor agrees that his liability for any and all debts to RS shall be joint and in solido with Customer.

The scope of this personal guaranty includes any and all of Customer's obligations to RS arising out of or related to any RS contracts, agreements, orders, or invoices. The scope of this personal guaranty includes all accrued interest, costs, litigation expenses, and attorney fees owed by Customer to RS.

Guarantor agrees that any changes to the terms of Customer's account with RS shall in no way reduce, impair, or modify Guarantor's obligations hereunder, and RS shall not be required to send notice of any such changes to Guarantor. This guaranty shall not be released, modified or affected by RS's failure or delay to enforce any of the rights or remedies that RS may have against Customer or Guarantor.

In the event RS is required to hire an attorney to enforce any portion of this agreement, Guarantor shall be liable for all of RS's reasonable attorney fees, court costs, and litigation expenses that in any way arise out of or relate to this agreement.

Neither revocation of this guaranty nor the death of Guarantor shall affect the obligations of Guarantor arising before such revocation or death. RS is not required to send any notice to Guarantor prior to enforcing any term of this agreement. This is a continuing and independent guaranty, and RS may proceed against Customer and/or against Guarantor, at RS's sole option, to enforce any obligations owed to RS. Guarantor hereby waives notice of acceptance of this guaranty, waives notice of presentment, protest, and dishonor, and waives any right to require RS to proceed against Customer prior to proceeding against Guarantor. Any disputes, claims, and/or controversies arising out of or in any way related to this agreement, including but not limited to the validity of this arbitration clause, shall be submitted to and resolved by binding arbitration in Lincoln County, MS OR shall be resolved in a lawsuit filed in: 1) Lincoln County, MS Civil District Court, or 2) any other Mississippi District Court that is a proper venue pursuant to the Mississippi Code of Civil Procedure. RS shall have the sole discretion whether to institute an arbitration proceeding or file a lawsuit. In the event RS elects to file a lawsuit, Guarantor agrees that Lincoln County, MS, Civil District Court is a proper venue for such suit and that Lincoln County, MS Civil District Court has jurisdiction over his person and all claims arising out of or in any way related to this agreement. In the event RS elects to institute an arbitration proceeding, a Judgment upon any arbitrator's award shall be entered without defense in any appropriate Judicial District Court in the State of Mississippi.

If the event Guarantor makes a payment to RS by check that is returned for non-sufficient funds ("NSF"), Guarantor shall be liable for a service charge of \$25.00 or 5% of the amount of the check, whichever is greater. If Guarantor fails to honor the NSF check within fifteen (15) days of receipt of written demand for payment, Guarantor shall be liable for twice the amount of the NSF check, but in no case less than \$100.00, and shall be liable for all of RS's attorney fees and costs incurred in connection with the NSF check.

Guarantor authorizes RS to investigate his personal credit and financial records and authorizes RS to request and obtain consumer credit reports.

Guarantor certifies that he is executing this agreement after having the opportunity to consult with legal counsel of his own choosing, and that he is executing this agreement after consulting with legal counsel or after making a knowing and voluntary decision to execute this agreement without the advice of legal counsel. Guarantor further certifies that he has read this agreement in its entirety and fully understands all terms and provisions herein.

If any portion of this Personal Guaranty Agreement is for any reason found or held to be illegal, invalid, or unenforceable under present or future laws, such portion shall be fully severable, and such finding and/or holding of illegality, invalidity, and/or unenforceability shall in no way affect the enforceability of the remaining portions of this agreement.

This agreement shall be governed by Mississippi law, without regard to its conflict of law principles. The terms of this agreement may only be modified in a writing that bears the signature of: 1) Guarantor, and 2) an authorized representative of RS. This agreement uses the masculine gender for convenience, but all masculine pronouns herein shall also apply to the feminine, where applicable.

Guarantor Signature	Printed Name	Date	
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JOB INFORMATION NEEDED *ALL 10 QUESTIONS MUST BE COMPLETED AND ANSWERED* PLEASE NOTE THAT IF ANY INFO HAS BEEN OMMITTED (i.e.) addresses and phone numbers) THIS WILL DELAY THE APPLICATION PROCESS.

(1)	Purchase Order# Job #
(2)	Contract Award # (if gov't job)
(3)	Job/Project Name & Address:
(4)	Project Land Owner's Name, Address, & Phone Number:
(5)	Project General Contractor's Name, Address, & Phone Number:
(6)	Project Sub-Contractor's Name, Address, & Phone Number:
(7)	Is job a Private Works or Public Works?
(8)	Is there a bond contract number? YES or NO (Circle one.)
(9)	If yes to #8, Bond number is required:
(10)	Bonding Insurance Company Name, Address, & Phone Number:

Insurance Requirements

PLEASE INDICATE IF YOUR COMPANY WILL ELECT OR WAIVE LDC COVERAGE ______.

LDC COVERAGE IS ONLY PLACED IF RENTED/LEASED EQUIPMENT COVERAGE IS NOT PROVIDED BY CUSTOMER.

- → Policy for General Liability and Rented/Leased Equipment
- → Need to show the **Deductible** for the equipment policy.
- \rightarrow Need to show the <u>Limits</u> for the equipment policy.
- → Rentsmart Equipment needs to be stated as Additional Insured and Loss Payee.
- → **If insurance company requires** our equipment on rent to be listed on certificate, then please specify as we will provide equipment specifications.
- → If possible, Certificate of Insurance needs to be on an Accord form:

Our Address is:

1406 Highway 51 North

Brookhaven, MS 39601

Phone 601.565.1346

If you have questions or need help in gathering this information, please contact our office at numbers listed and speak with Credit Dept.

Thank You for Your Business!

Rentsmart Equipment



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Agent's Contact Name	
Agent's Name	PHONE (A/C, No. Ext): Agent's Phone (A/C, No.): Ager	ıt's Fax
Address	PHONE (A.C., No. Ext): Agent's Phone (A.C., No.): Ager	
	INSURER(S) AFFORDING COVERAGE	NAIC #
City, State, Zip	INSURER A: Name of Insurance Company	
INSURED	INSURER B: Name of Insurance Company	
Customer's Name	INSURER C: Name of Insurance Company	
Address	INSURER D:	
C' C	INSURER E :	
City, State, Zip	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

E)	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	CLAIMS-MADE COCUR Add'I Insd (CG 20 28)						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Fa controls) THE DEXP (Any one person)	\$ \$	\$1,000,000 \$50,000 \$5,000
	Waiver os Subrogation						PERSONAL & ADV INJURY	\$	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			MINIMUM REQUIREMENTS			GENERAL AGGREGATE	\$	\$2,000,000
	POLICY PRO- OTHER:						PRODUCTS - COMP/OP AGG	\$	\$2,000,000
\vdash	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	•	\$1,000,000
	ANY AUTO						BODILY IN (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS			NAININALINA DECLUBENAENTS			BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS			MINIMUM REQUIREMENTS			PROPERTY DAMAGE (Per accident)	\$	
\vdash	X MMBRELLA LIAB X OCCUP							3	
	WMBRELLA LIAB COCCUR			MINIMUM REQUIREMENTS			EACH OCCURRENCE	4	\$1,000,000
	ODAIMO MITOL			Either Box Can Be Marked			AGGREGATE	3	\$1,000,000
\vdash	DED RETENTION \$ WORKERS COMPENSATION						OTH-	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			Excluded question must be			E.L. EACH ACCIDENT	\$	\$100,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1		answered			E.L. DISEASE - EA EMPLOYEE	\$	\$100,000
\perp	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	\$500,000
	Contractors Equipment			In no case can the equipment limit			\$ Per Item		
	Leased/Rented/Borrowed			be less than the replacement value of the items rented.			\$ Per Occurrence		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to the policy conditions, terms, and exclusions, Rentsmart Equipment Rental Sales and Supply LLC is Considered an additional insured on primary and non-contributory basis in respects to General Liability (CG 20 28), Auto liability, and Umbrella with a waiver of subrogation in favor of Rentsmart Equipment Rental Sales and Supply LLC on the General liability, Auto Lability, Workers Compensation, and Umbrella with respects to rented equipment. Rentsmart Equipment Rental Sales and Supply LLC is considered a Loss Payee on rented equipment at FULL REPLACEMENT COST.

CERTIFICATE HOLDER CANCELLATION

Rentsmart Equipment Rental Sales & Supply LLC 1406 Highway 51 North Brookhaven, MS 39601 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENTS SIGNATURE

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ACORD 25 (2014/01)

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