

The Credit Applicant named above ("Applicant"), hereby applies for credit terms with Vacutec LLC, (which individually and collectively shall be referred to as "Creditor") and, in consideration for the extension of credit by Creditor, the Applicant and Guarantor(s) further expressly agree that any and all such extension of credit by Creditor shall be on the following terms and conditions, which terms and conditions Applicant and Guarantor acknowledge(s) and agree(s) are automatically incorporated into any and all subsequent contracts, rental contracts or agreements entered into by and between Creditor and Applicant, whether they be verbal or in writing:

(1) Extension of credit is at sole discretion of Creditor, which may, without cause, terminate this Agreement, suspend the issuance of credit, and/or decline to issue further credit at any time. Creditor shall, in its sole discretion, establish a credit limit for Applicant, which Creditor may at its discretion either increase, decrease or withdraw at any time.

(2) Payment terms are 30 days net from date of invoice unless a shorter period is stated on the invoice. A finance charge of 1.5% per month shall accrue from the due date of the invoice(s) on any and all amounts not paid on time. **Payment to Creditor shall not be contingent upon Applicant receiving payment from its customer or any other source.** All payments are due and payable at Creditor's office identified in the invoice(s) regardless of where the equipment was delivered, picked up or utilized by Applicant or others. In the event Applicant has multiple accounts or sub-accounts with Creditor, Applicant shall designate in writing the account or sub-account to which payment is to be applied. Any payments received by Creditor which do not designate a specific account, sub-account, or invoice number shall be applied first to any unpaid, accrued interest and then to the oldest unpaid invoice to Applicant in chronological order. *In the event that payment is not timely made, Creditor agrees to pay all costs of collection, including attorneys' fees and associated costs, in the event Creditor's account is turned over to an attorney for collection or otherwise for enforcement of the terms of this Agreement.*

(3) Purchase orders issued by Applicant are solely for Applicant's use for the purpose of identifying the equipment/items ordered, and the terms and conditions set forth herein, as well as the rental terms and conditions issued by Creditor to Applicant shall be the sole source(s) of the terms and conditions of all transaction between Creditor and Applicant. Creditor shall not be bound by any terms or conditions contained within any Applicant purchase orders.

(4) Any claim or dispute arising out of or related to this Agreement, or the breach thereof, shall be resolved in Arbitration before the American Arbitration Association in Atlanta, Georgia as hereinafter set forth. This arbitration clause and the arbitration proceedings shall be governed by Federal law, including the Federal Arbitration Act, Title 9, USCA, and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Either party may demand arbitration by filing a written demand with the American Arbitration Association. In such event, any legal or equitable proceeding shall be stayed pending arbitration. The physical location of the arbitration shall be [at a place chosen by Impact Rentals]. A single arbitrator will be selected, and the arbitrator shall be a "true neutral" independent of social or business connections with either party and knowledgeable with construction industry practices. Compensation of the arbitrator shall be divided equally between the parties. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. All costs and expenses of the arbitration, including reasonable attorneys' fees and witness fees, shall be assessed against the non-prevailing party.

(5) Creditor may file Notice to Owner/Preliminary Notice on any job, and Applicant agrees to promptly furnish all information as requested.

(6) Creditor is authorized to investigate Applicant's credit and may make inquiry of Applicant's current and past banks/lending institutions and other creditors, including submitting to them inquiries in the form determined by Creditor.

(7) A facsimile, e-mail or PDF copy of this signed Application shall be deemed an original for all purposes.

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGE(S) THAT THEY HAVE REVIEWED AND UNDERSTOOD THE ENTIRE AGREEMENT AND FURTHER AGREE(S) TO BE FULLY BOUND BY THE TERMS THEREOF, AND FULLY WARRANT(S) THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT AND THAT THEY HAVE FULL LEGAL AUTHORITY TO EXECUTE SAME ON BEHALF OF APPLICANT.

Applicant Signature & Title _____

Applicant Print Name _____

Date _____

PERSONAL GUARANTEE: In consideration of Creditor's extension of credit to Applicant, the undersigned Guarantor(s), jointly and severally, and unconditionally personally guarantee(s) prompt and full payment and performance of all of Applicant's obligations (both past, present and future) on the terms and conditions set forth above or on such terms as may be hereafter established by and between Creditor and Applicant including on any rental agreement(s), and agree(s) to be fully bound by the above terms and conditions as if the undersigned were the Applicant. The undersigned further authorizes Creditor to obtain and evaluate signer's personal credit report as a component of credit evaluation for commercial transactions and lines of credit for the Applicant company and may periodically obtain additional consumer credit reports to re-evaluate the creditworthiness of the Applicant and the signer's financial ability to potentially comply with the personal guarantee if such action becomes necessary.

Any claim or dispute arising from this Guarantee, or the breach thereof, shall be governed by the terms set forth in Section (4), above, as all such terms and conditions are explicitly incorporated herein, including Guarantor's obligation to pay all attorneys' fees, costs, and expenses incurred in its enforcement of this Personal Guarantee. The undersigned waives all notice of acceptance of this guarantee, notice of extension of credit to applicant, extension of credit beyond the credit limit otherwise established by Creditor, presentment, and demand for payment on Applicant, notice of dishonor or default by Applicant. This Guarantee is primary and not secondary, and shall remain in full force and effect unless and until written notice of revocation is actually received by Creditor, which revocation shall apply prospectively only to debts of the Applicant incurred after the receipt of the notice of revocation.

Guarantor Signature _____

Guarantor Printed Name _____

Date _____

DOB: _____ SSN _____

Address: _____