

901 Callendar Blvd. Painesville, OH 44077
Ph: 440.357.0800 Email: aeropsdirector@airequipmentrental.com www.airequipmentrental.com

# APPLICATION FOR CREDIT & RENTAL AGREEMENT

Customer Name (Individual or Company)  Phone Number		(D/B/A) Trade Name			
		Fax Number			
Mailing Address		Physical Address			
	BUSINESS INFORMATION   Corporation	□ Partnership	□ Proprieto	orship	
	Length of Time in Business:	_			
	Previous Business Name:	De	&B No		
	Have you ever filed bankruptcy?	Federal Tax ID# _			<del></del>
	Bonding Agent Name and Address				
SIGNATORY	INFORMATION (Authorized Agent)				
Name (Print)	Title/Relationship to Customer				
Address			City	State	Zip
Phone Number			Social Security Nu	mber	
Email Address					
BANKING IN	FORMATION				
Bank Name					
Contact Name			Phone		
Address		City		State	Zip
Checking Account	nt		· · · · · · · · · · · · · · · · · · ·	Loan Accoun	t Number

## ACCOUNTING INFORMATION and INSURANCE INFORMATION

A/P Contact	A/P Email	A/P Phone	A/P Fax		
Acceptable to Email Invoices: Ye	es No				
Purchase Order Number Required: Yes No Insurance Company:					
Job# Required: Yes No		Insurance Contact Person			
Tax Exempt: Always Per Job N		Insurance Co Phone #			
***IF ALWAYS, ATTACH EXEMPT FORM***		Certificate of Insurance Being Forwarded: Yes No			
TRADE REFERENCES		CITY, STATE	PHONE NUMBER/FAX NUMBER or EMAIL		
Rental Companies Previously Used	? □United Rer	ntals □Herc Rentals □Sunbelt Re	ntal □Other		

#### **APPLICATION FOR CREDIT & RENTAL AGREEMENT**

Confidential Credit Information

# TERMS & AGREEMENT (Must be signed for account processing)

The undersigned ("Customer") in consideration of Air Equipment Rental Corporation or any of its subsidiaries and affiliated entities, successors or assigns ("Air Equipment Rental Corp") extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Air Equipment Rental Corp are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Air Equipment Rental Corp's rental contract, which are on the reverse side of each and every rental contract, found at www.airequipmentrental.com and available in writing, upon request, including the release, indemnification and insurance provisions in Sections 18 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not Customer executes each Rental Contract; and (d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which 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). Air Equipment shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchase and/ or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Air Equipment Rental Corp should they become listed in the future. Refer to www.treas.gov/offices/enforcement/ofac/ for information regarding the SDN list and to www.bis.doc.gov for information on other denied parties lists and other U.S. export restrictions.

In making this Agreement upon which Air Equipment Rental Corp will rely to extend commercial credit, I/We agree to Air Equipment Rental Corp's terms of payment as follows: NET DUE 30 DAYS 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 Air Equipment Rental Corp within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Air Equipment Rental Corp'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, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Air Equipment Rental Corp reserves the right to bring legal action in whatever jurisdiction Air Equipment Rental Corp deems necessary, whose laws, at the option of Air Equipment Rental Corp, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Air Equipment Rental Corp in exercising any of Air Equipment Rental Corp's rights and remedies.

The individual executing this Agreement below warrants that (i) she/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 the Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of the Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. I/We authorize Air Equipment Rental Corp 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 Air Equipment Rental Corp 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. I/We authorize Air Equipment Rental Corp. to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Air Equipment Rental Corp calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

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

## INDIVIDUAL PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of Air Equipment Rental Corp extending credit at my/our request to the Customer named above, in which I/We have a financial interest, jointly, severally and unconditionally personally guarantee payment and performance of any obligations Customer to Air Equipment Rental Corp 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 Air Equipment Rental Corp 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, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Air Equipment Rental Corp reserves the right to bring legal action in whatever jurisdiction Air Equipment Rental Corp deems necessary, whose laws, at the option of Air Equipment Rental Corp, shall govern this Agreement, and (b) to pay all costs and expenses of collections, including reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Air Equipment Rental Corp in exercising any of Air Equipment Rental Corp's rights and remedies.

The Undersigned recognizes the obligation of the Applicant and the undersigned and agrees to hold the portion of all payments received by Application which include payment to Applicant for the rent and/or purchase of equipment and supplies furnished by Air Equipment Rental Corp pursuant to this agreement to be held in a separate trust account for payment to Air Equipment Rental Corp. The undersigned agrees to act as fiduciary for payment to Air Equipment Rental Corp and agrees that Applicant shall not use said payments for any other purpose, in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on a credit account. The undersigned agrees that any failure to hold payments in trust for Air Equipment Rental Corp shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 USC 523(a)(4) and (6). 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) a photo or facsimile copy of this Agreement shall be 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. Air Equipment Rental Corp shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). I/We authorize Air Equipment Rental Corp 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 Air Equipment Rental Corp and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) 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 lendin

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

In order to process your request, this agreement must be signed. Please attach a company credit profile if available.