

ACTION

EQUIPMENT & EVENT RENTALS

Action Equipment Rentals, Inc.

10 So Brown St., Hanford, CA 93230
 Ph (559) 583-6100 & (888) 551-RENT Fax (866) 395-8146

| | | | |
|--|-------------------|---|---|
| Company Name: | | | |
| Address: | | | |
| City: | | State: Zip: | |
| Phone: | | Fax: | |
| Billing Address if Different from above: | | | |
| City: | | State: Zip: | |
| Accounts Payable Contact: | A.P. Phone Number | A.P. Email Address | |
| Business License Number: | | Federal Tax ID Number/SSN | |
| Contractor License: | | State: | |
| Please List 3 Trade References Below | | Sole Proprietor <input type="checkbox"/> | Partnership <input type="checkbox"/> |
| | | Corporation <input type="checkbox"/> | Other <input type="checkbox"/> |
| Company Name: | | # Years in Business | # Years at Location |
| Fax: | | Bank References | |
| Phone Number: | | Name of Bank: | Account #: |
| Company Name: | | Bank Address: | |
| Fax: | | Bank Contact: | Bank Phone: |
| Phone Number: | | All statements herein are true and accurate to the best of our knowledge. We authorize the above company to make any and all inquiries necessary for action on this credit application. We hereby indemnify the above company and it's agents, from any liability resulting from their credit survey. | |
| Company Name: | | | |
| Fax: | | X Authorized Signature: | |
| Phone Number: | | Please Print Name & Title: | Date: |

TERMS OF SALE/RENTAL

The terms of any sale or rental are set forth in the Terms & Conditions on the Contract/Rental Agreement ("Rental Agreement") which is incorporated herein by reference. If Action Equipment Rentals, Inc. needs to hire an attorney to collect any delinquent account or institute litigation for breach of the Rental Agreement, Applicant agrees to pay all costs, expenses and actual attorney's fees, whether or not suit is brought. In the event that suit is brought, the undersigned, on behalf of the Applicant, agrees that it is subject to the jurisdiction of the state and federal courts within California, and that the venue of such suit shall lie in Tulare, Kings, or Fresno County.

ACKNOWLEDGMENT AND CONSENT

I represent that the above information is true and is given to induce Action Equipment Rentals, Inc. to extend credit to Applicant. My company and I consent and authorize Action Equipment Rentals, Inc. to make such credit investigation as Action Equipment Rentals, Inc. sees it, including contacting the above references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to consent and disclose to Action Equipment Rentals, Inc. any and all information concerning the financial and credit history of my company and myself. A copy of this Application may be submitted to third parties to show consent or authorization. I have the authority to sign this application.

Dated this _____ day of _____, 20_____

Signature on behalf of Applicant

Print name:

PERSONAL GUARANTY

The undersigned guarantor(s) jointly and severally guarantee to Action Equipment Rentals, Inc., its successors and assigns, the prompt payment of any and all sums due by Applicant to Action and the satisfaction of obligations which the Applicant may have to Action Equipment Rentals, Inc. under the Rental Agreement or otherwise, together with interest and collection costs including actual attorney's fees. Action Equipment Rentals, Inc., is given full power to alter or renew the obligations, amend the Rental Agreement, give extensions, enter into any work-outs or payment agreements, without in any way diminishing, releasing or discharging guarantors' liability. This liability is continuing, irrevocable and will only be affected by satisfaction in full of all Applicant's obligations to Action Equipment Rentals, Inc. Guarantors waive notice of acceptance as well as demands, presentments, notice of protest and notices of every kind or nature. On any default, Action Equipment Rentals, Inc. may at its option proceed directly and at once without notice against Guarantors to collect and recover the full amount of the liability, or any part of it, without proceeding against Applicant or anyone else. If Action Equipment Rentals, Inc. hires an attorney to enforce this guaranty, Guarantors shall be liable for all costs, expenses and actual attorney's fees. Guarantors waive the right to require Action Equipment Rentals, Inc. to proceed against Applicant or to pursue any other remedy and waive the pleading of any statute of limitations as a defense. Guarantors waive the rights and benefits under California Civil Code §§ 2809, 2810, 2815, 2819, 2839, 2845, 2847 through 2849, 2850, 2899 and 3433. Guarantors waive and agree not to assert any claim as defined in 11 USC §101 that he or she may have now or later against Applicant for any payment or transfer that the undersigned is obligated to make to Action Equipment Rentals, Inc. under this guaranty or under any other agreement with a creditor of Applicant. Guarantors acknowledge that this guaranty is an independent obligation owed to Action Equipment Rentals, Inc. and any payments hereunder are not made for the benefit of Applicant. Until all obligations have been satisfied, guarantors also waive any right of subrogation to any right that Action Equipment Rentals, Inc. now has or may later have against Applicant in connection with the debt and obligations. Guarantors also irrevocably waive and relinquish all claims against Applicant which Guarantor would otherwise have by signing this guaranty including but not limited to all rights of indemnity, contribution or exoneration.

Guarantor

Guarantor

Print name: _____

Print name: _____

Signature: _____

Signature: _____