



BY BUILDERS FOR BUILDERS

www.opifexenterprises.com

Account No. _____ PC # _____ Rep # _____

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

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

AC 3/14i

Customer Name (Individual or Company) _____

(d/b/a) Trade Name _____

Phone Number _____ Fax Number _____

Mailing Address _____ Physical Address _____

BUSINESS INFORMATION

Corporation Partnership Proprietorship

Length of Time in Business _____
(If less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTY information below and sign guaranty on reverse side.)

Previous Business Name _____ D & B# _____

Have you ever filed bankruptcy? _____ Federal Tax ID# _____

Bonding Agent Name and Address _____

SIGNATORY INFORMATION (Authorized Agent)

Name _____ (Please Print) Title / Relationship to Customer _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Social Security Number _____

Email Address _____

BANKING INFORMATION

Bank Name _____

Contact Name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Checking Account Number _____ Loan Account Number _____

ACCOUNTING INFORMATION

Purchase Order Number Required?

Insurance Co. _____

Job #s Required

Insurance Contact Person _____

Tax Exempt?

Insurance Co. Phone No. _____

If checked, attach proper forms.

Interested in online access to Account Information?

Certificate of Insurance being forwarded
Insurance Cert. required prior to rental.

Accounts Payable (A/P) Contact _____ A/P E-Mail Address _____ A/P Phone Number _____ A/P Fax Number _____

TRADE REFERENCES	City, State	Phone Number

Rental Companies Previously Used? United RSC/Prime Hertz Other _____

APPLICATION FOR CREDIT & RENTAL AGREEMENT
Confidential Credit Information

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

The undersigned ("Customer") in consideration of OPIFEX LLC or any of its subsidiaries and affiliated entities, successors or assigns ("OPIFEX") 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 OPIFEX LLC subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of OPIFEX's rental contract, which are on the reverse side of each and every 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). OPIFEX 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 purchased 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 OPIFEX 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 OPIFEX will rely to extend commercial credit, I/We agree to OPIFEX's terms of payment as follows: NET DUE UPON RECEIPT on all accounts and service charges of 2% 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 OPIFEX within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At OPIFEX'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 OPIFEX reserves the right to bring legal action in whatever jurisdiction OPIFEX deems necessary, whose laws, at the option of OPIFEX, 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 OPIFEX in exercising any of OPIFEX's rights and remedies.

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 valid as the original. If any part of this Agreement is held unenforceable, the remainder of this 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 OPIFEX LLC make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to OPIFEX LLC /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 OPIFEX to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when OPIFEX 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: _____

CREDIT APPLICATION AND AGREEMENT

VII. PERSONAL GUARANTY:

In consideration of the extension of credit to _____ (“Applicant”), the undersigned, jointly, severally and unconditionally guarantees and promises to pay all amounts now owing or which may hereinafter become owing by the Applicant to Opifex LLC (“Opifex”). It is understood and agreed that this is a continuing guaranty and Opifex shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waives demand and notice of default and agrees that any extension of time or other forbearance, which may be granted by Opifex shall not affect or alter Opifex's rights under this guaranty.

The undersigned further waives: (a) notice of acceptance of this guaranty; (b) any demand for payment under this guaranty; (c) benefit of all exemptions and homestead laws; (d) all set-offs and counterclaims; and (e) all other notices to which the undersigned might otherwise be entitled. The undersigned for themselves and the Applicant further agrees to pay a service charge to Opifex at the maximum rate allowed by the laws of the jurisdiction where the originating Opifex location(s) stated on the invoice(s) is located on all delinquent balance(s) as well as all costs and expenses Opifex incurs in connection with the collection of any delinquent balance or any other default by the Applicant on any agreement or transaction the Applicant may enter into with Opifex, including without limitation reasonable attorney's fees and all other fees arising from collection. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Applicant or other person or to require that resort be had to any security. The undersigned's obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger or consolidation transfer or sale of the Applicant or any other change in the composition, nature, personnel, or location of the Applicant. This guaranty shall inure to the benefit of Opifex, its successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers, and other successors of the undersigned. If any provision or part of this guaranty is in conflict with any applicable statute or rule of law, such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision. The undersigned hereby consent(s) to Opifex's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or grantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Opifex to obtain and utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as (an) individual(s) hereby consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC § 1681 et seq.

The undersigned's obligations hereunder may be canceled only by written notice delivered to Opifex by certified mail, with proof of delivery. Upon receipt by Opifex of such cancellation notice, the undersigned shall not be liable for any further extensions of credit to the Applicant; however, the undersigned shall continue to be liable for all indebtedness of Applicant incurred prior to the date of Opifex's receipt of the cancellation notice, together with all pre- and post- cancellation service charges, reasonable costs of collection, including attorney's fees, incurred in Opifex's efforts to collect any indebtedness incurred prior to the date of receipt of the cancellation notice. The undersigned agrees that any and all claims of the undersigned against the Applicant shall be subordinate and subject in right of payment to the prior payment in full of all indebtedness to Opifex by Applicant.

In consideration of Opifex's extension of credit to Applicant, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this guaranty, to the extent allowed by the laws of the State of Delaware. The undersigned further consents to jurisdiction and venue for any such action in Kent County, State of Delaware. The undersigned recognizes the obligation both of the Applicant and the undersigned to cause that portion of all payments received by Applicant which include payment to Applicant for the equipment and supplies furnished by Opifex pursuant to this agreement to be held in a separate account in trust for payment to Opifex. The undersigned agrees that the Applicant shall not use said payments for any other purpose until payment in full has been made to Opifex. The undersigned agrees to act as a fiduciary for payment to Opifex in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on credit. The undersigned agrees that any failure to hold payments in trust for Opifex shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 U.S.C. §523(a)(4) and (6). The undersigned agrees to be bound, by the Online Rental Agreement Terms and Conditions [https://1ddaf78d-e065-47fb-b6aa-7de21a501b45.filesusr.com/ugd/6bc5f2_1b966ff250c14b4590fe7c30cf1977c7.pdf], as amended from time to time (collectively the "Rental Agreement"). Such terms and conditions include, but are not limited to, indemnification and limitation of liability provisions that may affect the undersign's liability. The undersigned acknowledges that the Rental Agreement terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs.

The terms and conditions of the Rental Agreement are incorporated herein by reference and constitute a part of this Credit Agreement and guaranty, regardless of whether the Rental Agreement is executed by an authorized representative of Applicant or the undersigned. A copy of the current terms and conditions of the Rental Agreement is available upon request.

_____ Individual Signature	_____ Date Signed	_____ Print Name of Individual		
_____ Social Security Number	_____ Home Address	_____ City	_____ State	_____ ZIP
_____ Witness Signature	_____ Date	_____ Print Name of Witness		

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any guarantor, ever been a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? Yes No

Has any of Applicant's owners, partners, officers, directors, or managing members ever been an owner, partner, officer, director, or managing member of any business enterprise which was a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? Yes No

VIII. Tax Requirements: (Tax Fees Will Be Charged If You Fail To Provide A Valid Certificate)

All purchases are "TAXABLE" Tax Exempt: Yes No (If yes we need a valid Tax Exempt certificate)

IX. Insurance Options:

Property Insurance must be provided to show proof of coverage for rented or leased equipment with a limit high enough to cover all equipment rented from Opifex at any point in time, in order to avoid being charged optional Rental Protection Plan (RPP) on each rental contract.

XII. Bonding Company (Attach Copy of Payment Bond):

_____ Name	_____ Address	_____ City	_____ State	_____ Phone
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XIII. Additional Contact Information:

_____ Project Manager	_____ Cell Phone	_____ Job Name
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