

CREDIT AGREEMENT



Porter Group USA

Operating as:

Porter Rents, LLC

Porter Equipment, LLC

13013 Temescal Canyon Road, Corona, CA 92883
(951)674-9999 (O) (951)674-4844 (F)

Requested Credit Amount

\$

Date ____ / ____ / ____

1. BUSINESS ACCOUNT APPLICATION AND AGREEMENT

Name of Company		Phone	
Mailing Address		Fax	
Physical Address		DUNS #	Own <input type="checkbox"/> Rent <input type="checkbox"/>
City		State	Zip
INDICATE ONE: <input checked="" type="checkbox"/>	Sole Owner <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Partnership or Limited Liability Company <input type="checkbox"/>
EIN/SSN	Contractor Lic#	A/P Contact	

2. PRINCIPAL INFORMATION (If partnership, list "Principal Information" on separate sheet for each Partner.)

Name		SS#	D.L.#
Home Address			Phone
City	State	Zip	How Long?
Have you ever personally filed bankruptcy or have you ever been an officer, director or shareholder of a corporation which has filed bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no			
If yes, When	Name of Entity Filing Bankruptcy?		
Where?	What Chapter of Bankruptcy?		

3. BUSINESS BANK ACCOUNTS

Bank Name		Acct #	
Address			
City	State	Zip	
Person to Contact		Phone	

4. CREDIT REFERENCES *(**Please List Other Rental Companies)*

a) Company Name	Phone		
Address	Fax		
City	State	Zip	
Email			
b) Company Name	Phone		
Address	Fax		
City	State	Zip	
Email			

TERMS AND CONDITIONS. Customer agrees to be bound by the terms and conditions of this agreement and Lessor's Rental Agreement (the "Rental Contract").

A) As Principal of _____ (hereinafter referred to as 'Customer'). We promise and guarantee that all information on this application and agreement is true and complete. Customer agrees to be bound by all the terms and conditions stated herein and the Rental

Contract. The Customer authorizes Rental Company ("LESSOR"), to investigate Customer's credit history either in connection with this application for credit or later in connection with an update, renewal or extension of additional credit under this agreement. The customer further authorizes LESSOR, to furnish information concerning Customer's accounts to consumer reporting agencies and others who in LESSOR's discretion may properly receive such information.

- B) Credit is to be extended at sole discretion of LESSOR, and upon such terms and conditions as LESSOR, in its sole discretion from time to time determines. Credit limitations set on this action shall be for the protection of LESSOR, and shall not be construed to be a limitation on the liability of the Customer's account or any personal guarantee. LESSOR has the discretion to terminate services with or without notice, when Customer's credit limit is reached. LESSOR's failure to enforce any specific right or otherwise indulge the Customer shall not be deemed a waiver of this agreement or any part of this agreement or the Rental Contract.
- C) Application for credit involves an acceptance and agreement of all LESSOR rental policies and procedures outlined in the Rental Contract. Credit is offered in accordance with complete understanding by the applicant of LESSOR policies. Customer agrees to be bound by all of the terms and conditions of the Lessor's Rental Contract (including future revisions following notice to Customer).
- D) Customer agrees to pay all charges within thirty (30) days from date of invoice. Unpaid billings shall incur a service charge of 1 ½% per month (18% per year) or at some other rate as LESSOR, may give notice of unless limited by law to a lower rate on the unpaid balance. LESSOR, may at any time without notice refuse to permit further credit purchases.
- E) The Customer is obligated to pay for all purchases and rentals made in the name of the Customer notwithstanding change in the form of business or sale of the business to a third party unless written notice, as described below, is given first to the Lessor.
- F) Use of machinery may require Customer to comply with various federal, state or local laws, rules, regulations or safety codes, including but not limited to the Occupational Safety and Health Act, ARB, etc.
- G) Customer shall indemnify, defend and hold LESSOR, harmless from any and all claims, losses and costs, including but not limited to those for bodily injury and/or damage to property, which may be occasioned by, associated with or attributed to the Customer or its agents or employees and/or use of the equipment rented.
- H) LESSOR, shall not be liable for any damages including consequential damages which may result from failure of LESSOR equipment to operate in any manner whatsoever.
- I) LESSOR, may without notice cancel the Customer's right to use and/or may reduce company's credit limit at any time. Upon notice, LESSOR, may amend this agreement at any time; subsequent purchases shall be subject to such amendment.
- J) Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule or regulation of any governmental agency, will not affect the validity or enforceability of any other provision of this agreement.
- K) The Customer understands that no officer, employee, agent or assignee of Lessor has authority to waive any provision of this agreement, nor shall an industry custom or practice vary the expressed provisions contained herein.
- L) LESSOR, may send statements and any notices to Customer at the address shown on this agreement. Notice is deemed given upon mailing.
- M) Customer agrees to supplement all information provided herein as the changes occur or Lessor requests.
- N) If the Customer's account is referred for collection, the Customer shall pay all reasonable attorney's fees and costs of collection. The Customer agrees that jurisdiction and venue for any dispute under this contract for transactions shall be in any court in the County of Riverside, State of California, at LESSOR option.
- O) The undersigned is fully authorized to bind Customer to this agreement and Customer agrees to be bound by all the terms and conditions stated herein and by the terms and conditions of the Rental Contract.
- P) All monies received by LESSOR, shall be applied to any outstanding obligation at LESSOR's discretion; unless specifically directed by Customer. If attorney fees and costs have been incurred by LESSOR, in the collection of any obligation, all monies received shall first be applied to those attorney's fees and costs and thereafter to the outstanding obligations.
- Q) It is LESSOR'S policy to file preliminary 20 Day Lien Notices on all lienable or bonded jobs. If a Customer uses the equipment on a project which is lienable or the subject of a public or private payment bond of any type, Customer shall immediately notify and inform LESSOR, of the name and address of the general contractor, owner and/or bonding company and bond number, the address and legal description of the property and the length of time the equipment will be used on said project. If Customer does not inform LESSOR, in writing, of the removal of the equipment from a lienable or bonded job, for all purposes it is conclusively deemed that said equipment remained on the lienable or bonded job until returned to LESSOR.
- R) Unless the CUSTOMER submits to the LESSOR on CUSTOMER's letterhead a list of persons authorized to charge, rent or purchase by registered mail, all CUSTOMER's employees, members and partners will be authorized agents to bind Customer.

Company	
Name (print or type)	
Signature	Date
Title President, Vice President, Secretary, Treasurer, Partner, Owner (Circle one)	

PERSONAL GUARANTEE REQUIRED

The undersigned (Guarantor) acknowledges that credit will not be extended to the Customer without the execution of this personal guarantee. The Guarantor acknowledges that LESSOR, is relying on all representations made herein in extending credit to the Customer. The Guarantor agrees to pay any and all accounts and/or monies which become due pursuant to this agreement and the Rental Agreement. The Guarantor acknowledges that any limitation on the Customer's credit shall not be construed to be a limit on the liability of the Guarantor. The Guarantor further acknowledges and agrees to pay all costs and expenses of collection including reasonable attorney's fees incurred by reason of the default of the Customer or the default of the Guarantor. The Guarantor waives prior demand on the Customer.

This is a continuing guarantee and shall be revocable only as to transactions entered into thirty days after LESSOR's credit department receives a written "Notice of Termination of Guarantee" sent by the Guarantor by registered mail. The Guarantor's signature below with no spousal signature constitutes a warranty and a representation that the Guarantor is unmarried and an acknowledgement that LESSOR, is relying upon that representation in issuing credit to the Customer.

By _____ (Personal Guarantor)	dated:	By _____ (Co Guarantor)	dated:
-------------------------------	--------	-------------------------	--------



Porter Rents, LLC

Date ____/____/____

Customer Name: _____

EQUIPMENT PROTECTION PLAN "EPP" for Rentals and/or Leases

Lessor requires, as a condition of rental or lease of equipment, that all Customers provide us with satisfactory protection against physical damage to or loss of equipment rented from us. Proof of protection may be provided to Lessor by having your insurance company issue us a certificate of insurance showing coverage with sufficient limits (in our sole determination) to cover your equipment rental needs. Minimum coverage required is \$500,000 per occurrence on Rented or Leased Equipment. Alternatively, our Customers may provide the necessary damage protection by purchasing a "EPP" plan for a fee of 14% of the gross rental amount, which offers you the advantage of paying for the protection only on each individual rental. **EPP is not insurance.** By customer accepting the EPP and with immediate notification in the event of an accident and the prompt submission of applicable police reports, Lessor and Customer agree that Lessor will waive certain claims (eg. Fire, flood, wind and earthquake) against Customer for direct physical damage to the equipment while in use by the Customer. Notwithstanding the foregoing the following conditions are not covered under the EPP:

- a. Any item of equipment or part thereof which is not returned for whatever reason, including theft;
- b. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment;
- c. Damage to motors or other electrical appliances or devices caused by artificial current;
- d. Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment;
- e. Damage as a result of vandalism or malicious mischief or intentional abuse;
- f. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;
- g. All damage resulting from overturning;
- h. All damage resulting from use of the equipment in violation of any provision of this rental agreement, violation of any law, ordinance or regulation.

IN THE EVENT THAT YOU CHOOSE TO SECURE YOUR OWN PROTECTION THROUGH YOUR INSURANCE COMPANY, Lessor requires that a certificate of insurance be given to us providing all risk coverage to the full replacement value for equipment rented from others naming Lessor as Additional Insured and Loss Payee with respect to Equipment Rented from Lessor. You will be charged for EPP until the actual certificate is received by Lessor. In the event Lessor does not receive a certificate of insurance and you are not paying our EPP, please be advised that you are fully liable and responsible for any and all loss or damage to Lessor's equipment while rented or leased to you. We reserve the right to change the percentage fee or amount of deductible at any time.

Please **initial** the appropriate box:

I agree to accept this Equipment Protection Plan on all future contracts, through LESSOR.

I certify that I have insurance to cover rental equipment and I will promptly forward a certificate of insurance to you. I understand that I am responsible for any loss or damage resulting to Lessor's equipment while rented or leased by me. I also understand that any losses to the equipment are based on actual replacement cost of the equipment at the time of the loss and that I am also responsible for any difference between the replacement cost and the amount that my insurance company offers to pay Lessor. I agree to pay to Lessor under their normal terms regardless of the settlement time by my insurance company.

INSURANCE COMPANY NAME	
AGENT	PHONE
ADDRESS	
POLICY NO.	EXPIRATION DATE