

D&D EQUIPMENT RENTAL, LLC

OPEN ACCOUNT CREDIT TERMS

1. This is an application to open an account to rent equipment both bare and operated from time to time on the general terms and conditions attached. Each project for which equipment is supplied shall be assigned a D&D Equipment Rental, LLC (herein referred to as "D&D") job number and you will be invoiced by that number.
2. Each invoice is due and payable upon receipt, except as otherwise shown on the face of the invoice.
3. Invoices will be issued for rental charges weekly (unless job is complete before this period).
4. Any account with a delinquent balance may be placed on a cash basis at any time, and the equipment picked up without notice, at the discretion of D&D Equipment Rental, LLC.
5. D&D files preliminary lien notices as provided under applicable State Lien Laws where equipment is used. This is a company policy and is not a reflection on your credit standing.
6. D&D adds to each delinquent account, a monthly service charge up to the maximum permitted by law in the State where the contract is signed. It is agreed that D&D's actual damages caused by such a breach are difficult and impractical to determine and include administrative costs for accounting and collecting past due accounts.
7. In the event your account is turned over to an attorney or other agency for collection, or suit is brought on the same, or the same is collected through any judicial proceeding whatsoever, applicant shall pay all reasonable attorney fees and court costs incurred by D&D.
8. Venue shall be the County and State of D&D Rental yard location.
9. The attached Terms and Conditions for Bare and Operated rental agreements are a part of this application and require the signature of the Owner or authorized Officer of applicant. Please sign each form where indicated and return the forms with this application.
10. RIGHT TO REQUEST CHANGE OF OPERATOR: Lessee may, at any time during the term of the lease of equipment, request Lessor to supply a different operator. Lessee's right to control the operator is exclusive, and Lessor shall not give the operator any instructions regarding use of the equipment (other than routine maintenance and safety provisions). Lessee is deemed to be in exclusive control of the job site, and Lessee shall be solely responsible to know job conditions, including the existence of underground hazards, pipelines, electrical lines and concealed obstructions.

THE UNDERSIGNED, warrants that all information on this Credit Application is true and correct, has read and hereby accepts and shall be bound by ALL of the open account credit terms and conditions as set forth in each rental contract. D&D is hereby authorized to receive credit reports and/or information from any/or all references listed herein.

Date _____

Signature _____

Print Name _____

Title _____

PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to D&D when due, all obligations and liabilities of customer named herein, including all amounts now owing and arising in the future.

This guarantee shall continue in full force until notice in writing, sent by registered or certified mail, return receipt requested, is received by D&D. This notice shall specify the date of termination, not less than seven (7) days after the notice is received by D&D and shall not affect any charges for transactions with the customer that were entered into prior to the termination date.

Date _____

By _____

Witness _____

By _____