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CREDIT DEPARTMENT
 1401 Mineral Ave
 Las Vegas, NV 89106-4342

CREDIT APPLICATION/APPLICANT AGREEMENT

This Credit Application/Applicant Agreement (the "Application") is between Ahern Rentals, Inc., its affiliates and subsidiaries (collectively "ARI"), and the applicant named on page one hereof ("Applicant"). The Applicant is applying for credit to ARI for the purpose of obtaining rentals, products and/or services from ARI. ARI and its subsidiaries and affiliates are separate, but associated companies. Applicant understands and expressly agrees that the information provided to ARI in this Application is being provided for the purpose of obtaining credit and other terms as herein contained. Applicant further understands that ARI is relying upon the accuracy of this information. Applicant, therefore, represents and warrants that the information provided is true and complete. Applicant further understands and agrees that Applicant has an on-going affirmative duty to notify ARI immediately of any material change in Applicant's financial status and of any change in the information provided herein. Where the word "Applicant" is used herein, it includes the undersigned.

THIS APPLICATION MUST BE COMPLETED AND SIGNED IN ITS ENTIRETY. THIS APPLICATION MAY BE TRANSMITTED BY FAX OR OTHER ELECTRONIC MEANS (E.G., PDF), AND ALL SUCH SIGNATURES SHALL BE FULLY BINDING AS IF THEY WERE ORIGINAL SIGNATURES. BOTH SIDES OF THIS APPLICATION MUST BE TRANSMITTED.

		()	()
Applicant Name (Company Legal Name)		Telephone	Fax
Physical Address	City	State	Zip
Billing Address	City	State	Zip
Description of Business	Contact:		E-Mail Address
Annual Sales	In Business Since	Number of Employees	
BUSINESS STRUCTURE	Corporation <input type="checkbox"/>	Limited Liability Company <input type="checkbox"/>	Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>
	If a division or subsidiary, name of Parent Corp: _____		
	If incorporated, date of incorporation: _____ and state of corporation: _____		

LICENSING INFORMATION	Contractors License No.	State	Federal Tax No.
	Bond Co.	Bond No.:	SIC Code: D&B No: D&B Rating:

COMPANY PRINCIPAL(S)	Name	Title	% of Ownership	Birthdate	SSN
	Home Address	City	State	Zip	
	Name	Title	% of Ownership	Birthdate	SSN
	Home Address	City	State	Zip	

HAS THE FIRM OR ANY OF ITS PRINCIPALS EVER FILED BANKRUPTCY? YES NO DATE: _____

THIS APPLICATION COVERS ALL CURRENT AND FUTURE PURCHASES, RENTALS AND SERVICES. BY SIGNING BELOW OR ACCEPTING ANY MATERIALS, VEHICLES, SERVICES AND/OR EQUIPMENT, EVEN IF THIS APPLICATION OR CONTRACT IS NOT SIGNED, APPLICANT AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, RENTAL OUT CONTRACT(S), EQUIPMENT SALE INVOICE(S)/ORDER(S), AND/OR WORK ORDER(S)/SERVICE ESTIMATE(S).

AUTHORITY TO CONFIRM INFORMATION AND OBTAIN CREDIT REPORTS

Applicant hereby expressly authorizes ARI to contact any parties listed herein and to verify any information contained in this Application. If any of the information provided herein is believed by ARI to be untrue, Applicant hereby agrees that all of Applicant's obligations to ARI, or held by ARI, shall become immediately due and payable in full to ARI without any notice or demand whatsoever from ARI being required. The Applicant hereby waives any privacy of credit information rights or regulations. The Applicant hereby authorizes ARI to make whatever credit inquires ARI deems necessary in connection with this Application. The Applicant hereby expressly consents to allow ARI to obtain consumer report or reports, as defined in the Fair Credit Reporting Act, on the Applicant as deemed necessary by ARI, and hereby expressly instructs any consumer reporting agency to provide ARI with a consumer report(s) on the Applicant. The Applicant hereby acknowledges that ARI has a legitimate business need for the consumer report(s) as provided for in the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. ARI intends to use this information to, among other things, evaluate the credit worthiness of the Applicant whether as a principal in the transaction or as a guarantor, and to evaluate the collectability of any debt owed to ARI by the Applicant in any capacity whatsoever. **PLEASE SEE REVERSE SIDE FOR ADDITIONAL TERMS AND IMPORTANT INFORMATION REGARDING ARI'S POLICY ON DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION.**

FOR VALUE RECEIVED AND IN CONSIDERATION FOR ARI EXTENDING CREDIT TO THE APPLICANT, THE INDIVIDUAL EXECUTING THIS APPLICATION BELOW HEREBY AGREES, REPRESENTS, AND WARRANTS THAT: (A) S/HE IS AUTHORIZED TO DO SO ON BEHALF OF THE APPLICANT; (B) ALL INFORMATION CONTAINED IN THIS APPLICATION IS A TRUE, COMPLETE, AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF THE APPLICANT; (C) APPLICANT AGREES TO ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS APPLICATION; AND (D) AN ELECTRONIC (E.G., PDF) OR FACSIMILE COPY OF THIS APPLICATION SHALL BE VALID AS THE ORIGINAL.

Print Applicant Name: _____ Print Authorized Officer's Name: _____ Date: _____
 Authorized Officer's Signature: _____ Print Authorized Officer's Title: _____

PERSONAL GUARANTY

For value received and in consideration for ARI extending credit to the Applicant, the undersigned guarantor (the "Guarantor") hereby individually, personally and unconditionally guarantees to ARI and/or its successor and assigns, the prompt payment and performance of any and all indebtedness, terms, covenants, obligations, and liabilities of Applicant to ARI, as described in this Application, Rental Out Contract(s), Equipment Sale Invoice(s)/Order(s), and/or Work Order(s)/Service Estimate(s) (irrespective of whether such Rental Out Contract(s), Equipment Sale Invoice(s)/Order(s), and/or Work Order(s)/Service Estimate(s) have been fully executed between the parties), now existing or hereafter created or arising. Guarantor further agrees to pay on demand any monies due by Applicant to ARI whenever Applicant fails or refuses to pay ARI. Guarantor hereby waives any notice of non-payment, non-performance or non-observance, or proof of notice or demand, presentment, dishonor, diligence, maturity, acceptance of this Guaranty, extension of any guaranteed indebtedness already or hereafter contracted for by Applicant, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed, and all setoffs and counterclaims. Guarantor hereby consents to any agreement or arrangement with Applicant, including without limitation, agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. In the event ARI retains or employs attorneys and/or collection agencies to secure payment of any monies due from Applicant and/or Guarantor, Guarantor agrees to pay any and all costs incurred by ARI in connection therewith, including, but not limited to, attorney's and/or collection fees, costs, and other related expenses, in addition to all other monies not paid by Applicant. This Guaranty is a continuing obligation of the Guarantor and may be revoked for future indebtedness **only** by notifying ARI in writing, via certified or registered mail.

Print Name _____ Signature _____ Date _____

BANK REFERENCES	<u>Name</u>	<u>Branch Location</u>	<u>Telephone</u>
	<u>Checking Account No.</u>	<u>Savings Account No.</u>	
	<u>Loan Balance \$</u>	Business <input type="checkbox"/>	Personal <input type="checkbox"/>

TRADE REFERENCES (Open Accounts Only)	1. _____	_____	_____
	<u>Firm Name, Address and Telephone Number</u>	<u>Contact Name</u>	<u>Fax Number/Email Address</u>
	2. _____	_____	_____
	<u>Firm Name, Address and Telephone Number</u>	<u>Contact Name</u>	<u>Fax Number/Email Address</u>
	3. _____	_____	_____
	<u>Firm Name, Address and Telephone Number</u>	<u>Contact Name</u>	<u>Fax Number/Email Address</u>

Any of your employees, agents (apparent or actual), affiliates or related entities will be presumed to have authority to rent equipment on your behalf unless you provide ARI with advance written notice to the contrary.

DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION

ARE YOU INTENDING TO USE THE EQUIPMENT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES? Yes No

IF YES, PLEASE ASK ARI FOR YOUR FREE COPY OF THE IMPORTANT GRAMM-LEACH-BILEY ACT NOTIFICATION WHICH OUTLINES ARI'S POLICY ON THE DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION.

1. GENERAL TERMS

- (a) Applicant desires to purchase or rent equipment (the "Equipment") from ARI on an open account basis and desires in consideration of the creation of open account to be bound by the terms and conditions as contained in this Credit Application.
- (b) Applicant agrees to provide ARI with current financial statements if requested. Applicant gives its permission to ARI to verify and/or supplement the information stated hereon and to make inquiry with the credit references listed on this Application. Applicant further authorizes ARI to obtain credit and financial information concerning the Applicant at any time, before or after credit is extended, from any source, including any financial institution where the Applicant does business and from any credit reporting bureau or agency.
- (c) By completing this Credit Application, ARI is not agreeing to extend credit but is considering whether to allow Applicant to rent, Purchase and/or repair Equipment on an open account.
- (d) Should ARI extend credit, then as a material inducement for extending credit, Applicant agrees and warrants that all rentals, purchases and repairs for each Equipment are subject to: (i) the terms and conditions contained in this Application; (ii) the terms and conditions of ARI's Rental Out Contract(s), which are available upon request, including, but not limited to, the representations, insurance, indemnification, and assumption of risk provisions contained therein; (iii) the terms and conditions of ARI's Equipment Sale Invoice(s)/Order(s), which are available upon request; (iv) the terms and conditions of ARI's Work Order(s)/Service Estimate(s); and (v) any other documentation delivered to Applicant by ARI. Applicant agrees and acknowledges that the terms and conditions of ARI's Rental Out Contract(s), Equipment Sale Invoice(s)/Order(s) and/or Work Order(s)/Service Estimate(s) are hereby incorporated into this Application by reference, and are made a part of this Application as if fully set forth herein, irrespective of whether Applicant executes ARI's Rental Out Contract(s), Equipment Sale Invoice(s)/Order(s) and/or Work Order(s)/Service Estimate(s).
- (e) Notwithstanding anything to the contrary contained herein, Applicant understands and agrees that ARI has no obligation to extend credit to Applicant and that ARI, in its sole and absolute discretion, may terminate the extension of any account accommodations or credit to Applicant at any time for any reason or for no reason whatsoever.
- (f) If, for any reason, it becomes necessary for ARI to repossess the Equipment, Applicant authorizes ARI to repossess the Equipment without further notice or legal process and Applicant agrees that ARI shall not be liable for any claims for damage, loss and/or trespass arising out of the repossession of the Equipment.
- (g) If Applicant refuses to pay for repairs/services undertaken by ARI on Applicant-owned Equipment after Applicant's authorization, ARI is entitled to all legal and equitable remedies available at law, including, without limitation, selling, disposing, and charging storage fees for the repaired/serviced Equipment, plus all costs, including, without limitation, all fees and attorneys costs incurred by ARI in enforcing this provision of the Application.
- (h) At the request of ARI, Applicant agrees to promptly provide the following information to ARI: (i) Complete construction project(s) ("project") information whereby Equipment will be utilized (i.e. accurate location/address/legal description of property where project is located; project general contractor name and address; owner name and address of property where project is located; etc.); (ii) Surety, performance and payment bond information for project; and (iii) any other pertinent information concerning the Applicant's project(s).

2. PAYMENT TERMS

- (i) Full payment for all charges is due ten (10) days from the date of invoice. All past due accounts are subject to a finance charge calculated by multiplying the amount of the unpaid balance by the rate of two percent (2%) per month, or the highest legal rate permitted by law, whichever is lesser.
- (j) If Applicant disputes the Equipment rental, purchase, materials provided, and/or services performed, the charge therefore, and/or the validity or correctness of any transactions Applicant has with ARI, Applicant must notify ARI, in writing, of the dispute, including details thereof, within ten (10) days from date of the invoice(s). If Applicant fails to notify ARI of any dispute within the ten (10) day time period, Applicant shall be deemed to have accepted the transaction as satisfactory and voluntarily waives any such claim.
- (k) "Event of Default" means (a) failure of Applicant to pay any amounts owed to ARI when due, whether arising hereunder or otherwise, and whether now existing or hereafter arising, (b) failure of Applicant to otherwise comply with any of the other terms of this Agreement, Rental Out Contract, Equipment Sale Invoice/Order, and/or Work Order/Service Estimate. (c) death, bankruptcy, receivership, dissolution, or insolvency of Applicant, or (d) ARI determines that the prospect of payment or performance of Applicant's obligations to ARI is impaired. If an Event of Default occurs, ARI may (i) decline to extend further credit hereunder (and Applicant agrees not to make any further credit purchases, leases or rentals), (ii) declare all debts of Applicant to ARI arising hereunder or otherwise to be immediately due and payable without notice or demand of any kind, and (iii) exercise any other rights and remedies of ARI, whether in law or in equity. Applicant shall be liable for all collection costs actually incurred by ARI, including, but not limited to, reasonable attorney's fees and costs.
- (l) Payment must be made to AHERN RENTALS, INC., PO BOX 271390 LAS VEGAS, NEVADA, 89127-1390 or any branch office, prior to the last day of the month in which the account becomes due to avoid finance charges.
- (m) A service charge of up to \$25.00 will be applied to each returned check. Account(s) sixty (60) days past due may be suspended at ARI's discretion.
- (n) Nothing herein shall be construed as an extension or a waiver of any due date of any amounts payable by Applicant, or authorization of payment of charges on an installment basis.

3. MISCELLANEOUS TERMS

- (o) This Application shall be construed and enforced in accordance with the laws of Nevada, excluding its conflicts of laws provisions. The parties agree that any action related to this Application or subject matter thereof shall be brought and maintained only in the State and/or Federal Courts located in Clark County, Nevada, with the strict exception of foreclosure action(s) of mechanic liens by ARI, which shall be brought and maintained in the Courts of the state where the equipment is rented and/or where the construction project is located. The parties consent to the jurisdiction and venue of such courts and waive any right to object to such jurisdiction and venue.
- (p) Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by ARI under the terms of this Application.
- (q) If any provision of this Application is held to be illegal, invalid, or unenforceable under any present or future law, such provision will be fully severable and this Application shall be construed and enforced as if such provision had never comprised a part of this Application and all other provisions will remain in full force and effect.
- (r) An individual executing this Application on behalf of Applicant represents and warrants that he/she is of legal age and has been vested with authority and power to sign this Application on behalf of the Applicant.
- (s) This Application, and any amendments to this Application, may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument. The parties agree to accept signatures transmitted by fax or other electronic means (e.g., pdf) as if they were original signatures, and all such signatures shall be fully binding upon the parties.
- (t) With the exception of all representations, warranties, promises to guaranty and any other covenants made by Applicant contained in ARI's Rental Out Contract, Equipment Sale Invoice/Order and/or Work Order/Service Estimate, which are hereby incorporated into this Application by this reference, this Application and all documents delivered in connection herewith supersede all prior discussions and agreements and contains the sole and entire agreement among the parties.