



Phone: (702) 647-8100
 Fax: (702) 966-4820
 E-Mail: CreditApps@ahern.com

Credit Department
 1722 West Bonanza Road
 Las Vegas, NV 89106

CREDIT APPLICATION/CUSTOMER AGREEMENT

You, the Applicant, are applying for credit from Ahern Rentals, Inc. ("Ahern") for the purpose of obtaining rentals, products and/or services from Ahern. Applicant understands and expressly agrees that the information provided in this Credit Application/Customer Agreement to Ahern is being provided for the purpose of obtaining credit and other terms as herein contained. Applicant further understands that Ahern 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 Ahern 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.

		()	()
Company Legal Name		Telephone	Fax Number
Physical Address		City	State Zip
Billing Address		City	State Zip
Description of Business		SIC CODE:	
Annual Sales	In Business Since	Number of Employees	
BUSINESS STRUCTURE	Corporation-Publicly held <input type="checkbox"/> Corporation-Closely held <input type="checkbox"/> Partnership-Limited <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 #	Amt
COMPANY PRINCIPALS	Name	Position	% of Ownership Soc Sec #
COMPANY PRINCIPALS FOR BUSINESS TRANSACTIONS	Home Address	City	State Zip
	Name	Position	% of Ownership Soc Sec #
	Home Address	City	State Zip
HAS THE FIRM OR ANY OF ITS PRINCIPALS EVER FILED BANKRUPTCY?		YES <input type="checkbox"/>	NO <input type="checkbox"/> DATE: _____
<p>THIS APPLICATION COVERS ALL CURRENT AND FUTURE AUTHORIZED PURCHASES AND RENTALS. BY SIGNING BELOW OR ACCEPTING ANY MATERIALS, VEHICLES AND/OR EQUIPMENT, EVEN IF THIS APPLICATION OR CONTRACT IS NOT SIGNED, APPLICANT AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ON ALL RENTAL CONTRACTS.</p> <p style="text-align: center;">AUTHORITY TO CONFIRM INFORMATION AND OBTAIN CREDIT REPORTS</p> <p>Applicant hereby expressly authorizes Ahern to contact any parties listed herein and to verify any information contained in this Document. If any of the information provided herein is believed by Ahern to be untrue, Applicant hereby agrees that all of Applicant's obligations to Ahern, or held by Ahern, shall become immediately due and payable in full to Ahern without any notice or demand whatsoever from Ahern being required. The Applicant hereby waives any privacy of credit information rights or regulations. The Applicant hereby expressly consents to allow Ahern to obtain consumer report or reports, as defined in the Fair Credit Reporting Act, on the Applicant as deemed necessary by Ahern, and hereby expressly instructs any consumer reporting agency to provide Ahern with a consumer report(s) on the Applicant. The Applicant hereby acknowledges that Ahern 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. Ahern 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 collectibility of any debt owed to Ahern by the Applicant in any capacity whatsoever.</p> <p style="text-align: center;">PERSONAL GUARANTY AND AGREEMENT</p> <p>In consideration for Ahern extending credit to the Applicant, the undersigned hereby personally and unconditionally guarantees to Ahern the prompt payment of any and all money due and owing Ahern by the Applicant for the use of Ahern's equipment whether or not additional rental agreements are signed between the parties. In the event Applicant uses and/or rents Ahern's equipment or vehicles without signing a separate rental agreement, Applicant agrees to pay the rates currently employed by Ahern for the rental and use of the equipment or vehicles, including mileage or meter charges. In addition to the terms of this Agreement, Applicant shall be bound by the terms of the most recent rental agreement that the Applicant has executed, if any. Applicant further personally and unconditionally guarantees the full, prompt and faithful performance by Applicant of any and all terms, covenants and conditions of any agreement between Applicant and Ahern. To the fullest extent permitted by law, the undersigned hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies. This guarantee is a continuing obligation of the undersigned and may be revoked for future indebtedness only by notifying Ahern in writing, via certified or registered mail.</p> <p>THE UNDERSIGNED EXPRESSLY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT THE INFORMATION GIVEN IS TRUE, COMPLETE, AND CORRECT AND FURTHER AGREES TO ALL TERMS AND CONDITIONS, INCLUDING THOSE ON THE REVERSE SIDE HEREOF. PLEASE SEE REVERSE SIDE FOR ADDITIONAL TERMS AND IMPORTANT INFORMATION REGARDING AHERN'S POLICY ON DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION.</p>			
Print Name	Signature	Date	

IF THIS APPLICATION IS BEING FAXED, BOTH SIDES OF THIS APPLICATION MUST BE FAXED. THE FAXED COPY IS CONSIDERED TO BE THE ORIGINAL AND ALL TERMS AND CONDITIONS WILL APPLY AS IF THE ORIGINAL WERE RETURNED. THIS CREDIT APPLICATION MUST BE COMPLETED IN ITS ENTIRETY.

BANK REFERENCES	<u>Name</u>	<u>Branch Location</u>	<u>Phone#</u>
	<u>Checking Account#</u>	<u>Savings Account #</u>	
	<u>Loan Balance \$</u>	Business <input type="checkbox"/>	Personal <input type="checkbox"/>
		Secured By _____	
TRADE REFERENCES (Open Accounts Only)	1. _____ Firm Name & Address	_____	_____
		Telephone#	Contact Name
	1. _____ Firm Name & Address	_____	_____
		Telephone#	Contact Name
	1. _____ Firm Name & Address	_____	_____
		Telephone#	Contact Name
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 Ahern with advance written notice to the contrary. ARE PURCHASE ORDERS REQUIRED:			
<u>DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION</u>			
ARE YOU INTENDING TO USE THE EQUIPMENT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES? Yes <input type="checkbox"/> No <input type="checkbox"/>			

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

1. GENERAL TERMS

- (a) By completing this Application, Ahern is not agreeing to extend credit but is considering whether to allow Applicant to purchase or rent equipment on an open account. All such purchases and rentals are made subject hereto and Applicant shall be deemed the lessee of Ahern's equipment or vehicle.
- (b) If Applicant disputes the equipment rental, the charge therefore, and/or the validity or correctness of any transactions Applicant has with Ahern, Applicant must notify Ahern, in writing, of the dispute, including details thereof, within 10 days from date of the invoice(s). If Applicant fails to notify Ahern of any dispute within the 10 day time period, Applicant shall be deemed to have accepted the transaction as satisfactory and voluntarily waives any such claim.
- (c) Applicant and guarantor(s), jointly and severally, hereby agree to pay any and all fees and costs, including attorneys' fees and fees paid to collection agencies, incurred by Ahern in enforcing the terms and provisions of this Agreement and/or in collecting any money owed to Ahern.
- (d) Applicant understands and agrees that Ahern has no obligation to extend credit to Applicant and that Ahern, 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.
- (e) Applicant shall, to the fullest extent permissible by law, defend, indemnify and hold harmless Ahern, its employees and agents, from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every character whatsoever including reasonable attorneys' fees, associated with the use or rental of Ahern's equipment or vehicles.
- (f) Applicant represents that Applicant (or its employees or agents) are trained and qualified to operate the equipment it rents from Ahern and assumes any and all risks of damages to Applicant and Applicant's agents, employees and representatives, and to all others arising out of or in any way related to the use of the equipment or vehicles rented by Applicant.
- (g) Applicant agrees to return the equipment to Ahern in the same condition as when received, ordinary wear and tear excepted. Applicant shall be fully liable for all collision, fire, and theft damage and all other loss. If the vehicle or equipment is lost, stolen, destroyed, or otherwise rendered unfit for normal usage, Applicant shall be fully liable for, and agrees to pay Ahern, immediately upon demand, the full replacement cost for the vehicle or equipment, together with interest thereon at the rate of 24% per annum compounded daily, until said sum is paid in full to Ahern.
- (h) Ahern may demand the return of the equipment or vehicle at any time at Ahern's discretion, and if such demand is not complied with, Ahern may repossess the vehicle or equipment and terminate this Agreement without any liability for any loss or damage which may be sustained as a result of such demand, termination or repossession.
- (i) Applicant acknowledges that Applicant has the duty to inspect the vehicle or equipment prior to use and to notify Ahern of any defects found. In the event the vehicle or equipment becomes unsafe or in disrepair, Applicant shall immediately notify Ahern.
- (j) Applicant agrees to pay a 10% damage waiver for each rental, unless the Applicant has on file with Ahern a current insurance certificate, naming Ahern as an additional insured. By purchasing or paying for a damage waiver, Applicant is not purchasing insurance as it does not cover loss or damage to the vehicle or equipment. The damage waiver only covers Acts of God and normal wear and tear.
- (k) Ahern Rentals, Inc. gives no warranty that the vehicle or equipment is suited for Applicant's intended use, or that it is free from defects.

2. PAYMENT TERMS

- (a) All amounts charged by the Applicant will be due 10 (TEN) DAYS FROM DATE OF INVOICE or as specified on invoice. A FINANCE CHARGE will be imposed on any balance of the account that is not paid by the last day of the month in which the account becomes due. Applicant will incur no FINANCE CHARGE if the account is paid in full by the last day of the month in which the account becomes due.
- (b) The amount of the FINANCE CHARGE is computed on the last day of each month by multiplying the unpaid balance of the invoices which are due, after deducting payments and/or credits during the month, by a periodic rate of two percent (2 %) per month, or the highest legal rate permitted by law, whichever is lesser. The corresponding NOMINAL ANNUAL PERCENTAGE RATE is twenty-four percent (24%) per year.
- (c) Payment must be made to AHERN RENTALS, INC., 4241 SOUTH ARVILLE STREET, LAS VEGAS, NV 89103 or any branch office, prior to the last day of the month in which the account becomes due to avoid a FINANCE CHARGE.
- (d) The provisions in the Credit Application of Payment for Finance Charges should not be construed as an extension or a waiver of any due date of any amounts payable by customer, nor do such provisions authorize payment of invoice charges on an installment basis.

3. MISCELLANEOUS TERMS

- (a) AHERN RENTALS, INC. may at its option, require its Applicant to enter into a security agreement at the time of purchase. Ahern is to retain title to and obtain a security interest in the property purchased until the amount charged for the property has been paid in full.
- (b) Personal guarantees may be necessary on corporate, partnership, or proprietorship accounts.
- (c) Applicant acknowledges and represents that any and all equipment or parts sold or rented, or service work performed shall be used for business purposes only, and not for personal, family or household purposes.
- (d) A service charge of up to \$25.00 will be applied to each returned check. Account(s) 60 days past due may be suspended at Ahern's discretion.
- (e) This Agreement will be governed by the laws of the state in which the equipment is rented or the State of Nevada, whichever Ahern prefers.
- (f) Customer hereby acknowledges the receipt of a copy of this Agreement at the time of its execution.

4. WAIVER OF CONFIDENTIALITY

Applicant agrees to provide Ahern Rentals Inc. with current financial statements if requested. Applicant gives its permission to Ahern to verify and/or supplement the information stated hereon and to make inquiry with the credit references listed on the front of this form. Applicant further authorizes Ahern 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.