



Toll Free: (800) 589-6797
 Phone: (702) 647-8100
 Fax: (702) 966-4820
 E-mail: CA@ahern.com

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. 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			
Billing Address		City		State			
Annual Sales		In Business Since		Number of Employees			
Description of Business		Contact		Email Address			
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 incorporation: _____		
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		
	Home Address		City		State		
	Name		Title		% of Ownership		
	Home Address		City		State		
HAS THE FIRM OR ANY OF ITS PRINCIPALS EVER FILED BANKRUPTCY?				YES <input type="checkbox"/> DATE: _____		NO <input type="checkbox"/>	
BANK REFERENCES	Name		Branch Location		Telephone Number		
	Checking Account No.		Savings Account No.				
	Loan Balance \$		Business <input type="checkbox"/> Personal <input type="checkbox"/>		Secured By		
TRADE REFERENCES (Open Accounts Only)	1.						
	Firm Name, Address and Telephone Number		Contact Name		Fax Number/Email Address		
	2.						
	Firm Name, Address and Telephone Number		Contact Name		Fax Number/Email Address		
	3.						
	Firm Name, Address and Telephone Number		Contact Name		Fax Number/Email Address		
Do you wish to purchase the optional Rental Protection Plan ("RPP") on each rental contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If No, you will need to provide proof of insurance (i.e., a certificate of insurance) with amounts adequate to cover all equipment rented from ARI at any time, or you will be charged RPP on each rental contact where insurance is inadequate or not provided.							
THE RPP IS NOT INSURANCE. TERMS AND CONDITIONS APPLY AND ARE AVAILBLE UPON REQUEST.							
AUTHORITY TO CONFIRM INFORMATION AND OBTAIN CREDIT REPORT							
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(s), 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.							
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 IN THIS APPLICATION, THE TERMS AND CONDITIONS OF ALL RENTAL OUT CONTRACT(S), AND THE TERMS AND CONDITIONS OF THE OPTIONAL RENTAL PROTECTION PLAN, IF APPLICABLE; 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: _____					



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TERMS AND CONDITIONS

THIS APPLICATION COVERS ALL CURRENT AND FUTURE PURCHASES, RENTALS AND SERVICES. BY SIGNING THIS APPLICATION 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 APPLICATION, RENTAL OUT CONTRACT(S), INVOICES, EQUIPMENT SALE INVOICE(S)/ORDER(S), AND/OR WORK ORDER(S)/SERVICE ESTIMATE(S). AS THE SUBJECT MATTER OF THIS APPLICATION IS THE EXTENSION OF CREDIT, WHICH IS OCCURRING FROM THE STATE OF NEVADA, APPLICANT EXPRESSLY AGREES TO PARAGRAPH 15 OF THE FOLLOWING TERMS AND CONDITIONS, WHICH IS A FORUM SELECTION CLAUSE THAT GOVERNS THIS APPLICATION.

- Applicant desires to purchase or rent equipment or parts (the "Equipment"), or have Equipment repaired 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 Application. Applicant further understands and agrees that Applicant has an on-going affirmative duty to notify ARI, in writing, immediately of any material change in Applicant's financial status, a change in entity or company structure, and/or of any change in the information provided herein.
- 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 herein 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.
- By completing this 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.
- 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, warranties, indemnification, limitation of liability, assumption of risk, and Rental Protection Plan provisions (if applicable) 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).
- 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 reduce or terminate the extension of any account accommodations or credit to Applicant at any time without notice for any reason or for no reason whatsoever.
- 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.
- 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.
- 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).
- 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.
- 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.
- "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 Application, 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.
- 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.
- 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.
- 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.
- This Application and all future contracts 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, INCLUDING BUT NOT LIMITED TO, APPLICANT'S CREDIT APPLICATION/AGREEMENT, PERSONAL GUARANTOR'S UNCONDITIONAL PERSONAL GUARANTY AGREEMENT, RENTAL OUT CONTRACTS, WORK ORDER(S)/SERVICE ESTIMATE(S), AND/OR INVOICES, SHALL EXCLUSIVELY BE BROUGHT AND MAINTAINED ONLY IN THE STATE AND/OR FEDERAL COURTS LOCATED IN CLARK COUNTY, NEVADA WITH STRICT EXCEPTION OF MECHANICS LIENS AND FORECLOSURE ACTION(S) OF MECHANICS LIENS, WHICH SHALL BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE WHERE THE EQUIPMENT IS RENTED OR THE PROJECT IS LOCATED. THE PARTIES SPECIFICALLY CONSENT TO THE EXCLUSIVE AND PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND IRREVOCABLY WAIVE ANY RIGHT TO OBJECT TO SUCH JURISDICTION AND VENUE. MOREOVER, THE PARTIES EXPRESSLY UNDERSTAND, CONFIRM AND AGREE THAT THIS JURISDICTION AND VENUE CLAUSE IS REASONABLE AND FAIR AND WAS FREELY NEGOTIATED BETWEEN THE PARTIES.**
- 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. 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. 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. 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, Work Order/Service Estimate, and Invoices 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. This Application and its terms and conditions have been reviewed by the Parties, and each party has had an opportunity to negotiate the contents of this Application.

UNCONDITIONAL PERSONAL GUARANTY AGREEMENT (the "Agreement")

For value received and in consideration for ARI extending credit to the Applicant, the undersigned guarantor(s) (the "Guarantor(s)") 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), Invoices, 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(s) further agrees to pay on demand any monies due by Applicant to ARI whenever Applicant fails or refuses to pay ARI. Guarantor(s) 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(s) 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(s), Guarantor(s) 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(s), and shall continue to apply to all indebtedness which Applicant may hereafter incur, renew, or extend in whole or in part, with ARI all without notice to Guarantor(s). This Guaranty may be revoked for future indebtedness **only** by notifying ARI in writing, via certified or registered mail of the Guarantor(s) revocation. The undersigned Guarantor(s) hereby consent(s) to ARI use of non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigns as guarantor(s) in connection with the extension of the business credit as contemplated by this Application. The undersigned hereby authorize(s) ARI to 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 this Application. As the subject matter of this Agreement is also the personal guaranty by Guarantor(s) of Applicant's extension of credit, which is occurring in the state of Nevada, the Guarantor also expressly agrees to Paragraph 15 of the terms and conditions of the Application, which is a forum selection clause that governs the Agreement, as well as all other terms and conditions within this Agreement.

Guarantor #1 Name: _____ Guarantor #1 Signature: _____ Social Security Number: _____ Date: _____

Guarantor #2 Name: _____ Guarantor #2 Signature: _____ Social Security Number: _____ Date: _____

Initials _____ Initials _____