

CREDIT APPLICATION AND AGREEMENT



Gap Power Rentals Plus LLC
5399 Lincoln Hwy.
Gap, Pa. 17527-9701
tel (717) 442-8970 x310
fax (717) 442-7946

Office Use :
Account#: _____ Credit Amount: _____
Approved By: _____ Date Approved: _____

Date of application: ___/___/___ Federal I.D. or SS# _____ (e.i.n.#) Complete ALL sections, incl. personal guaranty

NAME OF APPLICANT _____

Include all corporate designations, Inc., LLC, etc. and any trade name if applicable, including d.b.a. if applicable

ADDRESS INFORMATION, no optional fields, please complete all - attachments only accepted for bank and trade references

COMPANY'S BILLING ADDRESS: _____ COMPANY'S PHYSICAL STREET ADDRESS (PO Box Only Not Acceptable): _____
Street: _____ Street: _____

City: _____ State _____ Zip _____ City: _____ State _____ Zip _____

Phone: _____ Cell Phone: _____ Fax _____ Email _____

BUSINESS INFORMATION - all sections require completion - attachment only insufficient

TYPE OF OWNERSHIP: Personal Guarantee Required For all Applications, see reverse side of this document

Proprietorship LLC Partnership Corporation Year of Incorporation _____ IN _____ (State)

Type of Business _____ Estimated Monthly Purchases: _____ PO Required Yes NO

Do You Have Any Other (affiliated) Businesses? Yes No If Yes, name Each of Them _____

Year Business Established _____ Total Number of Employees _____ Tax Status Taxable Exempt: (signed State exemption form reqd.)

CORPORATION - not optional information, please complete if incorporated

President: _____ SS #: _____ Home Address: _____

Vice President: _____ SS #: _____ Partnership Home

Address _____

Treasurer: _____ SS #: _____ Home Address: _____

Secretary: _____ SS #: _____ Home Address _____

INDIVIDUAL OWNERSHIP/PARTNERSHIP or LLC Members - required information for LLC, application will not be processed without

Name: _____ SS #: _____ Home Address _____

Name: _____ SS #: _____ Home Address _____

Name: _____ SS #: _____ Home Address _____

BANK REFERENCES-preprinted attached list acceptable

1. Depository Bank: _____ 2. Lending Bank: _____

Account #: _____ Phone: _____ Account #: _____ Phone: _____

CREDIT REFERENCES (Four Required - Do Not Use Subcontractors, List Companies Supplying Your Type of Business.)preprinted list OK

1. Company Name: _____ Phone #: _____ Fax#: _____

2. Company Name: _____ Phone #: _____ Fax #: _____

3. Company Name: _____ Phone #: _____ Fax #: _____

4. Company Name: _____ Phone #: _____ Fax #: _____

AUTHORIZED BUYER'S NAMES attach list if more than 4, note that it needs to be kept up to date; by your office notifying us of any changes

1. _____ 2. _____

3. _____ 4. _____

This credit application and agreement must be signed on reverse side by authorized officers of the company if a corporation; all partners if a partnership; managing members(s) if an LLC; or by individual applying for a personal account or for a proprietorship.

CREDIT APPLICATION & AGREEMENT. IF APPROVED, THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. Payment of Charges Applicant agrees that each invoice shall be paid within 55 days of the date of purchase of the goods and/or services identified on such invoice, ("net 55 days"). Applicant agrees to pay all charges when due, and in the event said charges are not so paid, Applicant agrees to pay Gap Power a service charge of 1 1/2% per month, compounded monthly, on the unpaid balance. Applicant agrees to pay the posted return check charge fee for each check returned. Applicant hereby accepts and assumes full and exclusive liability for the payment of any tax and/or assessment imposed by any present or future law of any government or governmental authority, including, but not limited to, any and all sales, use, or other tax levied by the federal, any state and/or local government or governmental authority. Applicant accepts responsibility for all goods purchased on credit by any its employees or agents. Applicant shall advise Gap Power, in writing, if any of its agents or employees who have purchased goods on credit in the past are no longer authorized to do so. Absent receipt of such notice, Applicant shall be liable for the cost of goods sold or services rendered to such persons. 2. Increase/Decrease in Credit Limit/Termination of Credit Gap Power may, in its sole discretion and at any time, increase or decrease Applicant's credit limit. Gap Power may, in its sole discretion and at any time, refuse to permit charges to be incurred to Applicant's account. 3. Delivery of Product Delivery of product to Applicant may be made without obtaining signatures upon delivery. 4. Events of Default The occurrence of any of the following shall constitute an event of default (an "Event of Default") under this Agreement: (a) failure of Applicant to make any required payment on the date(s) when due; (b) failure of Applicant to perform any of Applicant's other obligations hereunder; (c) if Applicant is an individual, death of Applicant; (d) institution of any proceedings in bankruptcy or receivership, or insolvency, by or against Applicant or its/his/her property; (e) entry of judgement against Applicant in any court or the issuance of any execution process against any property of the Applicant; or (f) any statement made herein is determined by Gap Power to be misleading or incorrect. 5. Remedies Upon the occurrence of an event of default, Gap Power may, without further notice to the Applicant, declare immediately due and payable all charges made to Applicant's account, whether or not all such charges are then due, and Gap Power may thereafter initiate legal proceedings against Applicant or exercise any other legal or equitable rights available to Gap Power to collect such indebtedness. Applicant agrees that if Applicant's account is referred for collection to any agency or attorney, or if Applicant becomes a debtor in any bankruptcy or insolvency proceedings, Applicant will pay all costs of collection or enforcement, including, but not limited to, agency fees, court costs and attorney's commission equal to the greater of 25% of Applicant's total indebtedness (including service charges) to Gap Power or actual attorney's fees but in no event shall the attorney fees be less than \$500.00. Service charges shall continue to accrue at the rate of 1 1/2% per month following the entry of judgement. No failure to exercise, no delay in exercise, nor any course of dealing in respect of, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single, partial or multiple exercise of any right, power or remedy hereunder preclude any other or further exercises thereof or exercise of any other right. The remedies provided herein are cumulative and concurrent, may be pursued separately, successively or together, and may be exercised as often as occasion therefore shall arise. 6. Consent to Jurisdiction/Venue/Waiver of Jury Trial This agreement made at Gap, Lancaster County, Pennsylvania, shall be governed and construed in accordance with the laws, but not by the law of conflict of laws, of the Commonwealth of Pennsylvania. Applicant agrees that any and all actions arising out of or in connection with the sale of goods or services or extension of credit by Gap Power shall be brought in the Court of Common Pleas of Lancaster county, Pennsylvania, or in the United States District Court for the Eastern District of Pennsylvania. Applicant expressly waives any and all rights to a jury trial. 7. Entire Agreement/Legal Construction This agreement contains the entire understanding of the parties and is intended as a final expression and a complete statement of the terms of their agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. 8. Confession of Judgement To secure payment hereof, the undersigned jointly and severally irrevocable authorize any attorney of any court or record to appear for any one or more of them in such court in term or vacation, after default in payment hereof and confess a judgement without process in favor of the creditor hereof for such amount as may then appear unpaid hereon, to release all errors which may intervene in such proceedings, and to consent to immediate execution upon such judgement, hereby ratifying every act of such attorney hereunder.

CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK Applicant authorizes Gap Power Rentals Plus, L.L.C. (Gap Power) and/or its credit investigation agency to contact and receive information from the provided references regarding Applicant's business background, reputation, personal character, and credit worthiness. Applicant represents and warrants to Gap Power that all statements made in this application are true and correct. Applicant hereby agrees to indemnify and hold harmless Gap Power, its agents and employees for any liability, damages, claims, court costs and attorney's fees resulting from any credit investigation. The undersigned individual, if a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

The undersigned certifies that all information on this Application is true and correct. The undersigned has read, understands and hereby agrees to, and intends to be legally bound by, the above terms and conditions. The undersigned also represents that he/she has full authority to enter into this agreement on behalf of the Applicant referenced above.

Applicant _____
print name of Applicant, either individual or business entity name.

X _____ Date ____/____/____
signature (must be legible)

Title _____
Print name of person signing above

GUARANTY NO APPLICATION WILL BE PROCESSED WITHOUT COMPLETION AND SIGNING OF THE FOLLOWING:

For value received, and to induce Gap Power to extend credit to Applicant, the undersigned (the "Guarantor"), intending to be legally bound, hereby unconditionally guarantees to Gap Power the full and prompt payment, when due, of all indebtedness, obligations and liabilities of Applicant to Gap Power, including service charges and interest applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for or established credit line. Guarantor further agrees to pay all expenses, including court costs, collection agency costs, and attorney's fees paid or incurred by Gap Power in collecting such indebtedness or any part thereof or in enforcing the Guaranty. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever 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. Gap Power may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without discharging, releasing or in any matter affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceedings against Applicant, or simultaneously therewith, and without resort to any security. This Guaranty shall continue in force until notice in writing of termination sent by registered or certified mail, return receipt requested, is received by Gap Power, ATTN: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date not to be less than seven (7) days after the described notice is received and shall not affect transactions with Applicant entered into prior to the termination date.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process. Applicant hereby agrees to indemnify and hold harmless Gap Power, its agents and employees for any liability, damages, claims, court costs and attorney's fees resulting from any credit investigation.

Personal Guarantee - on behalf of or as Applicant

X _____ Date ____/____/____
signature (must be legible)

Title _____
Print name of guarantor signing above. THIS CREDIT APPLICATION IS VALID UPON COMPLETION & SIGNING OF PERSONAL GUARANTEE