## MIDWEST CONSTRUCTION RENTALS, INC. 810 N. LINDEN STREET BLOOMINGTON, IL 61701 (309)829-1046 FAX (309)827-3303

Please mail original copy to address at left or fax a
completed copy to
Fax #

## APPLICATION FOR CREDIT

Customer Infor	mation—Please fi	ll out co	mpletely.			
Company name or Corporate Name Phone Number						
Mailing address (If usin	g a P.O. Box, also give street	address)				
City	State		Zip Code		Fax Number	
	describes your Company:					
Dated Started	orate /	Partnership		Individual		
Dated Started	Desired C			Limit S.S. # or Federal I.D. #		
Are you tax exempt? (If	f yes, please attach a signed of	certificate)	ÆS.	NO		
Does your firm issue pu	rchase order numbers and or	job numbers?	YES	NO		
List names and titles of persons authorized to make charges against account (if applicable).						
NAME	TITLE		NAME		TITLE	
NAME	TITLE		NAME		TITLE	
- Maria de la Paris	Markey Committee of the		TALMAND		IIILE	
PRINCIPAL OWN	ERS					
NAME/TITLE:		The state of the s	NAME/TI	ri e.		
			HOME AD	DBEGG.		
CITY, STATE, ZIP CO	DDE:		CITY STA	DRESS:		
HUME PHUNE:			HOME PH	ONE.		
SOCIAL SECURITY #		ONE: ECURITY#				
CREDIT REFEREN						
NAME		ADDRESS		PHONE#	FAX#	
1.			5-			
	-					
			The state of the s			
3		and the state of t				
CREDIT TERMS: Net 30 days from date of invoice. Statement balances are due on or before the 10 <sup>th</sup> of each month, late payments will be placed on C.O.D. Past due balances will be charge interest of 2.00% per month, which must be paid, if accrued.						
acknowledges that all capplication, and as may	edit being offered, I'we kereb orders are subject to Midwest ybe negotiated on any individ	Construction ual order. The	Rentals, Inc's undersigned of	conditions of credit star certifies authority to agre	ted on the backside of this	
terms stated herein, including the terms stated on the reverse side hereof. A facsimile copy of this agreement shall be binding as a original.  I/we hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit an financial responsibilities.						
Printed Name			Title			
一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一			at state			



## MIDWEST CONSTRUCTION RENTALS, INC. CONDITIONS OF CREDIT

## GENERAL TERMS

<u>Credit Terms:</u> Customer hereby agrees that payment is jointly and unconditionally guaranteed within 30 days of the invoice date. Statement balances are due on or before the 10th of each month, late payments will be placed on C.O.D. Customer agrees to pay interest on any charges not paid within 30 days of the invoice date upon which each charge first appears at 2.00% per month (24.00% annually) with a minimum finance charge of \$0.50 per month.

Customer agrees that, in the event payment is not made according to the credit terms agreed to herein, and this account is referred for collection, Customer will pay all costs of collection or arbitration expenses, attorney's fees, court costs, and all other costs of whatever kind. 
SALES/USE TAX: Customer agrees to provide Midwest Construction Rentals, Inc. with sales and or use tax exemption certificates approved by the Customer's State taxing authority whenever Customer claims to be exempt from sales taxes. Customer agrees if said exemption certificates are not provided to Midwest Construction Rentals, Inc. Customer will remit to Midwest Construction Rentals, Inc. all taxes charged. Midwest Construction Rentals, Inc. certifies that whenever it charges taxes they are authorized and Midwest Construction Rentals, Inc. is ordered to charge and collect said taxes by the State taxing authority involved in Customer's order.

PURCHASE ORDERS AND OR JOB NUMBERS: The use of purchase orders and or job numbers is for the Customer's convenience and identification only. The terms of this agreement supersede the terms of any purchase order and or job number. Absence of a purchase order and or job number shall not constitute grounds for non-payment. Any employees of Customer are authorized to purchase and or lease equipment on the account of Customer, unless a specific written notice designating the employees authorized to purchase or lease is received by Midwest Construction Rentals, Inc.

OWNERSHIP AND LOCATION: All leased equipment delivered by and or leased from Midwest Construction Rentals, Inc. shall remain at all times the property of Midwest Construction Rentals, Inc. Customer must be able to account for, and locate, all leased equipment at all times. Customer shall notify Midwest Construction Rentals, Inc. of any movement or change in location of leased equipment. Customer assumes all responsibilities of the leased equipment. Customer assumes Responsibilities for any movement or change in location. Customer shall not sublet equipment without prior written consent of Midwest Construction Rentals, Inc. Customer agrees to provide Midwest Construction Rentals, Inc. the name(s) of the bonding company property owner and or the location where the leased equipment is located. INDEMNITY: Midwest Construction Rentals, Inc's sole responsibility is delivery of the leased equipment and has no responsibility for the use, location, or placement of such equipment. Customer shall indemnify Midwest Construction Rentals, Inc. against, and hold Midwest Construction Rentals, Inc. harmless from, any and all claims, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including, without limitation, the possession, use, operation, return to Midwest Construction Rentals, Inc., or Midwest Construction Rental's removal and repossession of the equipment.

Customer is responsible for rent on the equipment from the date of delivery to the date Customer returns the equipment to Midwest Construction Rentals, Inc. or the date Customer calls Midwest Construction Rentals, Inc. to notify Midwest Construction Rentals, Inc. that equipment is ready to be picked up.

Any discrepancies regarding the billing period or quantities leased shall be presented, in writing, to Midwest Construction Rentals, Inc. within 10 days of the invoice date or the Customer shall relinquish all rights to dispute as a defense for non-payment or for not honoring the payment terms.

EQUIPMENT RETURN POLICY: Customer acknowledges sole responsibility for notifying Midwest Construction Rentals, Inc. that equipment should be picked up and taken off billing. Customer is responsible for rent on equipment from the date of delivery or customer pick up to the date the equipment is returned or the date Customer calls Midwest Construction Rentals, Inc. to notify Midwest Construction Rentals, Inc. that equipment is ready to be picked up. Customer acknowledges that calling for pick up does not release responsibility to protect and preserve the the equipment that has benn leased from Midwest Construction Rentals, Inc..

Billing for missing equipment does not transfer title to said equipment, nor does it relieve Customers obligation for payments of rental from date of delivery to date of return.

PROTECTION OF EQUIPMENT: Customer agrees to protect, maintain, and reasonably care for the leased equipment to prevent damage, loss, or destruction. Customer further agrees that this provision applies equally to its employees, agents, or other subcontractors, or any other person(s) under direct or indirect direction or control of Customer or the leased equipment. Customer acknowledges and agrees to pay for replacement cost of equipment damaged, lost, or destroyed due to improper or inadequate placement, protection, or maintenance, as determined solely by Midwest Construction Rentals, Inc...

<u>WAIVER OF CONSEQUENTIAL DAMAGES:</u> Customer waives any right to make any claim against Midwest Construction Rentals, Inc. for any consequential, special, or incidental damages.

Guarantor or Customer hereby agrees to provide Midwest Construction Rentals, Inc. on a confidential basis, credit information necessary or as required by Midwest Construction Rentals, Inc., and Customer agrees to be bound to the conditions of sale or lease stated herein. The terms of this agreement shall prevail over terms in any Customer purchase order, unless specifically agreed to by Midwest Construction Rentals, Inc. and Customer in writing.

Customer agrees that Midwest Construction Rentals, Inc. has the irrevocable right to require payment in advance and to on a ship C.O.D. basis Customer hereby certifies that I/we have read all printed and written material on both sides of this document and agrees to the terms stated herein.

Spring

Signase