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*In order to process this request, this agreement must be signed in the designated areas.  
Please attach a company credit profile if available.*

#### BUSINESS CONTACT INFORMATION

Title:  
Company name:  
Phone: Fax: E-mail:  
Registered company address:  
City: State: ZIP Code:  
Date business commenced:  
Sole proprietorship: Partnership: Corporation: Other:

#### BUSINESS AND CREDIT INFORMATION

Primary business address:  
City: State: ZIP Code:  
How long at current address?  
Telephone: Fax: E-mail:  
Bank name:  
Bank address: Phone:  
City: State: ZIP Code:  
Type of account: Account number:  
Savings  
Checking  
Other

#### BUSINESS/TRADE REFERENCES

Company name:  
Address:  
City: State: ZIP Code:  
Phone: Fax: E-mail:  
Type of account:  
Company name:  
Address:  
City: State: ZIP Code:  
Phone: Fax: E-mail:  
Type of account:  
Company name:  
Address:  
City: State: ZIP Code:  
Phone: Fax: E-mail:  
Type of account:

Please note: If you are tax exempt or hold a resale certificate please forward a copy with this credit application.

A damage waiver at the rate of 12% will be charged unless a certificate of insurance is forwarded with this credit application.

#### AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Broadway Leasing Corporation, LLC to make inquiries into the banking and business/trade references that you have supplied.

#### SIGNATURES

Title:  
Date:

Title:  
Date:

## Application for Credit and Rental Agreement

*Confidential Credit Information*

### Terms and Agreement (Must be signed for account processing)

The undersigned ("Customer") in consideration of Broadway Leasing Corporation, LLC or any of its subsidiaries and affiliated entities, successors or assigns (Broadway Leasing Corporation, LLC) extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchase/rentals made by Customer from Broadway Leasing Corporation, LLC are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Broadway Leasing Corporation, LLC rental contract, which are on the reverse side of each and every rental contract, which are reviewed upon delivery of construction rental or sales agreement if a copy is not presented a request can be made to receive the terms and conditions (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not customer executes each Rental Contract; and (d) any terms in in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this agreement (except such additional terms which are required by law) shall be void and of no effect (any use of reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Broadway Leasing Corporation, LLC shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S . government agency, and agrees t notify Broadway Leasing Corporation, LLC should they become listed in the future. Refer to [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac) for information regarding the SDN list and to [www.bis.doc.gov](http://www.bis.doc.gov) for information on other denied parties lists and other U.S. export restrictions.

In making this Agreement upon which Broadway Leasing Corporation, LLC will rely to extend commercial credit, I/We agree to Broadway Leasing Corporation, LLC term of payment as follows: NET DUE UPON RECEIPT on all accounts and service charges of 1.5%per month/18% annual service charge on all invoices/contracts not paid when due of the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of Broadway Leasing Corporation, LLC within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Broadway Leasing Corporation, LLC discretion, any account with delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Broadway Leasing Corporation, LLC reserves the right to bring legal action in whatever jurisdiction Broadway Leasing Corporation, LLC deems necessary whose laws, at that option of Broadway Leasing Corporation, LLC, shall govern this Agreement, and (b) to pay all costs expense of collection, including but not limited to, reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all the other reasonable expenses incurred by Broadway Leasing Corporation, LLC in exercising any of Broadway Leasing Corporation, LLC's rights and remedies.

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. **I/We authorize Broadway Leasing Corporation, LLC to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to Broadway Leasing Corporation, LLC and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled and details of any lending relationship. I/We authorize Broadway Leasing Corporation, LLC to contact our insurance company and authorize the insurance company to issue certificate(s) when Broadway Leasing Corporation, LLC's calls from time to time showing the insurance required in the Rental Contract to be maintained by the Customer.

**Print Customer Name:**

**Print Authorized Officer's Name:**

**Authorized Officer's Signature:**

**Print Authorized Officer's Title:**

**Date:**

## Individual Personal Guaranty

The undersigned guarantor(s) and in consideration of Broadway Leasing Corporation, LLC extending credit at my/our request to the Customer named above, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations Customer to Broadway Leasing Corporation, LLC whether now existing or hereinafter made, and further agree to bind myself/ourselves to pay on demand any sum which is due to the Customer to Broadway Leasing Corporation, LLC whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment, acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by the Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims.

If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Broadway Leasing Corporation, LLC reserves the right to bring legal action in whatever jurisdiction Broadway Leasing Corporation, LLC deems necessary, whose laws, at the option of Broadway Leasing Corporation, LLC, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expense incurred by Broadway Leasing Corporation, LLC in exercising any of Broadway Leasing Corporation, LLC's rights and remedies.

The Undersigned recognizes the obligation of the Applicant and the undersigned agrees to hold the portion of all payments received by the Applicant which include payment to the Applicant for the rent and/or purchase of equipment and supplies furnished by Broadway Leasing Corporation, LLC pursuant to this agreement to be held in a separate trust account for payment to Broadway Leasing Corporation, LLC. The undersigned agrees to act as fiduciary for payment to Broadway Leasing Corporation, LLC and agrees that Applicant shall not use said payments for any other purpose, in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on a credit account. The undersigned agrees that any failure to hold payments in the trust of Broadway Leasing Corporation, LLC shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 USC 523 (a)(4) and (6). The undersigned represent that (i) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Broadway Leasing Corporation, LLC shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize Broadway Leasing Corporation, LLC to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Broadway Leasing Corporation, LLC and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

**Guarantor's Signature:**

**Guarantor's Signature:**

**Print Guarantor's Name:**

**Print Guarantor's Name:**

**Address:**

**Address:**

**SSN:**

**SSN:**

**Witness Signature:**

**Witness Signature:**

**Print Witness Name:**

**Print Witness Name:**

**Date:**

**Date:**

***In order to process your request, this agreement must be signed. Please attach a company credit profile if available.  
Fax a to Broadway Leasing Corporation, LLC – 603-952-4872  
Mail: Broadway Leasing Corporation, LLC – 142 B Main Street – Salem, NH – 03079***

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[www.facebook.com/blcequipment](http://www.facebook.com/blcequipment)***

***Thank you for your business.  
Remember..  
"If you need it, we have it."***