



Florida
Sales & Rental, Inc.

Credit Dept
401 S 6th Avenue
Wauchula, FL 33873
Tel: 863-773-3839 Fax: 863-773-3214

_____ (“Customer”) is applying for credit with **Florida Sales & Rental, Inc., dba Grand Rental Station** (“Store Owner) and agrees to abide by the following “General Terms and Conditions of Sales/Rental Credit Account Agreement.”

General Terms and Conditions of Sales/Rental Credit Account Agreement

Invoices are sent upon the sale of purchased items or upon completion of the rental period. Some larger jobs may be billed in several invoices during the rental period. On rentals that last over a month, the rental will be billed on a bi-weekly or monthly basis, as determined by Store Owner.

New customers are on a cash basis until credit facilities are approved and notice of approval has been given in writing.

All invoices become due and payable in full, fifteen (15) days from the invoice date, and if not paid by the due date are considered past due.

Store Owner shall be entitled to assume that orders given and documents or receipts executed by employees or agents of Customer shall have been validly authorized by Customer and that Customer will be responsible for them, unless Store Owner is otherwise notified in advance by hand delivery, by overnight courier or by U.S certified mail, postage prepaid, return receipt requested, and has had a reasonable opportunity to act upon such notice.

Applicable taxes are added to all invoices. If you are tax exempt, we must have a sales tax exempt certificate or a letter on your letterhead with your signature, printed name and title, stating that you are tax exempt and showing your sales tax exemption number in our possession before we can tax exempt any invoice.

Returns on purchases are at the discretion of management and are subject to a 20% restocking fee.

Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to the terms stated. The service charge shall be 1 1/2% per month of the customer’s outstanding balance and such service charges shall become part of the Customer’s outstanding balance.

No additional credit will be extended to Customer on past due accounts until outstanding bills have been paid in full and credit facilities may be withdrawn immediately if payment is made by a dishonored check and a \$25.00 returned check fee will also be assessed. Any billing (including unauthorized discounted and unpaid finance charges) that remains unpaid after 45 days (except special terms agreed to in writing) means that future shipment will not be made or will be on a C.O.D only basis until the account is cleared up.

Acceptance of less than the full invoice amount by Store Owner shall not be construed as a waiver of the right of Store Owner to collect the remainder due.

To secure credit on account using a company credit card or to alleviate any payment problems, please complete the following information. The undersign Company authorizes Store Owner to charge its credit card for any outstanding balance.

(Circle One) Master Card, Visa, Am. Express, Discover Expiration Date Credit Card Security Code

Name (Please Print) Title Signature Date

If any of the materials rented or purchased by Customer are to be used for purpose of improving real property, then within 10 days of said rental or purchase, Customer agrees to provide Store Owner with the name and address of the property Owner whose property is being improved with said materials, and the address of the property being improved. Store Owner reserves the right to send “Notice to Owner” forms and to file any documents necessary to protect and preserve their lien rights under Mechanic’s Lien Law of Florida. Customer agrees to furnish Store Owner, with copies of all “Bonds”, “Contracts”, “Notices of Commencements”, purchase order(s), job numbers, job addresses and other information it deems necessary to protect Store Owners’ interests. Customer agrees that the Store Owner may send any necessary notices required to secure available lien and/or bond rights.

Customer agrees to provide a current certificate of insurance naming Florida Sales & Rental, Inc., dba Grand Rental Station as additional insured with coverages, limits and conditions as specified by Florida Sales & Rental, Inc., dba Grand Rental Station and to provide Florida Sales & Rental, Inc., dba Grand Rental Station at least 60 days written notice before cancellation or material changes in its insurance coverage.

Customer may elect to request Store Owner to deliver materials purchased or rented to locations specified by Customer. In such event, Customer assumes full responsibility for delivery and waives any and all claims related thereto, including but not limited to, non-delivery, non-acceptance, and lack of signature or unauthorized signature on delivery ticket or otherwise.

Customer shall make a careful inspection of all materials or equipment at the time of delivery. Customer's failure to give written notice of any type within five (5) days of delivery shall constitute an unqualified acceptance of the materials and a waiver of all claims with respect thereto. Store Owner shall not be liable for damages, and back charges will not be accepted, without prior notification, an opportunity to view and repair, replace or otherwise cure. Store Owner agrees to replace or, at Store Owner's option, repair any defective goods within a reasonable time.

If monies due Store Owner for materials which improve any real property are not timely paid, Customer assigns all monies due from the owner to Store Owner, and appoints Store Owner as its attorney-in-fact to deal with the Owner, to enter into contract settlements, or compromises to the extent of the debt due Store Owner. Customer waives any and all claims related to Store Owner's exercise of the power, including but not limited to the amount, terms, and conditions of any dealings with the owner. This right granted Store Owner is cumulative and should Store Owner not exercise the right given herein, same may not be raised as a defense by Customer.

Customers are responsible for all equipment that is rented and will be assessed charges for lost or stolen equipment. Any representative signing and accepting our equipment from your company or at your job site will be deemed to be acting as your agent and will be hereby authorized to represent your company.

Customer agrees to provide Store Owner with written notice of any changes in the ownership or form of applicant's business within five days of such change. Furthermore, in the event either the Applicant or the undersigned individually, changes their address subsequent to the signing of the application, the undersigned warrants that he/she will notify Store Owner of said address change(s) within 10 business days.

Customer hereby fully indemnifies and holds Florida Sales & Rental, Inc., dba Grand Rental Station, its Owners, employees or agents harmless from all cost, losses, claims, suits, or liability from bodily injury, death, dismemberment, or property damage related to the use, misuse or configuration of Florida Sales & Rental, Inc., dba Grand Rental Station's products. This indemnity extends to losses from any activity on or around the equipment, unless losses arise solely from Florida Sales & Rental, Inc., dba Grand Rental Station's own negligence. Customer agrees to preserve the site of any such accident or misuse.

I, we (in the event more than one person signs this guarantee), for and in consideration of the extension of credit by Store Owner or any assumed name, trade name or fictitious name under which it trades or does business, hereinafter known as Store Owner, to the Customer identified above, hereby Corporate guarantee, jointly and severally, the full and prompt payment to Store Owner of all indebtedness or other liability which the Customer at all time hereafter owes to Store Owner, together with interest and all costs of collection, including costs of enforcing this guarantee. I (we) waive diligence on the part of Store Owner in the collection of any indebtedness, and agree that Store Owner will be under no obligation to notify me (us) of the acceptance of the guarantee or any credit extended on the face of this guarantee, or of any renewals or extensions of the indebtedness. Store Owner will have the privilege of granting renewals and extensions as it may deem proper. The liability of the undersigned shall not be affected by the amount of credit requested. I (we) waive notice of nonpayment, protest, and notice of protest with respect to indebtedness covered by this guarantee. It will not be necessary for Store Owner, in order to enforce payment by me (us) of the indebtedness, to first institute suit or to pursue or exhaust its remedies against the Customer or against any other security which Store Owner may have. This is a continuing guarantee and may only be revoked if the customer serves written notice of said revocation by certified mail, return receipt requested, upon Store Owner at the above indicated address. A revocation will not affect any of my (our) obligations under this guarantee with respect to indebtedness incurred pursuant to the guarantee, nor will it affect any obligation of any other guarantor signing this guarantee. If this guarantee is signed by more than one persons, suit may be brought against the guarantors, jointly and severally, and against any one or more of them, less than all, without impairing the rights of Store Owner, its successors and assigns, against the others of the guarantors; and Store Owner may compromise and settle with any one of the guarantors for the sum of or sums as it may see fit and release any of the guarantors from all further liability to Store Owner for the indebtedness without impairing the right of Store Owner to demand and collect the balance of the indebtedness from others of the guarantors not so released.

We the undersigned jointly and severally, personally and unconditionally guarantee payment of any amounts not paid when due by the company under the attached Sales/Rental Credit Account Application. This is not a limited guarantee. This guarantee extends to any and all past, present and future unpaid balances owed by the company being a part of the Sales/Rental Credit Account Application whether or not said amounts owed arise from the Sales/Rental Credit Account Application or other credit extended to the company by Store Owner prior to the execution of the master credit application or otherwise extended from Store Owner. The liability of the undersigned shall be affected by the discharge of the release of the indebtedness liability or obligation of the company purchasing goods or services. In the event any amount is not paid under the contract or Sales/Rental Credit Account Application, the undersigned agree(s) to pay all costs of collection including a reasonable attorney's fee at trial and appellate levels and 12% interest on the unpaid balance. Further, the undersigned agrees that Hardee County, Florida will be the proper venue for any such legal action and agree to submit to proceedings supplemental to judgment in Hardee County, Florida. This guarantee can only be revoked in writing and only if actually received by Store Owner. Any modification to this guarantee must be in writing signed by all parties hereto. We hereby agree to waive any right to a jury trial pursuant to the Waiver Agreement located in the attached Sales/Rental Credit Account Application. The undersigned agree and waive head of household wage exemption for disposable weekly income in excess of \$500.00 as permitted under Florida Statute 222.11.

To Secure payments and performance of all obligations, Applicant hereby grants Store Owner a Purchase Money Security Interest in all inventory, equipment, and goods distributed by Store Owner, whenever sold, consigned, leased, rented, or delivered, directly or indirectly, to or for the benefit of Applicant by Store Owner, wherever located, now owned and hereafter acquire. The security interest extends to all repossessions and returns; and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Store Owner's security interest is explicitly to outstanding obligations between Store Owner and Applicant.

Store Owner shall have the right to change, modify or amend any of the terms of this Agreement (including adding new terms) upon written notice of such change, modification, amendment or addition to Customer. The effective date of the change, modification, amendment or addition shall be as stated in the written notice. Customer's consent to any changes, modification, amendment or addition shall not be required, but Customer shall be deemed to have consented thereto upon the placing of orders with Store Owner following receipt of such notice.

Unless otherwise specified herein, any notices or communications permitted or required or required to be given hereunder shall be in writing and shall be given by hand delivery, by overnight courier, by regular U.S. mail, or by U.S. certified mail, postage prepaid, return receipt requested, addressed set out on the first page of the Credit Application and Agreement or such other place as the parties may from time to time designate in writing in accordance with this paragraph. Notice given by hand, by overnight courier, or by U.S. certified mail shall be effective upon receipt (or receipt refused). Notices given by regular U.S. mail shall be effective three (3) days after deposit in the U.S. mail.

Customer hereby certifies that the information provided on the Credit Application and Agreement (the Sales/Rental Credit Account Application and this Sales/Rental Credit Account Agreement are together referred to herein as this "Agreement") is correct and complete and acknowledges and agrees that Store Owner will rely on this information for current and subsequent extensions of credit. Customer authorizes Store Owner at any time and from time to time to conduct an investigation of Customer's credit history or available funding information, by obligation credit reports on Customer or any individuals listed on the Agreement (including personal guarantors) through credit reporting agencies of Store Owner's choice, and/or by making inquiries to Customer's trade creditors, vendors, banks, and other lenders as to Customer's credit standing for reference purposes and hereby authorizes any such credit reporting agency, trade creditor, vendor, bank and other lender to release credit or funding information to Store Owner (whether during or after the initial credit evaluation process, including after any default in payment or during collection activity or litigation) based on a photocopy hereof. Customer understands that Store Owner's decision to grant or deny credit may be based in whole or in part on information obtained in this investigation. Customer agrees that it shall immediately notify Store Owner by hand delivery, by overnight courier or by U.S. certified mail, postage prepaid, return receipt requested, of any changes of ownership, officers, or form in which the business operates, and that any failure to do so shall not affect or impair certified mail, postage prepaid, return receipt requested, of any changes of ownership, officers, or form in which the business operates, and that any failure to do so shall not affect or impair in any way Store Owner's enforcement of the terms hereof.

These terms are binding on the Parties, their successors, and permitted assigns.

The unenforceability or individually of any one or more provisions, clauses or sentences of this entire document shall not render any other provision, clause or sentence herein contained unenforceable or invalid.

Customer, after due and diligent inquiry, warrants the following: (a) that all information provided in this application is true and correct; (b) if the Applicant is other than an individual, that entity is valid, existing, and in good standing with the State of Florida, (c) neither the Applicant nor the undersigned, individually, is in default on any other credit obligations; and (d) or rental. Customer warrants that the information contained in this credit application is given to Store Owner for purposes of inducing Store Owner to extend credit to Customer, and Customer agrees Store Owner would not extend credit hereunder but for the accuracy and validity of the information herein contained.

This Agreement contains the entire agreement between the parties and may not be modified or amended except in writing and signed by both Store Owner and Customer. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. This Agreement may not be assigned by Customer without the prior written consent of Store Owner, which may be withheld in Store Owner's sole discretion. Any assignment not in accordance with the foregoing shall be void.

This Application is being signed by the undersigned personally, if a proprietorship, and if Applicant's business form is other than a proprietorship, the undersigned is signing in his/her individual capacity as well as his/her representative capacity, and agrees, individually, personally and as representative of applicant, to be bound by all terms and conditions herein.

Upon acceptance and signing of the application and the issuance of credit on behalf of Customer, Customer agrees to abide by the credit policies of Store Owner, as is in effect from time to time.

By: _____
Authorized Signature

Name: _____
Printed or Typed Name of Signatory above

Title: _____
Title of Signatory above

Date: _____
Month/Date/Year signed