



Please send application to:

Sales Rep Name & #: _____

Email address: creditapplications@neffcorp.com

Fax: 305-507-9783

Phone: _____

APPLICATION FOR CREDIT

TO ENSURE PROMPT PROCESSING OF APPLICATION, PLEASE PRINT LEGIBLY OR TYPE

DATE: _____

The following information is submitted as a basis for extension of credit by NEFF RENTAL LLC, all hereinafter referred to as NEFF. Additional rental locations are located in: Alabama, Arizona, California, Colorado, Florida, Georgia, Louisiana, Nevada, North Carolina, South Carolina, Tennessee, Texas, Virginia and Maryland.

I. BUSINESS INFORMATION - Full Legal Name and Address of Business:

NAME OF FIRM _____

Corporation Government Partnership LLC Sole Proprietorship

ADDRESS - PROVIDE BOTH BUSINESS AND PO BOX ADDRESS

BUSINESS ADDRESS: _____ SUITE: _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

PO BOX: _____ CITY _____ STATE _____ ZIP _____

PHONE () _____ FAX NUMBER: () _____ STANDARD IND. CODE (SIC-4 DIGITS) _____

DIVISION (DBA) OF: _____ MONTHLY STATEMENT? YES NO

TYPE OF BUSINESS: _____ HOW LONG IN BUSINESS: _____ ARE YOU LISTED IN D&B? YES NO

AP CONTACT: _____ EMAIL ADDRESS: _____

DO YOU USE ANY OTHER TRADE NAME? _____ DO YOU REQUIRE A PURCHASE ORDER? YES NO

CONTRACTOR'S LICENSE NO. _____ FEDERAL TAX ID. #: _____

II. OWNERSHIP INFORMATION (Personal, Officer, V/P, Partner, Member or Municipal Contact information:

OWNER OR PRESIDENT: _____ SOCIAL SECURITY NO. _____

HOME ADDRESS: _____ CITY _____

STATE _____ ZIP _____ HOME PHONE _____

PARTNERSHIP OR V/P: _____ SOCIAL SECURITY NO. _____

HOME ADDRESS: _____ CITY _____

STATE _____ ZIP _____ HOME PHONE () _____

III. COMMERCIAL TRADE REFERENCES:

<u>COMPANY</u>	<u>COMPLETE ADDRESS</u>	<u>TELEPHONE OR EMAIL ADDRESS</u>	<u>CONTACT PERSON</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

IV. BANK REFERENCE:

<u>BANK and BRANCH</u>	<u>ACCOUNT NUMBER and TYPE</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
_____	_____	_____	_____

V. TAX REQUIREMENTS (Tax will be charged if you fail to provide a valid certificate):

TAX EXEMPT: YES NO IF TAX EXEMPT, PLEASE ATTACH COPY OF SALES & USE TAX EXEMPT CERTIFICATE

VI. INSURANCE REQUIREMENTS/OPTIONS (Charges will be made if you fail to provide a valid certificate):

DO YOU HAVE PHYSICAL DAMAGE COVERAGE FOR THE RENTAL EQUIPMENT? YES NO

(IF YES, YOU MUST ATTACH INSURANCE CERTIFICATE INDICATING SUFFICIENT PHYSICAL DAMAGE COVERAGE OR LOSS DAMAGE WAIVER WILL BE CHARGED)

DO YOU HAVE LIABILITY INSURANCE COVERAGE? YES NO (A CERTIFICATE OF INSURANCE MUST BE ATTACHED TO VERIFY SUFFICIENT COVERAGE.)

VII. NEFF RENTAL TERMS AND CONDITIONS:

The Credit Applicant named above ("Applicant"), hereby applies for credit terms with NEFF RENTAL, LLC ("NEFF"), and, in consideration for the extension of credit by NEFF, the Applicant and Guarantor(s) further expressly agree that any and all such extension of credit by NEFF shall be on the following terms and conditions, which terms and conditions Applicant and Guarantor acknowledge(s) and agree(s) are incorporated into any and all subsequent contracts, rental contracts or agreements entered into by and between NEFF and Applicant, regardless of whether such subsequent contracts, rental contracts or agreements are actually signed by or on behalf of Applicant:

- (1) Extension of credit is at sole discretion of NEFF, which may, without cause, terminate this Agreement, suspend the issuance of credit, and/or decline to issue further credit at any time. NEFF shall, in its sole discretion, establish a credit limit for Applicant, which NEFF may at its discretion either increase, decrease or withdraw at any time.
- (2) Payment terms are net 10 days from date of invoice, unless a shorter period is stated on the invoice. A finance charge of 1.5% per month shall accrue from the date of the invoice(s) on any and all amounts not paid on time. NEFF reserves the right, in its sole discretion and without notice, to recover some or all equipment on rental to Applicant in the event that one or more invoice(s) is not paid within 10 days of the date of the invoice. **Payment to NEFF shall not be contingent upon Applicant receiving payment from its customer or any other source.** All payments are due and payable at the location identified in the invoice(s) regardless of where the equipment was delivered, picked up or utilized by Applicant or others. Any and all payments received shall be applied first to any then-accrued interest, and then next to the oldest invoice to Applicant. In the event Applicant has multiple accounts or sub-accounts with NEFF, Applicant shall designate the account or sub-account to which payment is to be applied, failing which designation NEFF may apply same as NEFF deems appropriate.
- (3) Purchase orders issued by Applicant and accepted by NEFF are effective solely for the purpose of identifying the equipment/items ordered, and the terms and conditions set forth herein as well as the rental documents issued by NEFF shall control over any inconsistent or contrary terms and conditions of any such purchase orders, regardless of whether such rental documents are actually signed by or on behalf of Applicant.
- (4) The extension of credit and this agreement shall be governed by the laws of the State of the NEFF office from which the equipment was rented. Applicant shall pay NEFF for all attorneys' fees and costs incurred in the collection of any sums due, both pre-suit and in any subsequently filed action and/or appeal. **Applicant and NEFF expressly and specifically waive any right to trial by jury in any such action. Applicant further irrevocably waives any privilege to be sued in the county of its residence, and expressly agrees and consents to venue in the county of the NEFF office from which the equipment was rented.**
- (5) NEFF may file Notice to Owner/Preliminary Notice on any job, and Applicant agrees to promptly furnish all information as requested.
- (6) NEFF is authorized to investigate Applicant's credit, and may make inquiry of Applicant's current and past banks/lending institutions and Applicant's other creditors, including submitting to them inquiries in the form determined by NEFF.
- (7) This Agreement, and all obligations thereunder shall be binding upon Applicant, its/their heirs, successors and assigns.
- (8) A facsimile, e-mail or PDF copy of this signed Application shall be deemed an original for all purposes.

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGE(S) THAT THEY HAVE REVIEWED AND UNDERSTOOD THE ENTIRE AGREEMENT AND FURTHER AGREE(S) TO BE FULLY BOUND BY THE TERMS THEREOF, AND FULLY WARRANT(S) THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT AND THAT THEY HAVE FULL LEGAL AUTHORITY TO EXECUTE SAME ON BEHALF OF APPLICANT.

Credit Applicant Name

Signed By: _____
 Its: _____
 Date: _____

VIII. PERSONAL GUARANTEE:

In consideration of NEFF's extension of credit to Applicant, the undersigned Guarantor(s), jointly and severally, personally guarantee(s) prompt and full payment and performance of all of Applicant's obligations to NEFF (both past, present and future) on the terms and conditions set forth above or on such terms as may be hereafter established by and between NEFF and Applicant including on any rental agreement(s), and agree(s) to be fully bound by the above terms and conditions as if the undersigned were the Applicant (including but not limited to the waiver of jury trial and waiver of any venue privileges), as well as payment of attorneys' fees and costs incurred by NEFF in the collection of all sums due and the enforcement of this Personal Guarantee. The undersigned waives all notice of acceptance of this guarantee, notice of extension of credit to applicant, extension of credit beyond the credit limit otherwise established by NEFF, presentment, and demand for payment on Applicant, notice of dishonor or default by Applicant. This guarantee is primary and not secondary, and shall remain in full force and effect unless and until written notice of revocation is actually received by NEFF, which revocation shall apply prospectively only to debts of the Applicant incurred after the actual receipt of the revocation. A facsimile, e-mail or PDF copy of this signed Personal Guarantee shall be deemed an original for all purposes.

Signed by: _____ Dated: _____
 _____ Witness _____
 Guarantor Name Typed or Printed

Signed by: _____ Dated: _____
 _____ Witness _____
 Guarantor Name Typed or Printed

IV. AUTHORIZED RENTERS:

We want to help control cost and reduce potential fraud. Please take a moment to identify the personnel in your company who are authorized to order rental equipment.

Name _____	Phone: _____	Mobile: _____	E-Mail: _____
Name _____	Phone: _____	Mobile: _____	E-Mail: _____
Name _____	Phone: _____	Mobile: _____	E-Mail: _____
Name _____	Phone: _____	Mobile: _____	E-Mail: _____