

IMPERIAL CRANE SERVICES, INC. **CREDIT APPLICATION**

PLEASE RETURN VIA FAX – 708-598-2313

PLEASE ANSWER ALL QUESTIONS. IF THE QUESTION DOES NOT APPLY TO YOUR BUSINESS, WRITE "N/A."

FULL LEGAL NAME: _____ D.B.A. _____

MAILING ADDRESS: _____ CITY _____ STATE _____ ZIP _____

ST. ADDRESS (IF DIFFERENT): _____ CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

COMPANY OFFICERS / PARTNERS: _____

ACCOUNTS PAYABLE CONTACT & PHONE #: _____

PLEASE CHECK ONE: CORPORATION PARTNERSHIP INDIVIDUAL

FEIN: _____ SS# (IF PARTNERSHIP OR IND.): _____

TYPE OF BUSINESS: _____ YEAR STARTED: _____ ANNUAL GROSS SALES: _____

IF INCORPORATED, WHAT STATE: _____ YEAR INCORPORATED: _____

PO REQUIRED? (CIRCLE ONE) YES NO HIGH CREDIT REQUESTED: _____

CREDIT REFERENCES (PLEASE LIST COMPANY NAME, ADDRESS, CONTACT NAME, PHONE & **FAX NUMBERS**)

1. COMPANY NAME _____ ADDRESS _____ CITY _____

STATE _____ ZIP _____ CONTACT NAME _____ PHONE # _____ FAX # _____

2. COMPANY NAME _____ ADDRESS _____ CITY _____

STATE _____ ZIP _____ CONTACT NAME _____ PHONE # _____ FAX # _____

3. COMPANY NAME _____ ADDRESS _____ CITY _____

STATE _____ ZIP _____ CONTACT NAME _____ PHONE # _____ FAX # _____

BANK INFORMATION (PLEASE LIST NAME, ADDRESS, PHONE, FAX & ACCOUNT NUMBERS)

BANK NAME _____ ADDRESS _____ CITY _____

STATE _____ ZIP _____ CONTACT NAME _____ PHONE # _____ FAX # _____

ACCOUNT # _____

BANK NAME _____ ADDRESS _____ CITY _____

STATE _____ ZIP _____ CONTACT NAME _____ PHONE # _____ FAX # _____

ACCOUNT # _____

CREDIT CARD REQUIRED (PLEASE CIRCLE ONE): **AMEX** **VISA** **MASTERCARD**

CARD NUMBER: _____ EXP DATE: _____

3 (or 4) DIGIT VERIFICATION CODE: _____ CIRCLE ONE: COMPANY CARD PERSONAL CARD

NAME ON CARD: _____

CREDIT CARD BILLING ADDRESS: _____

Credit card will be charged if outstanding balances are not paid within terms.

THE ENCLOSED TERMS AND CONDITIONS ON PAGE 2 MUST BE SIGNED & RETURNED BEFORE WE CAN CONTINUE TO PROCESS THE CREDIT APPLICATION AND YOUR ORDER.

THIS FORM IS GOOD FOR ORDERS TAKEN FOR BOTH IMPERIAL CRANE SERVICES, INC. AND J. MOONCOTCH CRANE RENTAL & CONSTRUCTION, INC.. PLEASE CONTACT YOUR SALESPERSON WITH ANY QUESTIONS REGARDING YOUR ORDER.

IMPERIAL CRANE SERVICES, INC.

CREDIT APPLICATION

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TERMS AND CONDITIONS

The terms and conditions set forth shall apply with respect to all transactions between the Credit Applicant hereinafter ("Lessee") and Imperial Crane Services, Inc., and/or J. Mooncoch Crane Rental & Construction, Inc. (hereinafter referred to as "Lessor.")

1. **NO OTHER AGREEMENT:** Except as otherwise mutually agreed in writing, these terms and conditions make up the complete agreement of the parties.
2. **TERMS OF PAYMENT:** Full payment for all charges is due upon billing. Terms of payment are 30 days net, unless specified otherwise. If payment is not made within 30 days of work performed, interest of 1.5% per month shall be added for each month, or part thereof that the amount due remains unpaid. If it becomes necessary to undertake legal action to collect moneys due, Lessee shall be responsible for all costs thereto, including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Lessor and Lessee agree that venue for any and all court action regarding this agreement shall take place in Bridgeview, Illinois. Lessor reserves the right to refuse payment by check or draft. If a check or draft accepted by Lessor is returned by the drawer's bank unpaid for whatever reason, Lessee agrees to pay Lessor an additional \$25.00 as a service charge for the costs incurred by Lessor to collect the funds stated in the returned check or draft. Lessee authorizes Lessor to pre-authorize and bill the final and/or interim charges to the credit card listed on the Credit Card Payment Authorization form. If Credit Card Authorization Form has not been submitted, Lessor authorizes Lessee to bill the credit card listed on Page 1 of the Credit Application, if payment is not received within terms.
3. **MECHANIC'S LIENS:** Lessee, as an inducement to Lessor to deliver services agreed upon, hereby expressly represents to Lessor that Lessee has not done, and will not do, either directly or indirectly, anything whatsoever which has, or will have the effect of releasing, waiving or surrendering the Mechanic's Lien rights of Lessor to the property to be improved. No waivers of Lien for services shall be required of Lessor until the same shall have been fully paid for. Upon demand by Lessor, Lessee shall be obligated to immediately furnish Lessor with all necessary legal descriptions and all other relevant information necessary for Lessor to perfect a Mechanic's Lien. Lessee agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by Lessor in securing Lessor's Mechanic's Lien rights in the event of default by the Lessee to pay according to the terms stated in Paragraph 2 thereof.
4. **EXCUSE OF PERFORMANCE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or material or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, fire, and other casualty and all other cases beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage. Lessee hereby waives all claims against Lessor for any delay or loss of materials by reason of any shutdown or failure of the equipment for any reason.
5. **DELIVERY:** Lessee shall have an agent on the job site to sign for receipt of services performed. If services are cancelled day of job, or when equipment and/or operator has arrived on jobsite, Lessor reserves right to invoice for cancellation and/or show-up charges.
6. **RELEASE OF CREDIT INFORMATION:** Lessee authorizes the investigation of their credit information. The release of credit information is authorized whether such information is of record or not. Lessee releases Lessor and all persons, agencies, agents, employees, firms, companies, or parties affiliated with Lessor from any damages resulting from providing such information. This authorization is valid for thirty (30) days from the date of signature below.

Please read the above terms and conditions and do not hesitate to ask us about any of them if you should have any questions or do not understand them.

GUARANTY AGREEMENT

IN CONSIDERATION OF THE EXTENSION OF CREDIT GRANTED BY THE LESSOR, THE UNDERSIGNED DOES HEREBY UNCONDITIONALLY GUARANTY PAYMENT OF WHATEVER AMOUNT THE CREDIT APPLICANT, NAMED ON THE FIRST PAGE OF AGREEMENT HEREOF, SHALL AT ANY TIME BE OWING TO THE LESSOR ON ACCOUNT OF GOODS AND SERVICES HEREAFTER PERFORMED, WHETHER SAID INDEBTEDNESS IS IN THE FORM OF NOTES, BILLS, OR OPEN ACCOUNT. THIS SHALL BE AN OPEN AND CONTINUING GUARANTY AND SHALL CONTINUE IN FORCE NOTWITHSTANDING ANY CHANGE IN THE FORM OF SUCH INDEBTEDNESS OR RENEWALS OR EXTENSIONS GRANTED BY THE LESSOR, WITHOUT OBTAINING ANY CONSENT THERETO, AND UNTIL EXPRESSLY REVOKED BY WRITTEN NOTICE FROM LESSOR TO LESSEE AND ANY SUCH REVOCATION SHALL NOT IN ANY MANNER AFFECT LESSEE'S LIABILITY AS TO ANY INDEBTEDNESS CONTRACTED FOR PRIOR THERETO. THE UNDERSIGNED GUARANTOR FURTHER AGREES TO PAY ALL EXPENSES, INCLUDING, BUT NOT LIMITED TO, COLLECTION AGENCY FEES, COURT COSTS, ATTORNEYS' FEES PAID OR INCURRED BY LESSOR IN COLLECTION OF ANY OR ALL AMOUNTS OWED THEM BY THE CREDIT APPLICANT OR IN ENFORCING THIS GUARANTY AGREEMENT.

THIS GUARANTY SHALL BE A CONTINUING, ABSOLUTE AND UNCONDITIONAL GUARANTY AND SHALL BE ENFORCEABLE BY THE LESSOR.

ALL DILIGENCE IN COLLECTION OR PROTECTION AND ALL PRESENTMENT, DEMAND, PROTEST, AND/OR NOTICE AS TO ANYONE OR EVERYONE, OR DISHONOR AND DEFAULT AND OF NONPAYMENT AND OF THE CREATION AND EXISTENCE OR ANY AND ALL GUARANTEED DEBTS AND OR ANY AND ALL EXTENSIONS OF CREDIT AND INDULGENCE HEREUNDER, ARE EXPRESSLY WAIVED.

THE LIABILITY OF THE UNDERSIGNED GUARANTOR(S) SHALL BE JOINT AND SEVERAL. PAYMENT FROM THE GUARANTOR OR MONEYS DUE AND OWING AS A RESULT OF THE GUARANTY AGREEMENT SHALL BE DUE UPON DEMAND BY THE LESSOR.

THIS FORM MUST BE SIGNED BY COMPANY OFFICER(S) OR ALL PARTNERS.

X _____ PRINT NAME: _____ DATE: _____

X _____ PRINT NAME: _____ DATE: _____

X _____ PRINT NAME: _____ DATE: _____

SIGN INDIVIDUALLY

THIS CREDIT APPLICATION WILL NOT BE COMPLETE UNTIL ALL PAGES ARE FILLED OUT COMPLETELY AND SIGNED.