

CREDIT APPLICATION AND AGREEMENT

<input type="checkbox"/> New Applicant Account	<input type="checkbox"/> Credit Update	BGES Sales Rep	Website	Date
Applicant Information Required				
Company Name		Year Established		FEIN
Applicant Contact		DUNS		Contractor License #
Phone	Fax	County		
Physical Address		City	State	Zip
Billing Address		City	State	Zip
Accounts Payable Contact		Phone	Email	
<input type="checkbox"/> We elect to receive invoices/statements via email		Email Address for Invoice/Statement		
PO Required <input type="checkbox"/> No <input type="checkbox"/> Yes				
Tax Requirements: Tax fees WILL be charged until a Valid certificate is provided				
Tax Exempt <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please provide a signed and dated exempt certificate				
Type of Business: W-9 provided <input type="checkbox"/> No <input type="checkbox"/> Yes				
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other _____				
Primary Officers				
Name		Title	Phone	
Residential Address		City	State	Zip
Name		Title	Phone	
Residential Address		City	State	Zip
Trade References (Minimum of three) Required				
Company		Phone	Fax	
		Email		
Address	City	State	Zip	Account Number
Company		Phone	Fax	
		Email		
Address	City	State	Zip	Account Number
Company		Phone	Fax	
		Email		
Address	City	State	Zip	Account Number
Company		Phone	Fax	
		Email		
Address	City	State	Zip	Account Number
Bank Reference Required				
Bank	Contact	Phone		

Insurance Requirements

Applicant must provide proof of insurance coverage for rented or leased equipment with a limit high enough to cover all equipment rented from BGES at any point in time. If no current proof of insurance is provided, applicant will be charged the optional insurance Loss Damage Waiver plan on each rental contract. See attached Requirements package for insurance coverage amounts and loss payee.

Personal Guarantee of Payment Optional

In consideration of the extension from time to time of credit and/or other financing accommodations by B&G Equipment and Supply, LP to:

Business Name/ Legal name of Debtor

The undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally guarantee(s) the full, prompt and faithful payment of any and all indebtedness of Debtor to B&G Equipment and Supply, LP now owning or hereafter incurred, including, without limitation, the prompt payment as specified therein of each and all notes, checks, drafts, conditional sales agreements, retail installments contracts, security agreements and other obligations of every kind and description, made signed, drawn, accepted, endorsed or guaranteed by Debtor of with respect to which the Debtor is in any other manner is obligated to B&G Equipment and Supply, LP.

The undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally further guarantee(s) the full, prompt and faithful performance by the Debtor of and all terms, conditions and covenants required to be performed by the Debtor under any instrument or obligation or indebtedness described herein.

It is agreed that:

1. This is a continuing guarantee.
2. This guarantee shall be binding upon the undersigned's heirs, executors, administrators, successors and assigns.
3. The undersigned expressly waive(s) presentment, demand protest, or notice of any kind and hereby consent(s) to any extension of time of payment, renewal or modification of an instrument of obligation or indebtedness referred herein.
4. This guarantee included, without limitation, the guaranteeing by the undersigned of the full, prompt and faithful payment of the amount of any damage or deficiency suffered or incurred by B&G Equipment and Supply, LP by reason of any default by Debtor in connection with any instrument or obligation or indebtedness as described in the first paragraph hereof, and the full, prompt faithful payment of all costs and expenses incurred by B&G Equipment and Supply, LP in the enforcement of this guarantee.
5. No amendment refinancing extension or transfer of any instrument, obligation, or indebtedness as aforesaid, or waiver or variation of any terms and conditions thereof, or changed in the time or amount of payment due thereunder, will affect the liability of the undersigned guarantee.

In witness thereof, this guarantee has been signed and sealed by the undersigned on the date as indicated

X _____
Guarantor Signature

Date

Printed Name of Guarantor

Social Security #

Residential Address

City

State

Zip

X _____
Co-Guarantor Signature

Date

Printed Name of Co-Guarantor

Social Security #

Residential Address

City

State

Zip

X _____
Witness Signature

Date

Printed Name of Witness

Terms & Conditions Required

Our credit terms are Net 30. A 1.5% finance charge will be added to each invoice not paid within terms. There will be a \$35.00 fee on all returned checks. Applicant hereby applies to B&G Equipment and Supply, LP (BGES) for credit and specifically consents to investigating Applicant's credit history and authorizes the release of its bank account information. If credit is extended, Applicant acknowledges that BGES requires payment upon receipt of invoice. Invoices are considered past due at 31 days. In the event of failure to timely pay any invoice, Applicant agrees to pay a service charge to BGES on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and collection costs and/or attorney's fees in an amount that is not less than 25% of the outstanding balance owed. At the discretion of BGES, any account with a delinquent balance may be placed on a cash basis at any time, and the equipment picked up without notice. Additionally, BGES reserves the right to pursue remedies available to it under the party's contracts at law or in equity. Applicant agrees to be bound by the terms and conditions as set forth in BGES' standard form of Rental and Sales Agreement, or similar document, in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement, regardless of whether or not the agreement is executed by an authorized representative of Applicant. BGES reserves the right to file preliminary notices for work completed in states where these notices are required by state law in order to protect our lien rights.

Applicant agrees that BGES' Master Terms & Conditions as included within this Credit Application shall be applicable for all rentals and sales. However, BGES reserves the right and hereby notifies Applicant and Guarantor(s) that it may revise its Master Terms & Conditions from time to time which Master Terms & Conditions are available for review at BGES' website, bgequipmentsupply.com. Said Master Terms & Conditions contained within the website shall be applicable for all rentals and purchases made by Applicant, commencing upon the next business day after the website Master Terms & Conditions have been revised. The undersigned certifies the information above is true and correct; is being submitted for the purposes of and will be relied upon by BGES in determining whether to extend credit to Applicant. Applicant agrees to send BGES written Notice, by certified mail, return receipt requested, of any changes in the ownership of Applicant within five (5) business days of such change, which Notice shall be sent to the attention of BGES Birmingham office. An executed copy of this Credit Application, submitted by fax or other electronic means, shall be considered sufficient and valid and shall be deemed an original for the purpose of becoming effective and binding Applicant and those whose signature appear thereon. By our signature(s) below I/we acknowledge that I/we have read and fully understand the terms and conditions contained in the credit application.

Must be signed by Officer(s), Owner(s), Member(s), or Partner(s)

X _____	_____	_____	_____
Authorized Signature	Date	Printed Name	Printed Title

X _____	_____	_____	_____
Authorized Signature	Date	Printed Name	Printed Title



Terms. Customer's rental of Equipment and/or purchase of Supplies is conditioned upon Customer's agreement with these Master Terms and Conditions. All of the Master Terms and Conditions herein are incorporated into this and all future rentals (collectively, the "Contract(s)") between BGES and Customer, upon Customer's receipt of the Equipment and/or Supplies under the Contract(s). Any terms or provisions in Customer's purchase order or other Customer document inconsistent with, or in addition to, those contained in these Master Terms and Conditions shall be void. "**Customer**" is identified on the Contract(s) hereof and includes any of its representatives, agents, officers, or employees and anyone signing the Contract(s) on their behalf. "**Equipment**" is the rental equipment and/or services identified on the Contract(s) hereof, together with all replacements, repairs, additions, attachments, and accessories thereto and all future Equipment rented. "**Site Address**" is the location that Customer represents the Equipment will be located during the Rental Period and is identified on the Contract(s) hereof. "**Store**" is the BGES store location identified on the Contract(s) hereof. "**BGES**" is B&G Equipment and Supply, L.P. and its respective officers, directors, employees, and agents. "**BGLLC**" is Brasfield & Gorrie, L.L.C. and its respective officers, directors, employees, and agents. Customer rents the Equipment from BGES pursuant to the terms of the Contract(s). Customer shall pay BGES the rental rates (including any minimum rental on the Contract(s) hereof) and other charges described herein when due, return the Equipment to BGES as required herein, and otherwise comply with these Master Terms and Conditions. Customer may also purchase "**Supplies**" from BGES, in addition to the rental of Equipment. Unless invoiced items are designated as Supplies, the Equipment: (a) is leased to Customer under a true lease; (b) is and shall remain the personal property of BGES; and (c) shall not be affixed to any other property.

Permitted Use. Customer agrees that BGES has no control over the manner in which the Equipment or Supplies are operated by Customer or any third party. Customer represents and warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions, and is suitable for Customer's intended use; (b) any apparent agent of the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes BGES to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify BGES if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from BGES all information needed or requested regarding the operation of the Equipment; (e) BGES is not responsible for providing an operator or other training unless Customer specifically requests in writing and BGES agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("**authorized individuals**" being those who are properly trained and certified, if required, to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in, or with the Equipment and all federal, state, and local laws, permits, and licenses, including, but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

Trailer Hitch Use. Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving BGES's premises. Customer also agrees to inspect the Equipment at a minimum of every one hundred (100) miles and to maintain the coupling and chain in a safe and secure condition. BGES is not liable for damage to Customer's bumper or automobile done by detachable hitches.

Prohibited Use. Customer shall not: (a) remove any operational or safety instructions; (b) re-rent, lease, assign, or otherwise transfer the Equipment or its rights under the Contract(s) without BGES's prior written consent; (c) move the Equipment from the Site Address without BGES's prior written consent; (d) allow the Equipment to be operated by those who are not authorized individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties); (d) use the Equipment in a negligent, unsafe, illegal, unauthorized, or abusive manner; or (e) allow publication (in print, audiovisual, or electronic mediums) of any image or depiction of the Equipment without BGES's prior written consent.

Maintenance. Customer shall perform daily maintenance on the Equipment, including daily inspections and maintenance of fuel, fluids, oil levels, grease fittings, safety adjustment, filters, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may be performed by BGES, but BGES has no responsibility during the Rental Period to inspect or perform any maintenance or repairs, unless Customer requests such service. If Equipment becomes unsafe or in disrepair, Customer agrees to discontinue use and notify BGES and agrees not to use the Equipment until inspected by BGES. If BGES determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "**Ordinary Wear and Tear**" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Ordinary Wear and Tear does not include corrosion caused by dust, debris, moisture, contact with hazardous materials, or other environmental exposure that damages the Equipment. BGES has the right to enter and inspect the Equipment wherever located. Customer has the authority to and hereby grants BGES the right to enter the physical location of the Equipment for the purposes set forth herein. BGES shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for BGES's breach of the Contract(s). If Customer breaches the Contracts(s), BGES shall have no obligation to stop the Rental Period, commence repairs, or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.

No Warranties. BGES does not design or manufacture the Equipment or Supplies and is not the agent of the parties that do. **EXCEPT FOR BGES'S OBLIGATION TO MAINTAIN THE EQUIPMENT IN GOOD WORKING ORDER PRIOR TO CUSTOMER RENTAL, BGES DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SUPPLIES, THEIR DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE SUPPLIES AND EQUIPMENT ON AN AS IS, WHERE IS BASIS, WITH ALL FAULTS, AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST BGES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND**

RELEASES BGES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE, OR ANY DEFECT OR FAILURE THEREOF, OR A BREACH OF BGES'S OBLIGATIONS HEREIN.

Customer Liability. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY, AND OPERATION OF, AND FULL RESPONSIBILITY FOR, THE EQUIPMENT AND SUPPLIES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES, AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING, AND UNLOADING. "Incident" is any fine, citation, theft, accident, casualty, loss, injury, death, or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall: (a) immediately notify BGES, the police (if necessary), and Customer's insurance carrier(s); (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, unless the surrounding premises or the Equipment is in an unsafe condition, in which case Customer shall secure and maintain the Equipment in the safest condition possible following the Incident, until BGES or its agents investigate; (c) immediately submit to BGES copies of all police or other third-party reports; and (d) unless Customer has obtained the Damage Waiver outlined below, pay BGES the rental rate for Equipment until the repairs are completed or the Equipment is replaced plus (i) the current fair market value on the date of the Incident, as reasonably determined by BGES, if the Equipment is lost or destroyed ("lost" being when the Equipment's location is unknown); or (ii) the full cost of repairs of the damaged Equipment. Accrued rental charges shall not be credited against or otherwise counted towards these amounts. BGES shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

Release and Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, DEFENDS (WITH COUNSEL REASONABLY SATISFACTORY TO BGES), RELEASES, AND HOLDS BGES AND BGLLC AND THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HARMLESS, FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE (INCLUDING LOSS OF USE THEREOF) TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH: (i) THE USE, POSSESSION, OR CONTROL OF THE EQUIPMENT (DURING THE RENTAL PERIOD) OR SUPPLIES; OR (ii) BREACH OF THE CONTRACT(S), WHETHER OR NOT CAUSED IN PART BY ANY PARTY INDEMNIFIED HEREIN; PROVIDED, HOWEVER, CUSTOMER'S DUTIES HEREUNDER SHALL NOT ARISE IF SUCH INCIDENT, DAMAGE, INJURY, DEATH, CONTAMINATION, OR VIOLATION IS CAUSED BY THE SOLE NEGLIGENCE OF A PARTY INDEMNIFIED HEREIN. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE CONTRACT(S). IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of BGES's Liability. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT, EXCEPT FOR THIRD-PARTY BODILY INJURY OR PROPERTY DAMAGE DUE TO BGES'S ACTS OR OMISSIONS, BGES'S LIABILITY UNDER THE CONTRACT(S) SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THE CONTRACT(S) FOR THE APPLICABLE EQUIPMENT.

Insurance. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverages: (a) general liability insurance of not less than \$1,000,000 per occurrence with a \$2,000,000 general aggregate, including coverage for Customer's contractual liabilities assumed herein, such as the release and indemnification clause contained above; (b) property insurance against loss by all risks to the Equipment (including loss of use thereof), in an amount at least equal to the actual cash value of the Equipment, unless the Damage Waiver is elected and paid for; (c) worker's compensation insurance as required by law with limits no less than \$500,000 each accident and disease (each employee and policy limit); (d) automobile liability insurance (including comprehensive and collision coverage, a hired and non-owned vehicle endorsement, and uninsured/underinsured motorist coverage), in the amount of \$1,000,000 combined single limit; and (e) excess or umbrella liability of no less than \$2,000,000 per occurrence and general aggregate. If Customer rents crane equipment, as designated on the rental invoice, Customer shall maintain excess or umbrella liability insurance of not less than \$5,000,000 per occurrence and general aggregate. If Customer hauls, moves, relocates, or otherwise transports any Equipment from the Site Address, Customer shall notify BGES before doing so and shall maintain cargo insurance to cover damage to or loss of cargo with limits of \$100,000 per occurrence or an amount not less than the replacement value of the Equipment, whichever is greater. Customer shall be responsible for all deductibles under these policies. All policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation in favor of BGES and BGLLC, name BGES and BGLLC as additional insureds (except for Workers Compensation insurance) and loss payees, and Customer shall provide at least thirty (30) days prior written notice of any cancellation or material change in such insurance. General liability additional insured endorsement CG 20 34 07 04 (or equivalent) applies. Any insurance that excludes boom damage or overturns is a breach of the Contract(s) and shall not be accepted. If the value of the Equipment being rented exceeds the "leased or rented" items limit on the Customer's equipment policy, the Equipment must be scheduled and any failure to do so is a breach of the Contract(s). Customer shall provide BGES with certificates of insurance evidencing the coverages required above prior to any rental and any time upon BGES's request. To the extent BGES or BGLLC carries any insurance, BGES's and BGLLC's insurance will be considered excess insurance. **THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE OR LIMIT CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION, OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE. IF CUSTOMER MAINTAINS GREATER LIMITS THAN THOSE REQUIRED HEREIN, THEN THESE LIMITS SPECIFIED SHALL NOT RESTRICT THE AMOUNT OF RECOVERY AVAILABLE TO BGES, AND THE LIMITS SPECIFIED ABOVE AS THE MINIMUM LIMITS ARE INCREASED TO THE GREATER LIMITS.**

Damage Waiver. If Customer has purchased the "Damage Waiver," as reflected on Customer's rental invoice or delivery ticket, and the Equipment is lost, stolen, damaged, or destroyed, then Customer's repair or replacement responsibility is modified by this Damage Waiver, and BGES shall assume all risk of damage to the equipment, except for the following risks assumed by Customer: (a) theft or malicious mischief, if not promptly

reported (no later than 48 hours after Customer has knowledge thereof) to BGES and local police by Customer (Customer shall provide to BGES a copy of the Police Report on all losses covered under this Damage Waiver within twenty-four (24) hours of receipt from the investigating authority); (b) loss, damage, or theft of breakers, hammers, and hammer attachments; (c) loss or damage resulting from overloading, exceeding rated capacity, submerging, striking overhead lines or objects, misuse, abuse, or improper servicing or operating of the Equipment; (d) any corrosion or tire or track damage; (e) damage incurred during an illegal act by Customer; (f) damage caused by an operator who is not properly qualified or authorized; (g) damage to cranes, long-reach excavators and excavators seventy thousand (70,000) pounds and greater, boomlifts of eighty (80) feet or greater, hoists, pumps, water trucks, and highway approved vehicles; and (h) damage otherwise caused by Customer's gross negligence or intentional, reckless, or malicious misconduct. In the event of any loss and/or damage to the Equipment covered by the Damage Waiver, Customer shall be responsible for a deductible contribution of the greater of \$500 or 5% of the loss and/or damage to the Equipment, provided such contribution shall not exceed \$5,000. **THIS DAMAGE WAIVER IS NOT THIRD-PARTY LIABILITY INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BGES, BGLLC, OR OTHERS ARISING OUT OF POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY. THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER.** BGES shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage, or destruction to the Equipment covered by this Damage Waiver. Customer shall cooperate with; assign BGES all claims and proceeds arising from such loss, theft, damage, or destruction; execute and deliver to BGES whatever documents are required; and take all other necessary steps to secure in BGES such rights.

Rental Rates. The total rental charges specified in the Contract(s) are estimated based upon Customer's representation of the estimated Rental Period identified on the Contract(s) hereof. Weekly and monthly rental rates shall not be prorated. Customer is responsible for (a) all rental rates, fees, license, taxes, and governmental charges based on Customer's use of the Equipment; (b) delivery and pickup costs to and from the Store; (c) maintenance, repairs, and replacements to the Equipment as provided herein; (d) fees for lost keys; (e) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover BGES's direct and indirect costs of refueling the Equipment)); and (f) fines for use of dyed diesel fuel in on-road Equipment.

Payment. Customer shall pay all amounts due, without any offsets, in full at the time of rental of the Equipment or purchase of the Supplies, unless BGES approves Customer's executed credit application. Credit customers must pay within thirty (30) calendar days after receipt of BGES's invoice. Customer must notify BGES in writing of any disputed amounts, including credit card charges, within fifteen (15) calendar days after the receipt of the invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At BGES's discretion, BGES may apply any payment(s) to satisfy delinquent balances first, and any interest accrued thereon; place any credit account with a delinquent balance on a cash basis; require deposits; and/or the Equipment may be picked up without notice. BGES, at its own discretion, may revert all charges to a daily rate if monthly statements or invoices are not paid on due dates. Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law may be assessed on all delinquent accounts until paid in full. Deposits are only required to be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes BGES to charge the credit card all amounts shown on the Contract(s) and charges subsequently incurred by Customer, including but not limited to loss of or damage to the Equipment and extension of the Rental Period.

Return of Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours or until Customer obtains a Pick-Up Number. BGES may terminate the Contract(s) for any reason upon twenty-four (24) hours' written notice. At the end of the Rental Period, the Equipment shall be returned to BGES in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period shall continue until BGES confirms, no later than forty-eight (48) hours (not including Saturdays or Sundays) after Customer returns the Equipment to the Store or obtains a Pick-Up Number, that the Equipment is returned in the condition required herein. If BGES notifies Customer within forty-eight (48) hours that the Equipment is not returned in the condition required, the Rental Period shall continue until repairs to the Equipment have been completed. If BGES delivered the Equipment to Customer, Customer shall notify BGES that the Equipment is ready to be picked up at the Site Address and obtain a "pick-up" number from BGES evidencing such call ("**Pick-Up Number**"), which Customer should keep as proof of the call. Once a Pick-Up Number has been issued, the Customer agrees to discontinue use and place equipment in a secure location that can be easily accessed by the driver from BGES. Multiple attempts to pick up Equipment because of Customer's failure to provide access to such Equipment may result in additional pickup charges. No pickups occur on Saturdays or Sundays. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours.

Default. Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of the Contract(s); (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk, if BGES, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon BGES's demand; (f) re-rents, leases, assigns, or otherwise transfers the Equipment or its rights under the Contract(s) without BGES's prior written consent; or (g) is in default under any other contract with BGES. If a Customer default occurs, BGES shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of BGES's costs, including reasonable costs of collection, court costs, and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted. BGES shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BGES FOR SUCH REPOSSESSION.**

Governing Law & Jury Trial Waiver. The validity, interpretation, and performance of the Contract(s) and any related tort claims shall be governed by the laws of the State of Alabama, without giving effect to its conflict of laws principles. **TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THE CONTRACT(S), THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THE CONTRACT.**

Sale of Supplies and/or Equipment. Prices on BGES's website, catalogs, or in BGES's quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within ten (10) calendar days from the date of issue, unless otherwise noted by BGES in

writing. Price extensions, if made, are for Customer's convenience only and they, as well as any mathematical, stenographic, or clerical errors, are not binding on BGES. Prices shown do not include any sales, excise, or other governmental tax or charge payable by BGES to any federal, state, or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price and Customer shall reimburse BGES for any such tax or provide BGES with an acceptable tax exemption certificate. All prices and other terms provided to Customer shall be kept confidential except to the extent Customer is required by law to disclose the same. If the Contract(s) identifies any Supplies and/or Equipment that is to be purchased by Customer, BGES sells and delivers such Supplies and/or Equipment to Customer on an "AS IS, WHERE IS" basis with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to BGES of the full purchase price of the Supplies and/or Equipment. BGES retains title to the Supplies and/or Equipment until Customer has paid in full. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the Supplies and/or Equipment must be agreed to in writing by BGES and may result in a price and delivery adjustment by BGES. No credit for supplies returned by Customer shall be given without BGES's written authorization. All returns are subject to a restocking charge. Customer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from BGES under these Master Terms and Conditions except in accordance with applicable export laws and regulations of the U.S. Further, a Customer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

Delivery of Supplies. When Supplies are delivered to Customer in BGES vehicles, the F.O.B. point shall be the Site Address. In all other cases, the F.O.B. point shall be the Store, and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Customer. Title and risk of loss shall pass to Customer at the applicable F.O.B. point. All claims for shortage of goods or for the loss or damage to goods as to which BGES has the risk of loss shall be waived unless Customer, within ten (10) calendar days after receipt of the short or damaged shipment, gives BGES written notice fully describing the alleged shortage or damage. Partial shipments are permitted in BGES's discretion.

Miscellaneous. The Contract(s), together with any Customer-executed credit application, personal guaranty, rental invoice(s), and/or delivery ticket(s), constitutes the entire agreement of the parties regarding the Equipment and/or supplies and may not be modified except by written amendment signed by the parties. The parties expressly and irrevocably agree that if any provision of the Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. Customer's obligation hereunder shall survive the termination of the Contract(s). Headings are for convenience only. A photo, fax, or scanned copy of the Contract(s) shall be valid as the original. Any failure by BGES to insist upon strict performance of any provision of the Contract(s) shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing the Contract(s) represent that: (a) they both have full authority to execute, deliver, and perform the Contract(s); and (b) the Contract(s) constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.

(Company Name)

Signature: _____

Print: _____

Title: _____

Witness: _____



EQUIPMENT
AND SUPPLY

Verification of Deposit

Requestor Name: B&G Equipment and Supply

Requestor Address: 2748 Mary Taylor Road. Birmingham, AL 35210

Remittance Email: bgesar@brasfieldgorrie.com

Reason: Credit Application

Applicant Company Name: _____

EIN Tax ID: _____

Account Owners Name	Account Number	Account Type (Checking or Savings)

Applicant hereby applies to B&G Equipment and Supply, LP(BGES) for credit and specifically consents to investigating Applicant's credit history and authorizes the release of its bank account information.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Completed by Bank

Account Number	Account Type	Date Open	Average Balance	Account Status	NSF

Completed by:

Bank Name: _____

Bank Representative: _____

Date: _____

****Please send completed application to bgesar@brasfieldgorrie.com**



REQUIREMENTS - STANDARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
MM/DD/YY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT'S NAME ADDRESS CITY, STATE, ZIP CODE	CONTACT NAME: AGENCY CONTACT NAME AND NUMBER
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED YOUR COMPANY NAME ADDRESS CITY, STATE, ZIP CODE	INSURER(S) AFFORDING COVERAGE INSURER A : ABC INSURANCE COMPANY INSURER B : GHI INSURANCE COMPANY INSURER C : DEF INSURANCE COMPANY INSURER D : JKL INSURANCE COMPANY INSURER E : MNO INSURANCE COMPANY INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	INSERT POLICY NUMBER	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	INSERT POLICY NUMBER	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLLISION DEDUCTIBLE \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	INSERT POLICY NUMBER	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	INSERT POLICY NUMBER	MM/DD/YY	MM/DD/YY	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	CONTRACTOR'S EQUIPMENT	X	X	INSERT POLICY NUMBER	MM/DD/YY	MM/DD/YY	LEASED/RENTED EQUIPMENT LIMIT 250,000*(MIN) XXX,XXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B&G Equipment and Supply, L.P. and Brasfield & Gorrie, L.L.C. are additional insureds on general liability, automobile liability, and umbrella/excess liability, and loss payees on contractor's equipment. General liability endorsement CG 20 34 07 04 (or equivalent endorsement) applies. Coverage provided is primary and non-contributory with the additional insureds' own insurance. Waivers of subrogation are required for all coverages. B&G Equipment and Supply, L.P. will receive 30 days written notice prior to any policy being canceled or non-renewed.

*CONTRACTOR'S EQUIPMENT LIMIT IS PER OCCURRENCE.

CERTIFICATE HOLDER B&G Equipment and Supply, L.P. 2748 Mary Taylor Road Birmingham, AL 35210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Insurance Agent's Signature</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.