



MODERN LIFT. INC.

6080 S. MASTERSON AVE.
TUCSON, AZ. 85706

Phone: (520) 882-6380
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CREDIT APPLICATION/APPLICANT AGREEMENT

You, the applicant are applying for credit from Modern Lift, Inc. ("Modern") for the purpose of obtaining rentals, products and/or services from Modern. Applicant understands and expressly agrees that the information provided on the front and back of this credit Application and any financial statements provided to Modern is being provided for the purpose of obtaining credit. Applicant further understands that Modern is relying upon the accuracy of this information. Applicant, therefore, represents and warrants that the information provided is true and complete. Applicant further understands and agrees that Applicant has an on-going affirmative duty to notify Modern on immediately of any material change in Applicant's financial status and any change in the information provided herein. Where the word "Applicant" is used it includes the undersigned.

THIS APPLICATION MUST BE COMPLETED AND SIGNED IN ITS ENTIRETY. THIS APPLICATION MAY BE TRANSMITTED BY FAX OR OTHER ELECTRONIC MEANS (E.G., PDF), AND ALL SUCH SIGNATURES SHALL BE FULLY BINDING AS IF THEY WERE ORIGINAL SIGNATURES. BOTH SIDES OF THIS APPLICATION MUST BE TRANSMITTED.

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Applicant Name (Company Legal Name)		Telephone	Fax
Physical Address	City	State	Zip
Billing Address	City	State	Zip
Description of Business	Contact:	E-Mail Address	
Annual Sales	In Business Since	Number of Employees	
BUSINESS STRUCTURE	Corporation <input type="checkbox"/>	Limited Liability Company <input type="checkbox"/>	Partnership <input type="checkbox"/>
	Sole Proprietorship <input type="checkbox"/>		
	If a division or subsidiary, name of Parent Corp: _____		
If incorporated, date of incorporation: _____		and state of corporation: _____	
LICENSING INFORMATION	Contractors License No.	State	Federal Tax No.
	Bond Co.	Bond No.:	SIC Code:
COMPANY PRINCIPAL(S)	Name	Title	% of Ownership
	Birthdate		SSN
	Home Address	City	State
	Zip		
COMPANY PRINCIPAL(S)	Name	Title	% of Ownership
	Birthdate		SSN
	Home Address	City	State
	Zip		
HAS THE FIRM OR ANY OF ITS PRINCIPALS EVER FILED BANKRUPTCY?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
		DATE: _____	

THIS APPLICATION COVERS ALL CURRENT AND FUTURE PURCHASES, RENTALS AND SERVICES. BY SIGNING BELOW OR ACCEPTING ANY MATERIALS, VEHICLES, SERVICES AND/OR EQUIPMENT, EVEN IF THIS APPLICATION OR CONTRACT IS NOT SIGNED, APPLICANT AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, RENTAL OUT CONTRACT(S), EQUIPMENT SALE INVOICE(S)/ORDER(S), AND/OR WORK ORDER(S)/SERVICE ESTIMATE(S).

AUTHORITY TO CONFIRM INFORMATION AND OBTAIN CREDIT REPORTS

Applicant hereby expressly authorizes Modern Lift to contact any parties listed herein and to verify any information contained in this Credit Application. If any of the information provided herein is believed by Modern Lift to be untrue, Applicant hereby agrees that all of Applicant's obligations to Modern Lift, or held by Modern Lift, shall become immediately due and payable in full to Modern Lift without any notice or demand whatsoever from Modern Lift, Inc. being required. The Applicant hereby waives any privacy of credit information rights or regulations. The Applicant hereby expressly consents to allow Modern Lift to obtain a consumer report or reports, as defined in the Fair Credit Reporting Act, on the Applicant as deemed necessary by Modern Lift, and hereby expressly instructs any consumer reporting agency to provide Modern Lift with a consumer report or reports on the Applicant. The Applicant intends to use this information to, among other things, evaluate the credit worthiness of the Applicant whether as a principal in the transaction or as a guarantor, and to evaluate the collectability of any debt owed to Modern Lift by the Applicant in any capacity whatever. **PLEASE SEE REVERSE SIDE FOR ADDITIONAL TERMS AND IMPORTANT INFORMATION REGARDING ARI'S POLICY ON DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION.**

FOR VALUE RECEIVED AND IN CONSIDERATION FOR ARI EXTENDING CREDIT TO THE APPLICANT, THE INDIVIDUAL EXECUTING THIS APPLICATION BELOW HEREBY AGREES, REPRESENTS, AND WARRANTS THAT: (A) S/HE IS AUTHORIZED TO DO SO ON BEHALF OF THE APPLICANT; (B) ALL INFORMATION CONTAINED IN THIS APPLICATION IS A TRUE, COMPLETE, AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF THE APPLICANT; (C) APPLICANT AGREES TO ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS APPLICATION; AND (D) AN ELECTRONIC (E.G., PDF) OR FACSIMILE COPY OF THIS APPLICATION SHALL BE VALID AS THE ORIGINAL.

Print Applicant Name: _____ Print Authorized Officer's Name: _____ Date: _____
Authorized Officer's Signature: _____ Print Authorized Officer's Title: _____

PERSONAL GUARANTY

In consideration for Modern Lift extending credit to the Applicant, the undersigned hereby personally and unconditionally guarantees to Modern Lift the Prompt payment of any and all money due and owing to Modern Lift by the Applicant and further personally and unconditionally guarantees the full prompt and faithful performance by the Applicant of any and all terms, covenants and conditions of any agreement between Applicant and Modern Lift. To the fullest extent permitted by law, the undersigned hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies. This guarantee is a continuing obligation of the undersigned and may be revoked for future indebtedness only by notifying Modern in writing via certified or registered mail.

Print Name _____ Signature _____ Date _____

MODERN LIFT, INC.

6080 S. MASTERSON AVE.
TUCSON, AZ. 85706

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BANK REFERENCES	Name		Branch Location		Telephone	
	Checking Account No.			Savings Account No.		
	Loan Balance \$		Business <input type="checkbox"/>	Personal <input type="checkbox"/>	Secured By	
TRADE REFERENCES (Open Accounts Only)	1. _____		_____		_____	
	Firm Name, Address and Telephone Number		Contact Name		Fax Number/Email Address	
	2. _____		_____		_____	
Firm Name, Address and Telephone Number		Contact Name		Fax Number/Email Address		
3. _____		_____		_____		
Firm Name, Address and Telephone Number		Contact Name		Fax Number/ Email Address		
Any of your employees, agents (apparent or actual), affiliates or related entities will be presumed to have authority to rent equipment on your behalf unless you provide Modern Lift with advance written notice to the contrary.						
DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION						
THE UNDERSIGNED EXPRESSLY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT THE INFORMATION GIVEN IS TRUE, COMPLETE, AND CORRECT AND FURTHER AGREES TO ALL TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE SIDE HEREOF.						

Are purchase orders required? Yes ___ No ___

Names of Authorized Personnel who can charge on account: _____

(i) GENERAL TERMS

- (A) By completing this Application, Modern Lift is not agreeing to extend credit to Applicant but is considering whether to allow Applicant to purchase or rent equipment on an open account from Modern Lift. All such purchases and rentals are made subject hereto unless other terms are expressly agreed to, in writing, between Applicant and Modern Lift.
- (B) If Applicant disputes the equipment rental, the charge therefore, and/or the validity or correctness of any transactions Applicant has with Modern Lift Applicant must notify Modern Lift in writing of the dispute, including details thereof, within 10 days of learning of the dispute. If Applicant fails to notify Modern Lift of any dispute within the 10 day time period, Applicant shall be deemed to have accepted the transaction as satisfactory and to have voluntarily waived any such dispute or claim.
- (C) Applicant and guarantor(s), jointly and severally, hereby agree to pay any and all fees and costs, including attorney's fees and fees paid to collection agencies, incurred by Modern Lift in enforcing the terms and provisions of this Agreement and/or in collecting any money owed to Modern lift. Applicant understands and agrees that Modern Lift has no obligation to extend credit to Applicant and that Modern Lift in its sole and absolute discretion, may terminate the extension of any account accommodations or credit to Applicant at any time for any reason or for no reason whatsoever. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(j) PAYMENT TERMS

- (A) All amounts charged by the Applicant will be due 10 (TEN) DAYS FROM DATE OF INVOICE or as specified on invoice. A FINANCE CHARGE will be imposed on any balance of the account that is not paid by the last day of the month in which the account becomes due. Applicant will incur NO FINANCE CHARGE if the account is paid in full by the last day of the month in which the account becomes due. The amount of the FINANCE CHARGE is computed on the last day of each month by multiplying the unpaid balance of the invoices which are due, after deducting payments and/or credits during the month, by a periodic rate of one and one half percent (1 ½ %) per month, or the highest legal rate permitted by law, whichever is lesser. The corresponding NOMINAL ANNUAL PERCENTAGE RATE is eighteen percent (18%) per year.
- (B) Payment must be made to Modern Lift, Inc., 6080 S. Masterson Ave., Tucson, AZ 85706, prior to the last day of the month in which the account becomes due to avoid a FINANCE CHARGE. MODERN LIFT INC may at its option, require its Applicants to enter into a security agreement at the time of purchase. MODERN LIFT is to retain title to and obtain a security interest in the property purchased until the amount charged for the property has been paid in full. Personal guarantees may be necessary on corporate, partnership, or proprietorship accounts. Applicant acknowledges and represents that any and all equipment or parts sold or rented, or service work performed shall be used for business purposes only, and not for personal, family or household purpose. A service charge of up to \$25.00 will be applied to each returned check. Account(s) 60 days old will be placed on C.O.D. This credit application will governed by the laws of the state in which the equipment is rented.

- (m) A service charge of up to \$25.00 will be applied to each returned check. Account(s) sixty (60) days past due may be suspended at Modern's discretion.
- (n) Nothing herein shall be construed as an extension or a waiver of any due date of any amounts payable by Applicant, or authorization of payment of charges on an installment basis.