



6 N. Milpas St., Santa Barbara, CA. 93103
 (805) 963-1987 Fax (805) 963-2818
 www.milpasrentals.com

BUSINESS CREDIT APPLICATION

DATE OPENED _____	DATE APPLICATION RECEIVED _____
CREDIT LIMIT _____	OFFICE USE --- DO NOT WRITE IN THIS BOX
ACCOUNT NO _____	

Name of Business _____ Business Tel # _____

Division/Subsidiary/Business Unit of: _____

Business Street Address _____ FAX # _____

City _____ State _____ Zip _____

Previous Address (If changed in last 12 months) _____

City _____ State _____ Zip _____

Billing Address (if different) _____

City _____ State _____ Zip _____

YOUR PURCHASING POLICIES

WILL "PURCHASE ORDERS" BE REQUIRED? YES _____ WRITTEN _____ VERBAL _____ NO _____

WILL "JOB NUMBERS" BE REQUIRED? YES _____ WRITTEN _____ VERBAL _____ NO _____

WHO WILL BE AUTHORIZED TO SIGN ON THIS ACCOUNT? I/We agree to accept all charges made by authorized persons. The following persons are authorized to sign on this account: *(Please include the person signing this application and identify by asterisk (*) who, other than that person, has authority to modify this list.)*

Name	Position	Pager/cellular	Driver's License #	State

IF MORE ROOM IS NEEDED FOR EMPLOYEE LIST PLEASE USE BACK OF THIS FORM

For your protection and ours, we have a firm policy of declining anyone not on the list. Customer is solely responsible for updating the list of authorized persons.

INFORMATION ON BUSINESS AND ITS OWNER(S) OR OFFICERS

Legal Form of Business: Corporation ____ Partnership ____ Proprietorship ____ Tax ID # _____

Type of Business: _____ Year started: _____

(If applicable) Contractor's License #: _____ State: _____ Expires: _____

Web address (if applicable): _____

Owner/Officer's Name _____ Title _____

Home Address _____ Telephone _____

City _____ State _____ Zip _____

Driver's License # _____ State _____ Soc. Sec. # _____

Email address: _____

Owner/Officer's Name _____ Title _____

Home Address _____ Telephone _____

City _____ State _____ Zip _____

Driver's License # _____ State _____ Soc. Sec. # _____

Email address: _____

BANK REFERENCES

Bank Name: _____ Account No.: _____

Address: _____ City: _____ State: ____ Zip: _____

Telephone No.: _____ Commercial? ____ Personal? ____

Bank Name: _____ Account No.: _____

Address: _____ City: _____ State: ____ Zip: _____

Telephone No.: _____ Commercial? ____ Personal? ____

TRADE REFERENCES (3 required)

Company Name: _____ Address: _____

City: _____ State: ____ Zip: _____ Telephone: _____

Contact Name: _____ Acct. # _____ FAX No.: _____

Company Name: _____ Address: _____

City: _____ State: ____ Zip: _____ Telephone: _____

Contact Name: _____ Acct. # _____ FAX No.: _____

TRADE REFERENCES (continued)

Company Name: _____ Address: _____
City: _____ State: _____ Zip: _____ Telephone: _____
Contact Name: _____ Acct. # _____ FAX No.: _____

TERMS

We bill by Statement sent on the first of each month. Payment is due within thirty (30) days. We do not offer a discount for early payment. Accounts are delinquent after thirty days. A service charge of 1-1/2% (minimum \$1.50) is added to the unpaid balance every 30 days. Accounts that become 60 days past due will be put on a cash (COD) basis. If the account becomes 70 days past due, it will be sent to a collection agency unless satisfactory arrangements for prompt payment are made. If sent to collection, Customer will be responsible for all "past due" amounts, late charges, collection fees, attorney fees and court costs. All such charges must be paid before Milpas Rental Inc. will consider re-establishing credit. An account that is not used for 24 months will be treated as inactive and closed.

Milpas automatically adds 8% to each invoice for the "Equipment Protection Plan". It is NOT optional. You may, however, avoid this charge by providing evidence of suitable insurance including General Liability, Automobile Liability for owned and non-owned vehicles and Equipment/Physical Damage coverage for Rented Equipment with a limit showing the replacement cost of the equipment rented. If interested, please request details of required insurance. EPP will not be waived until Milpas' requirements are met.

Customer is responsible for assuring that its employees are properly trained to operate the equipment rented from Milpas Rental Inc.

Milpas Rental Inc. requires that the job location and approximate length of rental be given each time equipment is rented. Anyone authorized to rent from Milpas must also have a valid California Driver's License.

STATEMENT OF ACCURACY AND AUTHORIZATION TO CHECK CREDIT HISTORY

This information is furnished for the purpose of obtaining credit and is warranted to be true, complete and accurate. We hereby authorize Milpas Rental Inc. to investigate the references listed relating to my/our credit and financial responsibility and to check our credit history.

If this application is made as an individual, a proprietorship or as a small, closely held corporation, I/we hereby authorize Milpas Rental Inc. to check my/our individual credit history in connection with a business transaction involving Milpas Rental Inc. Milpas Rental, Inc. may require Personal Guarantees from corporate officers.

If credit is extended by Milpas Rental Inc., I/We agree to the terms and conditions contained herein.

Authorized Signature: _____ Title _____

Print Name _____ Date _____



BANK REFERENCE RELEASE
(One for each bank on application)

Bank Name: _____

Address: _____

City/State: _____

Attn: Accounting Supervisor

In connection with my application for Business Credit, I (we) give Milpas Rental Inc. permission to inquire about the ____ Commercial and/or ____ Personal bank accounts identified below:

Checking Account # _____

Savings Account # _____

I am aware my signature may be sent by fax or as a copy of this authorization.

Print Individual/Company Name

Date

Authorized Signature

RENTAL AGREEMENT GUARANTY

THIS RENTAL AGREEMENT GUARANTY (the "Guaranty") is made by the undersigned Guarantor ("Guarantor"), with respect to the obligations of the "**CUSTOMER**" ("Customer") under all "Rental Agreements" (collectively, the "Leases") entered into between Customer and **MILPAS RENTAL** ("Lessor").

1. GUARANTEE OF PERFORMANCE. Guarantor unconditionally guarantees to Lessor the full, punctual, and faithful performance by Customer of all of Customer's obligations under the Leases, including without limitation the obligation to pay all rent and all other charges required to be paid by Customer under the Leases. If Customer fails when due to pay any said sum or to render any other performance required of Customer thereunder, then Guarantor forthwith shall pay all amounts then due and shall perform all provisions of said Leases, and shall pay all damages that may result from the nonperformance thereof by Customer. Guarantor's liability hereunder is primary, and Lessor at its option may proceed directly against Guarantor without having taken or commenced any action or obtained any judgment against Customer.

2. GUARANTOR'S WAIVERS. Guarantor waives any right (including any such right arising under any provision of California law, including but not limited to California Civil Code section 2845) to require Lessor to: (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any of the terms of payment of rent or other amounts owing under the Leases, default by Customer or any other guarantor or surety, any action or nonaction taken by Customer, Lessor, or any other surety of Customer; (b) proceed against any person, including Customer, before proceeding against Guarantor; (c) proceed against any collateral for the payment of amounts owing under the Leases, including collateral pledged by the Customer, before proceeding against Guarantor; (d) apply any payments or proceeds received against amounts due or becoming due under the Leases in any order; (e) give notice of the terms, time, and place of any sale of any collateral held by Lessor pursuant to the Uniform Commercial Code or any other law governing such sale; or (f) pursue any remedy or course of action in Lessor's power whatsoever. Guarantor further hereby waives (i) any disability or other defense of Customer, any other guarantor or surety or any other person; (ii) the cessation from any cause whatsoever, other than payment in full, of the obligations owing by the Customer under the Leases; (iii) any act of omission or commission by Lessor which directly or indirectly results in or contributes to the discharge of Customer or any other guarantor or surety, or the loss or release of any collateral by operation of law or otherwise; (iv) any statute of limitations in any action under this Guaranty or the Leases; and (v) any right to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of set-off, counterclaim, counter-demand, recoupment or similar right, whether such claim, demand or right may be asserted by Customer, any Guarantor, or both. Guarantor further agrees that Lessor and Customer hereafter may modify or amend each and every Lease without the consent of Guarantor, and that the obligations of Guarantor hereunder shall extend to the Leases as so amended.

3. MISCELLANEOUS. Guarantor hereby expressly subordinates any claim Guarantor may have against Customer, upon any account whatsoever, to any claim that Lessor may now or hereafter have against Customer under the Leases. This Guaranty shall bind the undersigned, and its successors and assigns. If any action at law or in equity is commenced to construe or enforce the terms of this Guaranty or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees therein, all costs and fees of any appeal thereof, and all costs and fees of any action to enforce any such judgment rendered therein. Guarantor agrees that this Guaranty is made and executed under and shall be construed in accordance with the laws of the State of California, and consents to the jurisdiction of the courts of the State of California, and agrees that the exclusive venue for all actions hereunder shall be the Superior Court in and for Santa Barbara County, California. This Guaranty (a) represents the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous understandings regarding such subject matter, whether oral or written; and (b) may not be modified or amended, except by a written instrument executed after the effective date of this Guaranty by the party sought to be charged by such modification or amendment.

Printed Name of Guarantor

Signature of Guarantor

Date

Name of Customer: _____

Account Number: _____

Address: _____

City: _____ State: _____

Address and Telephone No. of Guarantor:

Telephone No.: (____) _____