

**CREDIT APPLICATION AND AGREEMENT**

**DITCH WITCH MIDWEST**  
124 N. Schmale Road  
Carol Stream, IL 60188

**RENTALS PLUS**  
124 N. Schmale Road  
Carol Stream, IL 60188

\*\* Please Check appropriate location boxes above\*\*

Firm or Individual Name: \_\_\_\_\_ SIC Code: \_\_\_\_\_ FED. ID No.: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Ship to: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PO Used? Yes  No

Business Organization:  Individual  Partnership  Corporation State of \_\_\_\_\_ Resale # \_\_\_\_\_

No. of years in business: \_\_\_\_\_ Type of business: \_\_\_\_\_ Credit Requested \$ \_\_\_\_\_

**OWNERS/PRINCIPALS**

Name(s) Principal(s)	Home Address	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**BANK REFERENCE**

Name of bank	Acct. #	Officer handling account
Address of bank		Phone Number

**TRADE SUPPLIERS**

Name	Address	Phone Number/Fax Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

The CUSTOMER certifies the above credit information is correct and authorizes Ditch Witch Midwest and Rentals Plus (hereinafter, collectively referred to as "COMPANY") to check credit worthiness on both the business and owners with the above indicated bank and suppliers and credit reporting agencies upon request. The CUSTOMER hereby applies for an open account with the above companies, agrees to be bound to the terms on the reverse side of this agreement and hereby acknowledges that the terms on the reverse side are a part of this Agreement and receipt thereof. A signed facsimile copy shall be binding between the parties.

Date	Officer's Signature	Title
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**PERSONAL GUARANTY**

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon COMPANY, by Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases. A signed facsimile copy shall be binding between the parties.

Signature	Print Name	Home Address
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CREDIT TERMS

For the purpose of inducing the extension of credit from Ditch Witch of Illinois, Inc., an Illinois corporation doing business as Ditch Witch Midwest, Progressive Leasing Company an Illinois corporation doing business as Rentals Plus and/or any of their affiliates, subsidiaries, divisions, related or parent companies ("COMPANY") to the business entity or individual(s) identified above, the undersigned ("CUSTOMER") represents and warrants that the statements made and information contained herein and on the reverse side hereof, including any attachments submitted herewith and any future financial information submitted are complete, correct and true, with the intent that strict reliance be placed thereon as the basis for the extension and continuation of credit. This Credit Application shall inure to the benefit of COMPANY, and shall be binding on the estate and/or successors-in-interest of the undersigned.

The CUSTOMER acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from COMPANY and expressly disclaims any reliance upon any statements or representations made or to be made by COMPANY regarding the sale or rental of any material or equipment. The CUSTOMER also waives any liability upon COMPANY or any direct, special, or consequential damages that CUSTOMER may suffer. In the event of theft or damage to any equipment the CUSTOMER rents from COMPANY, the CUSTOMER shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of COMPANY. In the event the CUSTOMER rents any equipment, the CUSTOMER shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid and are assigned to COMPANY.

The undersigned represents and warrants that the undersigned is solvent and able to pay its debts as they become due, and that the information as set forth above and on the reverse side and/or on any attachments submitted herewith and subsequently disclose the true state of the undersigned's financial condition as of the date thereof. The undersigned agrees to immediately notify COMPANY by certified mail of any material adverse change to the undersigned's financial condition, any change in the form of ownership or identity of principals, in the event the undersigned becomes: insolvent, is unable to pay debts as they become due, becomes a party to any litigation, and in advance of any sale, encumbrance or transfer of any real property owned. Until such notice is received in hand by COMPANY, said information set forth above, on the reverse side and/or on any attachments submitted herewith is to be regarded as a continuing true and accurate statement. In addition, the undersigned agrees to submit annual financial statements to COMPANY upon request. The use of a purchase order is for the convenience of the CUSTOMER and absence of a purchase order shall not be a defense to responsibility for a charge unless the CUSTOMER does not receive the equipment, parts or service. This Agreement supersedes any preprinted terms in any purchase order.

For all items and services purchased or rented, CUSTOMER shall remit all payments due hereunder, in full, within thirty (30) days of the date of each invoice requesting such payment. Any balances remaining after the expiration of this thirty (30) day period shall accrue interest at the rate of one and one-half percent (1.5%) per month (18 percent per annum) or at the maximum rate permitted by the laws of the CUSTOMER'S principal place of business (if less than 18% per annum) following the date payment was due, as described above, and shall continue to accrue interest of one and one-half percent (1.5%) per month until paid in full. In the event legal action is instituted to enforce payment of the amount due pursuant to such extension of credit, the undersigned shall be liable for all of the obligations of "CUSTOMER" and/or "LESSOR" as applicable as specified in COMPANY'S "Terms and Conditions" which are attached hereto and incorporated herein by this reference. Notwithstanding the fact that this Credit Application has been executed in a corporate or representative capacity, each signer hereof by such signature, hereby is personally and individually responsible for payment to COMPANY of all amounts due pursuant to such extension of credit and all amounts due from the predecessor or successor, if any, of the business entities identified above, according to invoice amount and credit terms stated thereon, including interest at eighteen percent (18%) per annum on all past due amounts together with all expenses incurred by COMPANY in the enforcement or attempted enforcement of any of its rights hereunder, including all costs and reasonable attorneys' fees with or without trial, and, if applicable, upon appeal and remand. The undersigned further represents that there are no unpaid judgments, or open accounts more than ninety (90) days past due, outstanding against the undersigned and that the undersigned is not a party to any pending litigation. In instances where CUSTOMER has utilized a credit card, debit card or other similar credit account for payment(s) due or to become due COMPANY hereunder, CUSTOMER hereby expressly and irrevocably authorizes COMPANY to collect all sums due from CUSTOMER under the terms of this Agreement by charging the amounts due, to all or any of CUSTOMER's credit accounts in amounts up to the greater of (a) the maximum amount of CUSTOMER's credit account; or (b) \$50,000. Any attempts to discontinue or challenge the authority granted COMPANY hereunder, communicated by CUSTOMER to any credit facility (i.e. credit card company, bank, lending or debit card institution) shall be ineffective and non-binding upon the recipient unless accompanied by a written agreement signed by COMPANY.

The CUSTOMER appoints any representative of COMPANY as CUSTOMER's attorney-in-fact to sign and record UCC financing statement(s) to evidence CUSTOMER's transactions. To secure payment hereof, the undersigned irrevocably authorizes any attorney of any court of record to appear for it in such court in term time or vacation after default in payment hereof and confess a judgment without process in favor of COMPANY for such amount as may then appear unpaid hereon, together with costs and reasonable attorneys' fees and to waive and release all errors which may intervene in any such proceeding and consents to an immediate execution upon such judgment hereby ratifying every act of such attorney hereunder.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this Agreement and that this Agreement may not be modified except by a writing signed by each of the parties. In the event that any provision herein shall be deemed void or unenforceable, that provision shall be deemed stricken from this Agreement and the remaining provisions herein shall be binding upon the parties. The undersigned hereby grants COMPANY permission to check the references listed and authorizes COMPANY to check information regarding the undersigned's credit experience, including bank balances, loan experience, account balances, and credit reporting agency files, etc.

**ACKNOWLEDGE AND ACCEPTED:**

Company name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Please Print Name