

J.M. EQUIPMENT & TRANSPORTATION INC.
 J.S. TRUCKING INC. - J&J CRANE SERVICE, LLC
 95 RYE ST.
 BROAD BROOK, CT 06016

APPLICATION FOR CREDIT

PHONE (860) 528-2473 FAX (860) 289-1735

Customer Name (Individual or Company) _____

Physical Address _____

(d/b/a) Trade Name _____

Mailing Address _____

Phone Number _____ Fax Number _____

City, State, Zip _____

BUSINESS FACTS Corporation Partnership Proprietorship Length of Time of Business _____
 Previous Business Name _____ D & B# _____ Federal Tax ID# _____
 Have you ever filed bankruptcy? _____ If yes, when? _____

CORPORATE OFFICER / INDIVIDUAL GUARANTOR / PROPRIETOR INFORMATION (Required) Attach list if additional

Name _____ (Please Print) Title _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Social Security Number _____

E-Mail Address _____ Mobile / Pager Number _____

BANKING INFORMATION

Bank Name _____

Contact Name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Checking Account Number _____ Loan Account Number _____

ACCOUNTING INFORMATION

Purchase Order Number Required? _____ Tax Exempt? _____ Certificate of Insurance? _____
 (If yes, attach proper forms) (See back of form for details-Item #5*)

Do you require Job #'s? _____

Accounts Payable Contact _____ E-Mail Address _____ Phone Number _____ Fax Number _____

TRADE REFERENCES	City, State	Phone Number / FAX Number

Would you like to remain as C.O.D.? Yes No If Yes, please provide the following credit card information: or contact our office

TYPE: _____ Master Card _____ Visa _____ American Express _____ Discover

Account# _____

Billing Name As It Appears On Card: _____

Expiration. Date: _____ Billing Zip Code: _____ 3 Digit Code On Back Of Card: _____

CREDIT AGREEMENT

FOR AND IN CONSIDERATION OF THE EXTENSION OF CREDIT BY J.M. EQUIPMENT & TRANSPORTATION, INC., J.S. TRUCKING INC. & J&J CRANE SERVICE LLC FOR THE DATE OF THIS AGREEMENT, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

1. TO PAY ALL BILLS AS RENDERED ACCORDING TO THE TERMS OF J.M. EQUIPMENT & TRANSPORTATION, J.S. TRUCKING, INC. & J&J CRANE SERVICE LLC
2. TO PAY A SERVICE CHARGE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH ON ANY CHARGE 30 DAYS PAST DUE.
3. TO PAY ALL COST OF COLLECTION, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES IN THE EVENT THE ACCOUNT IS REFERRED TO AN ATTORNEY FOR COLLECTION.
4. TO INFORM J.M. EQUIPMENT & TRANSPORTATION, J.S. TRUCKING, INC. & J&J CRANE SERVICE LLC, IF THE EQUIPMENT (UNDER RENTAL AGREEMENT) IS MOVED TO A NEW LOCATION.
5. TO HAVE LIABILITY INSURANCE COVERAGE (MINIMUM AMOUNT \$1,000, 000, .00) ON ALL EQUIPMENT NAMING J.M. EQUIPMENT INC, J.S. TRUCKING, INC. & J&J CRANE SERVICE LLC AS LOSS PAYEE/ ADDITIONAL INSURED.
Insurance Coverage for Loss or Damage to Rental Equipment: (PLEASE CHECK ONE BOX)
 Yes- I/WE will provide now and anytime in the future upon request and insurance certificate(s) showing insurance coverage, naming Lessor as "Loss Payee" and "Additional Insured" during any and all rental periods as further provided in the rental contract with (a) full replacement cost coverage on all rental equipment and (b) General Liability and Workers Compensation.
 No- I/WE have no rental equipment insurance coverage. On this basis, all costs for Damage/Loss/Theft to persons or property will be paid directly by the Customer. I/WE understand that I still need to provide (Additional Insured) in regards to General Liability and Workers Compensation, as required.
6. **THIS IS ACKNOWLEDGED TO BE A COMMERCIAL TRANSACTION AND WAIVER OF OF PREJUDGMENT REMEDY HEARINGS: THE UNDERSIGNED PURCHASER (AND ANY GUARANTORS) AGREES AND THE PARTIES ACKNOWLEDGE THAT THIS IS A COMMERCIAL TRANSACTION AND HEREBY WAIVE ALL RIGHTS TO NOTICE AND HEARINGS UNDER APPLICABLE PREJUDEMENT REMEDY LAW, INCLUDING BUT NOT LIMITED TO, CONNECTICUT GENERAL STATUS CHAPTER 903a SECTION 52-278a TO52-278g INCLUSIVE.**
7. **CONNECTICUT LAW AND VENUE:** THE UNDERSIGNED AND PURCHASER (AND ANY GUARANTOR) AGREES THAT THIS PROPOSAL IS CONSUMMATED IN THE STATE OF CONNECTICUT AND ACCORDING THAT THE EXECUTION AND PERFORMANCE OF THIS CONTRACT SHALL BE DEEMED TO BE PRIMARILY LOCATED IN THE STATE OF CONNECTICUT AND THE PURCHASER (AND ANY GUARANTORS) SHALL BE SUBJECT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE CONNECTICUT WITH GUARANTEE OF THIS CONTRACT OF THE ENFORCEMENT THEREOF. THE PARTIES HEREBY AGREE THAT CONNECTICUT LAW SHALL GOVERN THIS TRANSACTION AND ALL DISPUTES HEREUNDER SHALL BE RESOLVED IN THE STATE OF CONNECTICUT.
8. **WAIVER OF RIGHTS TO JURY TRIAL: THE UNDERSIGNED PURCHASER (AND ANY GUARANTOR) HEREBY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS CONTRACT OR ANY GUARANTY OF THE CONTRACT.**
9. IN CONSIDERATION OF THE EXTENSION OF CREDIT TO THE CORPORATION/PARTNERSHIP THE UNDERSIGNED PERSONALLY GUARANTEES ALL THE OBLIGATIONS OF THE COMPANY UNDERTAKEN IN THIS AGREEMENT. THE UNDERSIGNED GUARANTORS HEREBY CONSENT TO ALL THE TERMS OF THIS CONTRACT AND CONSENT TO ALL WAIVERS PROVIDED FOR IN THIS CONTRACT. THE UNDERSIGNED GUARANTORS ALSO WAIVE DEMAND AGAINST THEMSELVES OR PRIOR DEMAND AGAINST THE PURCHASER IN THE EVENT OF DEFAULT.
10. THE UNDERSIGNED HEREBY AUTHORIZES OUR BANKS, LENDERS OR CREDITORS TO RELEASE ANY INFORMATION NECESSARY TO ASSIST IN ESTABLISHING A LINE OF CREDIT.
11. ALL THIS INFORMATION PERTAINS TO J.M. EQUIPMENT AND J.S. TRUCKING INC AS WELL AS J&J CRANE LLC.

BY _____
COMPANY NAME

GUARANTOR'S SIGNATURE

DATED

ITS: _____
PRINT NAME

PRINT NAME