

**Heavy Yellow Equipment, LLC**  
**80 Whitlock Place**  
**Suite 201**  
**Marietta, Georgia 30064**  
**(678) 741-8937**

**APPLICATION FOR CREDIT**

Applicant's Business Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
Business Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Federal Tax I.D. No: \_\_\_\_\_  
List any other business names or aliases used: \_\_\_\_\_  
Applicant is: Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Individually Owned: \_\_\_\_\_  
How long operating under name in which you are applying for credit: \_\_\_\_\_  
If less than three (3) years, list business/employment history for the last two (2) years  
(business/employer(s)' address): \_\_\_\_\_

Please list the name and address of any surety with whom Applicant has a current bonding relationship:

Purchase Order # required by you: \_\_\_\_\_ Sales Tax Exempt? \_\_\_\_\_ (IF EXEMPT, PLEASE ATTACH  
CERTIFICATE TO THIS APPLICATION). Exempt #: \_\_\_\_\_

**PRINCIPALS OF APPLICANT:**

1-Name of Officer, Partner, or Owner of Applicant: \_\_\_\_\_  
Title: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
2-Name of Officer, Partner, or Owner of Applicant: \_\_\_\_\_  
Title: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

**BANK, TRADE, AND PERSONAL REFERENCES:**

**Bank References:**

Bank Name: \_\_\_\_\_ City: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of Account (Checking, Savings, Loan, etc.) and Account #: \_\_\_\_\_  
Type of Account (Checking, Savings, Loan, etc.) and Account #: \_\_\_\_\_

**Trade References:**

1-Business Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
2-Business Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_

**Personal References:**

1-Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_  
2-Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_

**READ THE FOLLOWING CAREFULLY:** Applicant acknowledges that this information listed herein is in all respects complete, accurate and truthful. As an inducement to extend credit, Applicant further hereby authorizes Heavy Yellow Equipment, LLC to investigate the bank, trade and personal references for Applicant and to verify the credit and financial history for Applicant and Principal(s) with any credit reporting agency.

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All rental equipment shall remain the property of Heavy Yellow Equipment, LLC. Applicant also acknowledges that all charges by Heavy Yellow Equipment, LLC are payable upon receipt and considered past due after twenty (20) days from the invoice date and that a one and one-half percent (1½%) interest per month will be assessed on all past due balances. Applicant further agrees that if any legal proceedings are necessary to collect any past due amounts and/or as a result of the failure of Applicant to return any rental equipment owned by Heavy Yellow Equipment, LLC, Applicant agrees to pay to Heavy Yellow Equipment, LLC all costs of collection, including actual attorney's fees and expenses. Applicant also hereby agrees to be subject to the jurisdiction and venue of the State Courts of Cobb County, Georgia for any such collection efforts.

**APPLICANT UNDERSTANDS AND ACCEPTS THAT HEAVY YELLOW EQUIPMENT, LLC MAKES NO EXPRESS OR IMPLIED WARRANTIES UNLESS AS EXPRESSLY SET FORTH IN WRITING, INCLUDING BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANTABILITY FOR ANY EQUIPMENT LEASED (OR SOLD) TO APPLICANT.**

Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

### PERSONAL GUARANTY

For and in consideration of Heavy Yellow Equipment, LLC agreeing to extend credit to the aforesaid Applicant for its rental equipment whether Applicant be a corporation, partnership, individual or any other entity, the undersigned Individual Guarantor(s), jointly and severally, hereby absolutely and unconditionally guarantee prompt payment when due for any amounts owed by Applicant. The Individual Guarantor(s) each hereby expressly waive any notice of extension of credit to Applicant, presentment and demand for payment of any past due amounts owed by Applicant, notice of any further extension of credit to Applicant, notice of any extension of time or acceptance of partial payment for the rental equipment to Applicant or any other notice requirements which may be set forth in the terms, conditions and provisions in the Rental Contact and Invoices used to evidence any rentals (or purchase) by Heavy Yellow Equipment, LLC to Applicant. It is understood and agreed that the liability of each Individual Guarantor under this Guaranty shall be unlimited and the failure of Heavy Yellow Equipment, LLC to timely exercise any option hereunder shall not be deemed a waiver of any of Heavy Yellow Equipment, LLC's rights. This Guaranty is a continuing one and may only be modified, revoked or terminated by written notice to Heavy Yellow Equipment, LLC by registered or certified mail stating an effective date (not less than thirty (30) days after receipt by Heavy Yellow Equipment, LLC) of said modification, revocation or termination of the Guaranty. The Individual Guarantor(s) specifically agree(s) that no modification, revocation or termination thereof shall affect, in any manner, rights arising under this Guaranty with respect to liabilities which may have been created, contracted, assumed or incurred prior to receipt by Heavy Yellow Equipment, LLC of such written notice specifically stating the effective date as referenced above. It is understood and agreed that Heavy Yellow Equipment, LLC does not have a duty to sue or otherwise attempt to collect from Applicant prior to instituting legal proceedings against each or all Individual Guarantor(s). The Individual Guarantor(s) each agree that all accounts not paid by the Applicant when due will subject the Applicant and each Individual Guarantor(s) to payment of all costs of collection incurred by Heavy Yellow Equipment, LLC, including actual attorney's fees and expenses, plus interest at the rate of one and one-half percent (1½%) per month on any past due amounts. The Individual Guarantor(s) also agree(s) that each will be subject to the jurisdiction and venue of the State Courts of Cobb County for any such collection efforts. The Individual Guarantor(s) also each agree that this Guaranty shall bind their respective heirs, executors, administrators, or assigns.

The Individual Guarantor(s) further hereby authorize Heavy Yellow Equipment, LLC to investigate my/our credit and financial history with any credit reporting agency.

(I), (we) have carefully read, and fully and completely understand the above written information.

Individual Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Sign and Print Name)

Individual Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Sign and Print Name)