

JOBSITE SUPPLY

CONSTRUCTION IDEAS AT WORK

Applicant Company Information:

Company Name (Legal) _____
 D/B/A or Trade Name (if different than Legal) _____
 Billing Address _____
 City _____ State _____ Zip Code _____
 Phone () _____ Fax () _____
 Website _____

| |
|-------------------------|
| OFFICE USE ONLY |
| DATE _____ |
| APPV'D BY _____ |
| CREDIT LIMIT \$ _____ |
| SALESPERSON _____ |
| Classification: R G B Y |

Purchase Order Required? (Circle One) YES NO Credit Limit Requested? \$ _____
 Circle One: Proprietorship Corporation Other (Specify) _____
 Date Established _____ State Incorporated _____ Federal ID # _____
 Subsidiaries/Previous Business Name & Address _____

Identify all Owners, Partners, or Officers:

| Name | Title | Address | Phone |
|-------|-------|---------|-----------|
| _____ | _____ | _____ | () _____ |
| _____ | _____ | _____ | () _____ |
| _____ | _____ | _____ | () _____ |
| _____ | _____ | _____ | () _____ |

Identify Authorized Purchasers (REQUIRED)

1. _____
2. _____
3. _____
4. _____
5. _____

Type of Business (Circle Primary Type)

- Asphalt/Paving Flatwork Renovation/Remodel Steel/Rebar
 Government(non-profit) Masonry Home Builder Bridge/Road
 Excavating Resale/Wholesale Landscaping HVAC/Plumbing
 Foundation Roofing Electrical Mechanical Gen. Contractor
 Pre-cast Waterproofing

A/P Contact _____ Phone Number () _____ Fax () _____
 Purchasing Contact _____ Phone Number () _____ Fax () _____

Bank Reference

Bank Name _____ City/State _____ Phone No. () _____
 Account No. _____ Contact _____ Fax No. () _____

Trade References

Name _____ City/State _____ Phone No. () _____
 Account No. _____ Contact _____ Fax No. () _____
 Name _____ City/State _____ Phone No. () _____
 Account No. _____ Contact _____ Fax No. () _____
 Name _____ City/State _____ Phone No. () _____
 Account No. _____ Contact _____ Fax No. () _____

Credit Terms and Conditions

The above-named company/individual ("Applicant") is applying for credit with Jobsite Supply, and undersigned is an authorized representative of Applicant. Terms of any credit issued pursuant to this application are Net 30 days, unless otherwise stated. Applicant agrees to pay a time-priced difference charge (sometimes referred to interchangeably as "interest" or "service charge") of 1.5% per month (18% per annum) on any unpaid amounts and/or past due invoices. Upon acceptance of this application and the issuance of an open credit line, Applicant expressly agrees to abide by the credit policies of Jobsite Supply, which policies are subject to change from time to time at the sole discretion of Jobsite Supply. Applicant agrees to pay all legal expenses incurred by Jobsite Supply in enforcing this Agreement including, without limitation: reasonable attorney's fees and expenses, court costs, filing fees, and all costs of collection.

This Agreement is deemed to have been made and entered in the State of Indiana and shall be construed solely in accordance with the laws of the State of Indiana. If legal action becomes necessary, Applicant agrees that exclusive jurisdiction and venue shall be in the State Courts of Indiana located in Indianapolis, Marion County, or at the election and sole discretion of Jobsite Supply, any Court which otherwise has jurisdiction over the Applicant and/or the location of any real estate or project where materials provided by Jobsite Supply were incorporated or utilized. Applicant submits to the personal jurisdiction of such Courts and waives any defense(s) based upon jurisdiction or venue therein. Applicant further waives any right to claim incidental, special, punitive or consequential damages against Jobsite Supply and waives trial by jury.

Applicant acknowledges that it has special skill and knowledge in the selection and use of the equipment and parts to be purchased or rented from Jobsite Supply and expressly disclaims any reliance upon statements or representations made or to be made by Jobsite Supply regarding the sale or rental of any parts or equipment. Applicant agrees to provide proof of adequate liability and property damage (comprehensive) insurance in the form of a Certificate of Insurance prior to commencement of rental. Equipment and all related materials shall be insured at full value against damage or loss, including vandalism and theft. Applicant is responsible for all damages to rental items arising from the abuse and/or neglect of its employees or independent contractors. Applicant agrees to pay for repairs to damaged property or parts of said property at the regular shop rates and part charges of Jobsite Supply. In the event any rental equipment is damaged beyond repair, Applicant shall be responsible for the regular market value of the property as determined by similar sales of similar equipment by Jobsite Supply. If Applicant fails to provide Jobsite Supply with proof of insurance coverage prior to delivery of equipment, Jobsite Supply may, at its sole election, provide insurance coverage with a \$2,000.00 deductible for physical damage only and not liability coverage and may charge 10% of the rental price for said coverage. Any coverage provided by Jobsite Supply pursuant to this provision does not cover damage to equipment in Applicant's possession resulting from negligence, theft or vandalism.

Undersigned, on behalf of Applicant, hereby affirms the foregoing statements are true and correct and understands that any false information may result in cancellation of any account that may be established. Undersigned understands that Jobsite Supply will rely on these statements to judge this application; further, by signature below, undersigned authorizes Jobsite Supply to make such inquiries as it deems necessary in connection with this application, or in the course of review or collection of any payments due, which specifically includes running credit checks of any person listed above as having an interest in Applicant. By signing below, Applicant further agrees to abide by the conditions contained herein as well as those stated on Invoices, Statements of Account, and any Delivery/Return Tickets issued by Jobsite Supply.

Authorized Signature _____ Title _____
 Printed Name _____ Date _____

Must be signed and dated by an owner or officer of Applicant. A separate form may be required of corporations and LLC's.

Jobsite/Date Information Sheet
All jobsite information is required for considering credit.

Job# _____ Property Owner _____ Gen. Contractor _____

Contact _____ Phone # _____

Address _____ City _____ State _____ Zip Code _____

Job# _____ Property Owner _____ Gen. Contractor _____

Contact _____ Phone # _____

Address _____ City _____ State _____ Zip Code _____

Job# _____ Property Owner _____ Gen. Contractor _____

Contact _____ Phone # _____

Address _____ City _____ State _____ Zip Code _____

Data Information

President _____ E-Mail _____

Gen. Manager _____ E-Mail _____

Superintendent _____ Operation Manager _____

Field Operations _____

Estimating _____

Purchasing _____ E-Mail _____

Marketing _____ E-Mail _____

Sales _____

Engineering _____ Safety _____

JOBSITE SUPPLY LOOKS FORWARD TO YOUR BUSINESS AND BUILDING A PROSPOROUS RELATIONSHIP!

Personal Guaranty

Applicant Company Information:

Company Name ("Applicant") _____

Billing Address _____

City _____ State _____ Zip Code _____

Phone () _____ Fax () _____

Website _____

| | |
|-------------------------|-------|
| <u>OFFICE USE ONLY</u> | |
| DATE | _____ |
| APPV'D BY | _____ |
| CREDIT LIMIT \$ | _____ |
| SALESPERSON | _____ |
| Classification: R G B Y | |

In connection with, and in consideration for, Jobsite Supply extending credit to Applicant and/or modifying the terms of payment(s) due there from, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter the "Guarantor(s)"), jointly and severally, individually and personally guarantee the full and prompt payment or performance when due of all obligations and liabilities of Applicant to Jobsite Supply arising from the above credit application, including all present and future indebtedness, direct or indirect, joint or several, absolute or contingent, plus all costs of collection, interest or service charges and attorney's fees and expenses (hereinafter referred to collectively as the "Obligations"). It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for all such indebtedness and Obligations of the Applicant. No act or thing, except full payment and discharge of all indebtedness and Obligations due from the Applicant to Jobsite Supply, shall in any way exonerate the Guarantor(s) or modify, reduce, limit, or release the liability of the Guarantor(s) hereunder.

Guarantor(s) waive acceptance of this guaranty and further waive all notices and demands of any kind, including, but not limited to, all demands of payments and notices of default, nonpayment, presentment, protest and dishonor of any of the Obligations by the Applicant. The liability of the Guarantor(s) shall not be affected or impaired by any of the acts or things which Jobsite Supply is authorized to do, omit, or suffer from time to time, all without notice to or approval by the Guarantor(s). The Guarantor(s) further consent, without prior notice, to any subsequent extensions of credit, immaterial or material alterations to the credit terms and amendments or changes of the terms of the agreement(s) between Applicant and Jobsite Supply. Guarantor(s) understand and specifically agree that Jobsite Supply is not required to pursue the Applicant, any collateral or other obliged parties before enforcing this guaranty against any or all of the Guarantor(s).

This guaranty is a continuing guaranty of payment, and shall inure to the benefit of Jobsite Supply, its successors, and assigns, from the date hereon, and shall remain in full force and effect until the Obligations are paid in full. No delay on the part of Jobsite Supply in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver hereof. All of Jobsite Supply's rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty

This guaranty is governed by the laws of the State of Indiana. If legal action becomes necessary, exclusive jurisdiction and preferred venue shall be in the State Courts of Indiana located in Indianapolis, Marion County, or at the election and sole discretion of Jobsite Supply, any Court which otherwise has jurisdiction over the subject matter of the dispute. Guarantor(s) waive any defense based upon jurisdiction or venue therein, and waive trial by jury.

GUARANTOR: _____ SS#: _____

PRINTED NAME: _____ DATE: _____

CO-GUARANTOR: _____ SS#: _____

PRINTED NAME: _____ DATE: _____

RELATIONSHIP TO GUARANTOR: _____

WITNESS: _____ DATE: _____

PRINTED NAME: _____