

SKYTRACKER SOUTHEAST, INC.

APPLICATION FOR EQUIPMENT RENTAL AND/OR ACCOUNT TERMS

Firm Name _____ Contact Person/Title _____

Street/Shipping Address (No P.O. Boxes) _____

Billing Address (If different from above) _____

Phone Number _____ Fax Number _____

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Company Background: ___ Individual ___ Sole Proprietorship ___ Partnership ___ Corporation

DBA or Incorporation filed in what City, _____ State, _____

Year business was established _____ If Subsidiary, Name of Parent Company _____

Federal I.D. or Social Security Number _____ Resale Number _____

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Principals of the Company:

Title _____ Name _____ Phone _____

Social Security # _____ Street Address (No P.O. Boxes) _____

Title _____ Name _____ Phone _____

Social Security # _____ Street Address (No P.O. Boxes) _____

Title _____ Name _____ Phone _____

Social Security # _____ Street Address (No P.O. Boxes) _____

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Trade References (Please furnish information of 3 companies from whom you purchase or rent)

Company _____ **Address** _____

Phone _____ Acct.# _____ Contact _____ Notes _____

Company _____ **Address** _____

Phone _____ Acct.# _____ Contact _____ Notes _____

Company _____ **Address** _____

Phone _____ Acct.# _____ Contact _____ Notes _____

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Banking

Bank Name _____ Branch _____

Address _____ Phone _____

Checking Account _____ Other Accounts (Specify) _____

Bank Name _____ Branch _____

Address _____ Phone _____

Checking Account _____ Other Accounts (Specify) _____

Other Individuals Authorized to Order or Receive Equipment _____ Written PO Required

_____ Please Initial Here _____

SkyTracker Southeast, LLC.

Personal Guarantee

Must be signed by a Principal of the applicant Company if said Company is less than one year old.

I, _____, residing at _____
For and in consideration of your extending credit at my request to _____, hereby personally guarantee to you full payment of any obligation of the above named Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable indemnity for such indebtedness of the Company.

Signature _____ Date _____
Print Name _____ Title _____
Social Security Number _____

Authorized Signature

I certify that all the information on this form is correct. I understand that Open Account credit terms are Net 10 or Net 30 Interest and/or late fees will be charged on past due accounts.

Rental clients must provide a CERTIFICATE OF INSURANCE naming SKYTRACKER SE, LLC. as **LOSS PAYEE** at full replacement value of the equipment.

Proper operation and knowledge of the equipment is the responsibility of the renter. SKYTRACKER SE, LLC. is not responsible for failure of the equipment due to operator error or unfamiliarity of operation technique.

I hereby consent and authorize SKYTRACKER SE., LLC., its principals, agents, or assigns to conduct an investigation into my credit background as they deem necessary to assist them in their decision to entrust me with their property of value or to extend credit to me. I understand that information from credit reporting agencies will be used in this effort and I consent to such information being released to the above named. I understand that in the event that credit is denied, I have the right to request in writing a copy of my credit report from the credit agency.

Company Name _____ Date _____
By Signature _____ Title _____
Print Name _____

Authorization to Charge a Credit Card

If a credit card is being used as security deposit, payment guarantee, or payment of invoice.

I do hereby authorize SKYTRACKER SE, LLC. to charge against my credit card any payments up to the amount of \$_____ which are due resulting from regular business transactions including equipment rental, purchases, charges for missing and/or damaged rental equipment, and insurance deductibles not paid by my insurance company. I understand that these charges will be processed either upon my direct instruction to do so (example, to pay an invoice for rental and/or purchases), or that charges may be automatically processed in the event of above applicant Company! failures to remit payment within terms specified on invoice.

At this time we accept the following Credit Cards: __ American Express __ VISA __ Master Card

Credit Card Account # _____ Date _____
By Signature _____ Title _____
Print Name _____

Student Provision

Name of College or University _____ Dept. _____
Course Name and Number _____ Instructor _____
Title and Description of Project _____
Insurance Provided by University _____ Insurance Provided by Student _____

TERMS AND CONDITIONS

- 1.) **SkyTracker Southeast, LLC.**, hereafter referred to as SSE agrees to supply the equipment listed in this agreement as per the terms and conditions herein. Customer agrees to pay SSE for the use of the equipment and / or services as listed and as per the payment terms on the **Promotional Service Agreement.**
- 2.) SSE will not be liable for any delay in delivery and/ or performance of this agreement or in the delivery and / or installation of the items set forth in this agreement, or for any damages suffered by Customer by reason of such delay when such delay is directly or indirectly caused by or in any manner arises from, fires, floods, accidents, riots, acts of God, war, **embargos**, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond the control of SSE, including government regulations, directives, orders, and restrictions that may be in effect from time to time.
- 3.) In the event that the Customer for any reason cancels this agreement, the cash deposit may be retained as liquidated damages and SSE shall also be reimbursed for all expenses and loses incurred or suffered as a result of such cancellation.
- 4.) The Customer agrees to pay the balance due on this agreement upon delivery at location designation for installation / service and payment is to be made prior to the use of any equipment or materials unless otherwise agreed to in writing by SSE. Customer will be liable for all expenses incurred in association with collection, including but not limited to attorney fees, collection fees, and **all** cost of litigation.
- 5.) The Customer, after installation or during service, will hold SSE harmless for any damages to equipment listed that occur while at the designated location.
- 6.) In the event of foul weather, mechanical breakdown, or other circumstances beyond the control of SSE where the equipment listed on the Promotional Service Agreement is not used, substitute display date(s) will be provided by SSE as the alternative to cancellation or refund.
- 7.) The Customer will not sub-lease equipment or material provided by SSE to anyone, or any company at any time. The customer will not attempt to move, remove, or permanently attach any equipment listed on the Promotional Service Agreement without the express written consent of SSE.
- 8.) The customer is required to provide a certificate of general liability insurance of amounts not less than \$1 million dollars to cover any and all damages that may occur during the term of this agreement.
- 9.) Unless otherwise stipulated in this agreement, the Customer agrees that any illumination equipment listed on the Promotional Service Agreement will be halted no later than 12 midnight unless otherwise agreed in writing.

Customer Signature _____

Date _____

SkyTracker Southeast, LLC. 3367 West Hospital Ave., Ste. G Atlanta, Ga. 30341 (770) 457-6711 FAX (770) 457-2900

www.SkyTrackeronline.com