

Lift Works, Inc. Credit Application

600 Industrial Dr ~ St. Charles, IL 60174

AR PH: (630) 957-4317 AR FX: (630) 957-4193

Main PH: (630) 833-4626 Main FX: (630) 833-4628

Email: ar@liftworksinc.com

Complete Credit Application Form and
fax to (630) 957-4193 or
email ar@liftworksinc.com

To Lift Works, Inc: For the purpose of establishing credit with Lift Works, the undersigned Applicant furnishes the following information. Applicant represents and warrants said information is a true and correct statement of its financial condition.

COMPANY INFORMATION

BUSINESS NAME:			
INVOICE ADDRESS:	CITY	ST	ZIP
STREET ADDRESS	CITY	ST	ZIP
TELEPHONE	FAX		
EMAIL ADDRESS:			
SALES CONTACT:	PHONE:		
A/P CONTACT:	PHONE:		
INVOICES & STATEMENTS (PLEASE CIRCLE OPTION)	EMAIL	FAX	MAIL
INVOICES/STATEMENTS ATTN (email):			
RESERVATIONS/CONTRACTS ATTN (email):			
CHOICE OF PAYMENT:	Check	Credit Card	ACH
	auto charge Y or N	auto charge Y or N	
TYPE OF BUSINESS:	IND: _____	PART: _____	CORP: _____ OTHER: _____ YRS IN BUS: _____
PO # REQUIRED (Y/N):	_____	TAX EXEMPT (Y/N):	_____ If yes, state certificate is required.
FED ID#:	_____ OR	SS#:	_____ D&B #:

PLEASE LIST NAMES OF OWNERS, OFFICERS, OR THOSE RESPONSIBLE FOR PAYMENT

NAME:	_____	TITLE	_____
% OF OWNERSHIP	_____	TELEPHONE	_____
ADDRESS	_____	CITY	_____ ST _____ ZIP _____
NAME:	_____	TITLE	_____
% OF OWNERSHIP	_____	TELEPHONE	_____
ADDRESS	_____	CITY	_____ ST _____ ZIP _____

BANK REFERENCES

BANK:	_____	CONTACT	_____
ADDRESS	_____	CITY	_____ ST _____ ZIP _____
ACCT #	_____	PHONE	_____ FAX: _____

CREDIT / TRADE REFERENCES

NAME	_____	CITY	_____	ST	_____	ZIP	_____
ADDRESS	_____						
PHONE	_____	FAX	_____	EMAIL	_____		
CONTACT	_____	ACCT#	_____	YRS DOING BUSINESS:	_____		
NAME	_____	CITY	_____	ST	_____	ZIP	_____
ADDRESS	_____						
PHONE	_____	FAX	_____	EMAIL	_____		
CONTACT	_____	ACCT#	_____	YRS DOING BUSINESS:	_____		
NAME	_____	CITY	_____	ST	_____	ZIP	_____
ADDRESS	_____						
PHONE	_____	FAX	_____	EMAIL	_____		
CONTACT	_____	ACCT#	_____	YRS DOING BUSINESS:	_____		

NOTE: Application cannot be processed without credit reference fax numbers OR back side signed

CREDIT TERMS

The Customer requests that LIFT WORKS, INC. ("LIFT WORKS"), sell, rent and service equipment and parts (collectively referred to as product) on account to a limit solely determined by LIFT WORKS, in consideration of which the Customer and LIFT WORKS agree as follows:

The Customer shall pay the full amount of each invoice within ten (10) days of the invoice date. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 1.5% per month of the Customer's outstanding past due balance after deducting current payments and credits, and shall become part of the Customer's outstanding balance. In the event that the aforesaid interest rate violates any applicable law, then the interest shall be automatically reduced to the highest rate permitted by that law.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the product to be purchased or rented from LIFT WORKS and expressly disclaims any reliance upon any statements or representations made or to be made by LIFT WORKS. The Customer waives any liability upon LIFT WORKS for any reason whatsoever, for any direct, special, or consequential damages that Customer may suffer.

The warranty of LIFT WORKS on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which the Customer accepts in lieu of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise. LIFT WORKS not being the manufacturer of the equipment or parts, nor the manufacturer's agent, makes no warranty against patent or latent defects, workmanship or capacity of the product, nor warranty that the material will satisfy the requirements of any law, rule, specification or contract. In the event any liability is imposed on LIFT WORKS, said liability shall not exceed the contract price for the product purchased.

If the Customer fails to pay pursuant to the terms of this Agreement and LIFT WORKS elects to take legal action to collect this Account, the Customer shall pay all costs incurred by LIFT WORKS including, but not limited to: Attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, and bond costs. Jurisdiction and venue for any matter in dispute shall be in the Circuit Court of DuPage County, State of Illinois. Customer waives any right to a jury trial. The Customer assigns to LIFT WORKS as security for any indebtedness, incurred or to be incurred to LIFT WORKS, all of its existing or hereinafter acquired: accounts receivable, accounts, claims, general intangibles, equipment, and inventory and the proceeds thereof.

The Customer authorizes any of its employees to order product in its behalf. In the event the Customer directs LIFT WORKS to deliver any product and the Customer does not have a representative present at the time of delivery, the Customer authorizes LIFT WORKS to leave the product at the designated place of delivery. Upon said delivery, the Customer will be responsible for said product. The use of the Customer's purchase order or purchase order numbers is for the Customer's convenience and identification only. The terms of this agreement supersede the terms of any purchase order. Absence of a purchase order or purchase order number shall not nullify liability for the product purchased or rented from LIFT WORKS. In the event that the Customer rents equipment from LIFT WORKS, the terms of LIFT WORKS's standard rental agreement shall apply whether or not the Customer signs the rental agreement.

If the Customer is not a corporation or there is a change in ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the Customer sends a written notice of said change in status by Certified Mail Return Receipt Requested, upon LIFT WORKS. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all product immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives LIFT WORKS written notice by Certified Mail, Return Receipt Requested within three (3) days of delivery, the Customer waives any claim he may have against LIFT WORKS for any determinable deficiency or defect in said delivery or product and any objection he may have to the amount of the invoice. No purchase may be returned to LIFT WORKS without LIFT WORKS's approval. If LIFT WORKS approves of a return of product, Customer will incur a restocking fee of twenty-five percent (25%) of purchase price upon return of product.

LIFT WORKS'S failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse the Customer from strict performance. Time is of the essence. 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.

The Customer certifies the above credit information is correct; that the Customer is solvent; and authorizes and directs the any bank of the Customer and suppliers to verify said information and give additional requested information to LIFT WORKS upon request. The Customer agrees to be bound to the terms of this agreement. The undersigned represents that he has authority to sign this Agreement on behalf of the Customer and that a signed facsimile copy of this agreement shall be as binding as an originally signed and delivered document .

_____ (x)
DATED SIGNATURE PRINTED NAME TITLE

GUARANTY

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account including interest and attorney's fees and costs incurred to enforce collection of the account and this Guaranty, 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 LIFT WORKS., by Certified Mail Return Receipt Requested, declaring said guaranty shall not apply to future purchases. A signed facsimile copy of this Guaranty shall be as binding as an originally signed and delivered document.

Signature Print Name Home Address
(X) _____
(X) _____

FOR LIFT WORKS, INC. USE ONLY:

DATE REC	LOCATION	MANAGER APPROVAL	DATE APPROVED	CUST #	CREDIT LIMIT
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Customer Damage Waiver Protection Plan

Under **LIFT WORKS, INC.** Rental Contract you are responsible for any loss or damage to the equipment, while in your custody, except for ordinary wear and tear. Thus, leaving you vulnerable to damage claims amounting to thousands of dollars.

Lift Works, Inc. offers you a Customer Damage Waiver Protection Plan, to aid in reducing your financial exposure in this area. This Plan protects you from certain losses resulting from direct physical damage to the rented equipment, subject to a deductible of \$500, with the exception of theft which is subject to a \$5,000 deductible.

The cost of the Customer Damage Waiver Protection Plan is 14 percent (14%) of the unit rental rate, exclusive of other charges. It will be billed on your rental invoice.

Customer damage waiver is not to be construed as insurance coverage. But as assurance for certain claims relative to the physical damage of the machine.

In addition to the standard exclusions, the Customer Damage Waiver does not cover the following items:

- Loss or damage resulting from overloading the rated capacity of equipment as outlined at the time of delivery.
- Damage to tires, including flats.
- Damage due to customer neglect, misuse or carelessness.
- Loss or damage resulting from the lack of lubrication or other normal servicing of equipment, as outline at the time of delivery.
- Conditions which necessitate cleaning or external reconditioning prior to being ready for subsequent rental.
- Mysterious disappearance.

Please complete and sign below to acknowledge your acceptance of our Customer Damage Waiver Assurance Plan. As mentioned above, a 14% charge will be applied to every rental contract entered into between you and **LIFT WORKS, INC.** This agreement becomes part of each and every Rental Contact you entered into with **LIFT WORKS, INC.** This agreement will remain in force until canceled by either party in writing.

Company: _____

Authorized Representative: _____

Position: _____

Date: _____

Lift Works, Inc.

Authorized Representative: _____

Date: _____

Lift Works, Inc.

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AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Company Name _____ Customer Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate credit and, if necessary, debit entries and adjustments for any credit entries in error to my (our):

(select one)

- Checking Account or
- Savings Account

indicated below, at the depository Financial Institution named below, and to credit or debit the same from such account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Financial Institution _____ Branch _____

City _____ State _____ Zip _____

Routing Account
Number _____ Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford COMPANY and Financial Institution a reasonable opportunity to act on it.

Name (s) _____ Title _____
(Please Print)

Date _____ Signature _____

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CREDIT CARD AUTHORIZATION FORM

By signing this form we hereby give Lift Works, Inc. authorization to charge the credit card for the total amount listed below:

COMPANY NAME: _____ fax/email _____
Name on Card: _____
Credit Card Number: _____ EXP Date: _____
Credit Card Type: (Circle One) _____ Mastercard American Express
Credit Card Billing Address: _____
Credit Card City, State, Zip: _____

Please use this credit card authorization for all future invoices: YES NO

Apply Authorized Amount as follows:

Invoice #	Amount	Invoice #	Amount	Invoice #	Amount	Invoice #	Amount

TOTAL AMOUNT CHARGED:

Company Name: _____

Authorization Signature: _____ Date: _____

Print Name _____

If we _____ (customer name) fails to pay invoices after 30 days, we understand our credit card will be charged.

Please fax completed Credit Card Authorization form back to (630) 957-4193. A copy of the receipt will be faxed once charges are completed. All of us here at Lift Works, Inc. would like to thank you for your continued business.

Sincerely, Lift Works, Inc. _____ DATE _____

FOR LIFT WORKS, INC. USE ONLY:

DATE CHARGED

AUTH#