

EASTERN EFFECTS, INC. CREDIT APPLICATION

Please allow 3-5 business days for processing.

All Orders are C.O.D. upon pick -up / delivery until the Credit Application is approved.

GENERAL:

Business Name: _____ Number of Years In Business? _____

Trade Name or D.B.A: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Federal ID #: _____ Tax Exempt: Yes:___ (attach ST-120 or ST121) No: ___

Type of Business: Corporation { } S-Corp { } LLC. { } Partnership { } Individual { }

Do you use Purchase Orders: Yes { } No { }

Name of Person(s) Authorized to Sign Purchase Orders: _____

Accounts Payable Contact Name: _____ Title: _____ Email: _____

OFFICER(S)/OWNER(S) INFORMATION:

Full Name: _____ SSN#: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Email: _____

Signature of Officer / Owner: _____

Credit Card Authorization: (Must be kept on file)

Card Number _____ Exp. Date _____ Security Code: _____

Name on Card _____ Billing Address: _____

City/ State / Zip _____ Cardholder Signature: _____

INDUSTRY TRADE REFERENCES:

Company Name: _____ Contact: _____

Email _____ Fax: _____ Phone: _____

Company Name: _____ Contact: _____

Email _____ Fax: _____ Phone: _____

Company Name: _____ Contact: _____

Email _____ Fax: _____ Phone: _____

Company Name: _____ Contact: _____

Email _____ Fax: _____ Phone: _____

CREDIT TERMS are NET 15:

Regular terms of payment required by Eastern Effects, Inc. are as follows, unless otherwise agreed in writing:

- ALL Invoices are due 15 days from the invoice date. Late payments are subject to a weekly finance charge of 1.5%.
- The first two (2) weeks of any rental package are due on the day of equipment check-out. Weekly billing will commence for any remaining rental weeks the day after the equipment check-out.

CUSTOMER AGREEMENT:

I, (Customer), authorize Eastern Effects, Inc. (EEI) to obtain such information as EEI may require concerning the statements made in this application and agree that the application shall remain the property of EEI, whether credit is granted or not. I hereby declare that all statements in this application are true and complete. I agree to notify EEI of any material change in the statement as set forth and this statement shall be construed by EEI to be a continuing statement of the conditions of the undersigned and agreement to the terms and conditions of Eastern Effects, Inc. until written notice to the contrary is received and acknowledged by EEI. If Customer or any Guarantor of Customer at any time becomes insolvent or files, or has filed against it, a petition in bankruptcy, or if any representations made by the Customer prove to be untrue, or if Customer defaults in the payment of any sum due EEI, whether in the form of a promissory note, debit or open account, or any other financial obligation, or if Customer breaches any of the terms and conditions which are part of this Agreement, then and in either such case, all of Customer's obligations to be held by EEI shall become immediately due and payable without demand or notice. In the event of suit to enforce payment of any sum due from Customer to EEI, Customer shall pay all counsel fees, costs and disbursements that EEI may incur. In consideration of the granting or renewing of any credit to Customer, Customer waives the pleading of the statute of limitations as a defense to any obligation of Customer to EEI. The Customer acknowledges that all sales, rentals, and services are made in the State of New York. All actions against the undersigned may be brought in the State of New York, and the undersigned expressly consents to the jurisdiction of the courts in the State of New York.

Printed Name of Signing Officer/Owner: _____

Signature of Officer/Owner: _____ **Date:** _____

CONTINUING GUARANTY:

For valuable consideration, including the execution of one or more Rental Contracts by and between Eastern Effects, Inc. (EEI) as the Lessor and the Lessee, the undersigned ("Guarantor"), jointly and severally, irrevocably and unconditionally guaranty to pay and perform any and all obligations of Lessee under each and every agreement, condition, and covenant contained in said agreement or in any supplement or amendment thereto or on any statement given in pursuance thereof, as well as due payment of all obligations which Lessee at any time may owe Eastern Effects, Inc.

This guaranty shall not be impaired by any modification or other agreement to which the Lessee and EEI may hereafter agree, or by any modification, release, or other alteration of any of the obligations hereby guaranteed, or of any security thereof, to all of which the Guarantor hereby consents. The liability of Guarantor is direct and unconditional and may be enforced without requiring EEI to resort to any other right, remedy or security. Guarantor acknowledges and agrees that this Guaranty and the foregoing credit agreement is deemed to have been delivered to EEI in the State of New York, County of Kings, and Guarantor and EEI hereby irrevocably consent and agree that any dispute arising under or in connection with this agreement shall be submitted to, and solely determined by, final and binding arbitration conducted by the American Arbitration Association in the State of New York and the County of Kings. This Agreement, and all disputes arising in connection therewith shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without giving effects to principles of conflicts of law or choice of law. The award by the arbitrator may be entered in any court having jurisdiction thereof.

The Guarantor agrees that if Guarantor of the Lessee should at any time become insolvent, or make a general assignment for the benefit of creditors, or if a proceeding shall be commenced by, against or in respect of the Customer under any insolvency law, any and all of the undersigned's obligations under this Guaranty shall, at EEI's option forthwith become due and payable without notice.

This Guaranty is a continuing Guaranty and it shall continue in full force and affect until Guarantor delivers written notice of termination to EEI. Notice of termination shall be effective only if delivered to EEI by hand or by registered mail with receipts acknowledged in writing by EEI. In all circumstances, termination shall be applicable only to transactions having their inception after notice of termination is properly furnished to EEI, and any and all rights and obligations arising out of transactions having their inception prior to such notice of termination shall not be affected.

Guarantor agrees to promptly notify EEI in writing of any material change in the operations of the Lessee's business or the ownership of the Lessee.

The Guarantor waives (to the extent permitted by law) any and all right to trial by jury in any action or proceeding based hereon. Guarantor further waives (to the extent permitted by law) the pleading of the statute of limitations as a defense to any obligations of either Lessee or Guarantor to EEI. This Guaranty cannot be changed or terminated. Guarantor further agrees to pay all attorney's fees, costs, and expenses that EEI may incur in connection with enforcing its rights under this guaranty and accompanying credit agreement.

Printed Name of Guarantor: _____ **Title:** _____

Signature of Guarantor: _____ **Date:** _____

Address of Guarantor: _____



Bank Reference Request and Release Authorization

Name on Account: _____ Date: _____

Bank Name: _____ Bank Account #: _____

Account Manager Name: _____ Fax: _____

Phone: _____ Email: _____

To Whom It May Concern:

I the undersigned authorize Eastern Effects, Inc. to obtain a history on my bank account.

The information contained herein will be held confidentially.

Thank you

Authorized Signature

Printed Name

BANK USE ONLY:

Date account opened _____

Average 3 month balance _____ Current balance _____

___ Satisfactory ___ Non Satisfactory ___ Borrowing ___ Non Borrowing

By: Name _____

**Thank you in advance for returning the completed reference via fax or email to
888-566-6547 or julie@easterneffects.com**



EASTERN EFFECTS, INC. EQUIPMENT RENTAL CONTRACT

****TO CONFIRM YOUR RENTAL PLEASE RETURN THE FOLLOWING PAPERWORK****

- 1. RENTAL QUOTE / ORDER. INITIAL THE "JOB OUT & JOB RETURN" DATES** signed by an authorized representative.
- 2. EQUIPMENT RENTAL TERMS & CONDITIONS** signed by an authorized representative.
- 3. CREDIT CARD AUTHORIZATION** signed by the credit card holder
- 4. COPY or PICTURE OF CREDIT CARD & PHOTO ID**
- 5. CERTIFICATES OF INSURANCE. SEE "INSURANCE" on PAGE 2 FOR MORE INFORMATION.**
- 6. NEW YORK STATE RESALE CERTIFICATE or TAX EXEMPTION (if applicable).**

The above actions signify that all parties have agreed to the terms of the Rental Quote / Order, and EEI's Equipment Rental Terms & Conditions. EEI will begin preparing the requested package for rental only when the fore-mentioned actions are satisfied.

PAYMENT

- **PAYMENT TERMS ARE C.O.D. PAYMENT IS DUE IN FULL AT TIME OF EQUIPMENT PICKUP**
 - Check: Corporate, Personal, or Certified are acceptable
 - Credit Card: Visa, MasterCard, American Express, Discover are accepted
 - Cash: Accepted. *A CREDIT CARD DEPOSIT MAY BE REQUIRED.*
- **SECURITY DEPOSITS:**
 - Required for any rental or additional rental package that exceeds 2 weeks.
 - The deposit will be equivalent to one week's rental rate.
 - Deposits are held until all monies owed to Eastern Effects, Inc. have been paid in full.
 - Check, Credit Card, or Cash are all acceptable deposit payment forms.

Thank you for your order. We appreciate your business and look forward to working with you!

INSURANCE

ALL CUSTOMERS MUST PROVIDE EASTERN EFFECTS, INC. WITH INSURANCE PRIOR TO THE FIRST RENTAL:

- Commercial General Liability
 - Eastern Effects, Inc. must be named as “Additionally Insured” on a Commercial Liability Policy.
 - The policy limit must be a minimum of \$1 million each occurrence and \$2 million general aggregate.

- Commercial Property Policy
 - Eastern Effects, Inc. must be named as “Loss Payee” on a Commercial Property Policy.
 - The policy limit must be a minimum of \$500,000 for rented equipment unless Order (s) Replacement Values are indicated as less.
 - Eastern Effects, Inc. does not accept insurance policies with an “Unattended Vehicle Exclusion” endorsement. Any insurance policy that has this endorsement must be amended so the rented equipment is covered should it be lost, stolen, or damaged while in an unattended vehicle.

- Also Make Sure of the Following:
 - The policy is written by an insurance carrier with an AM Best Rating of A- VII or greater and licensed and admitted to issue insurance policies in the state where the Renter is located.
 - The policy is written in US dollars.
 - The customer’s policy provides coverage for rented equipment, and accessories for both property and liability.
 - The limit of liability is clearly stated.
 - The deductible, if any is indicated.
 - The coverage is all risk including but not limited to fire, theft, windstorm, flood, earthquake, vandalism, mechanical breakdown and other customary perils included in a special risk policy form.
 - The coverage is written on a world-wide basis, including transit.
 - The coverage is written on a “Replacement Cost Basis” without deduction for depreciation.
 - The captioned policy will be endorsed to provide 30 days written notice to Eastern Effects, Inc. in the event of cancellation, reduction, or increase in coverage.
 - The policy includes an endorsement stating that with respect to equipment rented from Eastern Effects, Inc. as their interest may appear.
 - The certificate is signed by either a representative of the insurance company or an agent of the company.

- The Renter represents that all liability and property insurance shall remain in full force for the entire term of the rental period. In the event any policy is cancelled, terminated or rescinded during the rental period, Renter shall provide immediate notice to Eastern Effects, Inc.

EQUIPMENT RENTAL TERMS & CONDITIONS

The renter shall, at his own cost and expense, during the term of the rental, keep and maintain, in his own custody, the lighting, grip, and/or vehicle (hereinafter described as equipment) in good state of condition and repair, reasonable wear and tear expected, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen or missing or broken or damaged, otherwise than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to EASTERN EFFECTS INC. compensation on account of any of the said articles which may be lost, stolen or missing or broken or damaged. The renter further agrees to compensate EASTERN EFFECTS INC. in rent for any time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen or missing or broken or damaged or otherwise than as the result of the reasonable wear and tear. The renter grants EASTERN EFFECTS INC. unconditional permission to charge his credit card account for equipment lost, stolen, or damaged. If renter decides to make an insurance claim, the renter is responsible to pay EASTERN EFFECTS INC. In full for equipment, lost, stolen, or damaged, and renter will be responsible for recouping funds from insurance provider as a result of such claim.

In no event shall EASTERN EFFECTS INC. be responsible for any claims by the renter for alleged loss of profits, damages, expenses, claimed to have arisen out of the renter's use of said equipment, or for any delays or any other reason. It shall be the duty of the renter to notify EASTERN EFFECTS INC. immediately of any claimed defect of non-function in any of the equipment herein and it shall be the duty of the renter to check constantly the product produced as it is produced by him. Provided notice of claimed defect is given to EASTERN EFFECTS INC. immediately upon the holding of the required test by the renter, and provided the said equipment is returned to EASTERN EFFECTS INC. forthwith for inspection by EASTERN EFFECTS INC., and provided there is a defect of non-function as claimed by the renter, and EASTERN EFFECTS INC., in its reasonable judgment determines that said defects was not caused by any act of the renter or its employees or agents, then EASTERN EFFECTS INC. shall have the option of substituting other like equipment in exchange for the returned equipment. The rental charges for all of said equipment so returned to and accepted by EASTERN EFFECTS INC. shall be abated from the time of acceptance of such return in the event EASTERN EFFECTS INC. substitute's replacement equipment rental charges hereon shall begin to run as of the delivery by EASTERN EFFECTS INC. of such equipment. The provisions of this paragraph shall be the only recourse of the renter for claimed defects in any piece of equipment.

The equipment herein shall be delivered and returned by the renter at his own risk, cost and expense. Rental of all equipment taken out must be paid for the period of time until it is returned to EASTERN EFFECTS INC. The renter further agrees to pay the per diem rental rate for each day past the due date. No allowance will be made for any reason.

The renter agrees that the leased property herein will not be taken from the ground in an airplane or any machine used for air travel without written consent of EASTERN EFFECTS INC. The renter shall not under lease, permit others to use or loan said equipment to any other person or firm, and it shall at all times remain under the immediate control, supervision and direction of renter personally. The renter agrees not to remove or cover the tag or nameplate on the lighting, grip, vehicles and/or equipment showing ownership of EASTERN EFFECTS INC.

If the renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution of other writ or process shall be issued in any action or proceeding of bankruptcy, receivership or insolvency shall be instituted by or against the renter of his property, or if the renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the renter, then and in any such event, EASTERN EFFECTS INC. shall have the option to retake immediate possession of said equipment and for such purpose EASTERN EFFECTS INC. its agents or employees, may enter upon any premises where said equipment may be, and may remove the same there from with or without force and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the renter.

The renter agrees to pay all reasonable outside attorney's fees and costs incurred by EASTERN EFFECTS INC. in protecting its rights or property under this agreement, or in suing the renter for a breach of agreement.

The acceptance of the return of the rented equipment is not a waiver by EASTERN EFFECTS INC. of any claims that it may have against the renter, nor a waiver of claims for latent or patent damage to the equipment. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

No terms, representation or warranty, express or implied, not herein set forth in writing shall bind EASTERN EFFECTS INC.

If the renter has rented an EASTERN EFFECTS INC., vehicle, the renter will provide Auto Liability insurance that is primary over any other insurance in effect for EASTERN EFFECTS INC. for all claims arising out of the use of the vehicle, and renter shall indemnify EASTERN EFFECTS INC. for any claim for injury (including death) and hold EASTERN EFFECTS INC. harmless for any expense incurred (including attorney's fees) arising out of such claim.

The renter represents that all liability and property insurance shall remain in full force for the entire term of the rental period. In the event any policy is cancelled, terminated or rescinded during the rental period, renter shall provide immediate notice to Eastern Effects, Inc.

The renter agrees not to pledge, mortgage or in any way encumber the property rented herein.

The renter, or his agent, driver or messenger has examined and tested the equipment herein described and has found the same to be in good workable mechanical condition.

The Pickup Time for Vehicle Related Packages Must Be Agreed Upon with Eastern Effects 24hrs. Before the Check-out Date. Latest Pickup Time for all Vehicle and/or Equipment Packages is 3:00pm. ALL EQUIPMENT/VEHICLES MUST BE RETURNED BY 10AM ON THE CHECK-IN DATE TO AVOID ADDITIONAL RENTAL CHARGES.

Signature (Authorized Representative): _____ **Dated:** _____

Name (please print): _____ **on behalf of (Company):** _____

Title: _____

CREDIT CARD AUTHORIZATION

Customer/Company Name: _____ Date: _____

Contact: _____
Address: _____

Phone #: _____ Email: _____

Credit Card Information

Type of Card: *Visa* *MasterCard* *American Express* *Discover*

Is this Card?: *Debit* *Corporate*

Card Number: _____ Exp. Date: _____

Security Code: _____

(4 Digits above account number for American Express or last 3 digits on back for all other cards)

Cardholder's Name: _____

Billing Street Address: _____

City, State, & Zip Code: _____

Cardholder's Telephone #: _____

Cardholder's Email: _____

Please sign if credit card can be kept on file for future orders: _____

I hereby authorize Eastern Effects, Inc. and its successors to charge to the above credit card any equipment and vehicle rental fees, security deposit, loss & damaged equipment fees, past due rental fees, or any other fees or charges related to any purchase, rental, repair, or any other service provided to the above named Customer. I was given an opportunity to review Eastern Effects, Inc.'s Terms and Conditions and I hereby agree to same. It is further agreed that any dispute related to credit cards debits shall be governed by Eastern Effects, Inc.'s Terms and Conditions.

Cardholder's Signature: _____ Date: _____

Name & Title (printed): _____