

ACCOUNT AGREEMENT AND TERMS

The company submitting this application (the "Undersigned") acknowledges and agrees to the following:

1. This Account Agreement And Terms ("Agreement") supercedes, with respect to rentals made subsequent to the acceptance of this application by Hertz Equipment Rental Corporation ("HERC"), any prior Account Agreement and Terms governing the extension of credit by HERC to the Undersigned. Rentals by HERC to the Undersigned made subsequent to the acceptance of this application by HERC shall be governed by the Rental Contract pertaining to such rental and by this Agreement. In the event that any provisions of the Rental Contract shall conflict with any provision of this Agreement, the Rental Contract shall control.
2. The receipt of an application shall not create any obligation on the part of HERC to rent equipment to the undersigned or to extend credit to the undersigned in connection with any such rental.
3. The Undersigned warrants and represents that any credit which may be extended upon the acceptance of this application shall only be used in connection with the rental of equipment for a business purpose and not in connection with the rental of equipment for any personal or household use.
4. It is understood and agreed that the undersigned specifically consents to HERC investigating the undersigned's credit history and the information provided on this application, for the purpose of extending credit.
5. If credit is extended, the undersigned acknowledges that HERC's credit terms are payment in full net ten (10) days from the date of invoice.
6. All sums are due and payable at the following address, P.O. Box 65028, DALLAS, TEXAS 75265-0280 and/or at such other mailing address as shall be specified on the invoice.
7. In the event the undersigned fails to timely pay any invoice, the undersigned agrees to pay a late fee to HERC on such delinquent invoice until same is fully paid, at the rate of 1.8% per month or maximum rate allowed by the laws of the jurisdiction where the originating HERC branch stated on the invoice is located, whichever is less.
8. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse HERC, for all expenses (including counsel fees) incurred by HERC in connection with any indebtedness of the applicant or the collection thereof.
9. The undersigned agrees fully and promptly to furnish to HERC information needed or requested by HERC for proper filling out and service of preliminary notices under the mechanic's lien laws.
10. Any and all obligations arising under a Rental Contract, including without limitation, the obligation to pay for all Charges associated with or arising from a rental transaction, shall be governed by the terms of the Rental Contract and the Choice of Law provision set forth therein. To the extent any rights or obligations hereunder are not addressed by the Rental Contract, this Agreement shall be governed and construed by the laws of the STATE OF NEW YORK, without regard to any conflict or choice of laws principals. If any provision or part of any provision of this Agreement conflicts with any applicable law then that provision will be deemed to be modified to be consistent with such law, or to be deleted if modification is impossible, and will not affect the remainder of this Agreement, which will continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable, then that provision will be interpreted to be only so broad as is necessary for it to be enforceable.
11. If the equipment rented hereunder is used in the construction of a particular private or public work of improvement, the undersigned agrees that all monies owed to or received by the undersigned in connection with such work or works of improvements shall be held by undersigned in trust for the benefit of HERC, shall be segregated from other monies of the undersigned, and shall be used only to pay HERC, to the extent that such monies are attributable to the equipment rented hereunder until HERC has been paid in full for such rentals.
12. The undersigned recognizes that it may from time to time be owed money by HERC due to contracts or transactions between the undersigned and HERC which are separate and distinct for the rentals contemplated by this Credit Application and Agreement. HERC shall have the right to withhold from the undersigned any monies owed by HERC to the undersigned in connection with any such other contracts or transactions and to offset the same against any sums owed by the undersigned to HERC in such amounts as may be deemed by HERC to be reasonably necessary to cover such indebtedness of the undersigned. So long as this right of withhold and offset is carried out in good faith, the undersigned hereby waives any claims against HERC for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
13. THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE AFTER ACCEPTANCE OF THIS APPLICATION BY HERC IN CONNECTION WITH THIS AGREEMENT OR ANY RENTAL CONTRACT BETWEEN THE UNDERSIGNED AND HERC.
14. The terms of this Agreement may be revised or supplemented from time to time by HERC sending the Undersigned notice of such changes. It will be presumed that the Undersigned has received any such notice mailed to the Undersigned at the address shown on this Application or otherwise provided to HERC. The Undersigned's making a rental from HERC using credit after the effective date of such changes will constitute the Undersigned's acceptance of such changes.
15. The undersigned agrees to promptly notify HERC in writing of any change in the undersigned's business ownership/form or structure. If the undersigned fails to promptly notify HERC of such change, then the undersigned expressly assumes full responsibility for all charges and/or credit extensions made on this account subsequent to such change.

Name (please print)	Title	Signature	Date
---------------------	-------	-----------	------

The undersigned individual who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by HERC, from time to time as may be needed, in the credit evaluation process.

Name (please print)	Social Security No.	Signature	Date
---------------------	---------------------	-----------	------

GUARANTY

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the applicant to Hertz Equipment Rental Corporation ("HERC"). This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. HERC shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby.

The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by HERC to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the appli-cant or any other person or to require that resort be had to any security.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse HERC, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by HERC in connection with any indebtedness of the applicant or the collection thereof, and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guar-antee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by HERC, from time to time as may be needed, in the credit evaluation process.

If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such.

THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE IN CONNECTION WITH THIS GUARANTY. The undersigned further acknowledge and represent that any titles written near their signatures below is/are merely intended to clarify the individual's posi-tion with the customer and in no way is intended to limit or cancel the personal nature of this guarantee.

Name (please print)	Social Security No.	Name (please print)	Social Security No.
Signature	Date	Signature	Date
Witness	Date	Witness	Date