



SYNERGY
EQUIPMENT

OPIFEX
BY BUILDERS FOR BUILDERS

Credit Application
SENT WITH ONTASK

Legal Business Name: _____

DBA: _____

Business Phone: (____) _____ Cell Phone: (____) _____

Physical Address: _____

Mailing Address: _____

Nature of Business _____

Date Established _____ Ownership Type (circle one): Sole Prop / Partnership / S Corp / C Corp / LLC

Incorporated (if applicable): Fed ID _____

Sole Prop. or Individual Application: Social Security # _____ DOB _____ (mm/dd/yyyy)

Tax Exempt? (circle one) Yes / No ****IF YOU ARE SALES TAX EXEMPT: PLEASE PROVIDE STATE ISSUED EXEMPTION CERTIFICATE****

Annual Revenue \$ _____ Number of Employees: _____

Accounts Payable Contact Person: _____

E-mail: _____ Direct Phone: _____

Principal officers:

Name: _____

Name: _____

Title: _____

Title: _____

SS#: _____

SS#: _____

Home Address: _____

Home Address: _____

Trade References: (if none, mark N/A)

Name	Address	Phone #	Fax#
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bank Reference: Account Number: _____

Name	Contact & Phone	Address
_____	_____	_____

Has the firm or any of the firm's owners, partners, shareholders or members ever been bankrupt? (circle one) Yes / No

Year: _____ Chapter: _____

****CREDIT TERMS AND CONDITIONS CONTINUE ON PAGE TWO****

The Credit Applicant named above ("Applicant") hereby applies for credit terms with Synergy Rents, LLC, DBA Synergy Equipment and or its affiliates, including, but not limited to, Opifex, LLC, (which individually and collectively shall be referred to as "Creditor"), and, in consideration for the extension of credit by Creditor, the Applicant and Guarantor(s) further expressly agree that any and all such extension of credit by Creditor shall be on the following terms and conditions, which terms and conditions Applicant and Guarantor acknowledge(s) and agree(s) are automatically incorporated into any and all subsequent contracts, rental contracts or agreements entered into by and between Creditor and Applicant:

1. Extension of credit is at sole discretion of Creditor, which may, without cause, terminate this Agreement, suspend the issuance of credit, and/or decline to issue further credit at any time. Creditor shall, in its sole discretion, establish a credit limit for Applicant, which Creditor may at its discretion either increase, decrease or withdraw at any time.
2. Payment terms are 30 days net from date of invoice, unless a shorter period is stated on the invoice. A finance charge of 1.5% per month shall accrue from the date of the invoice(s) on any and all amounts not paid on time. **Payment to Creditor shall not be contingent upon Applicant receiving payment from its customer or any other source.** All payments are due and payable at Creditor's office identified in the invoice(s) regardless of where the equipment was delivered, picked up or utilized by Applicant or others. In the event Applicant has multiple accounts or sub-accounts with Creditor, Applicant shall designate in writing the account or sub-account to which payment is to be applied. Any payments received by Creditor which do not designate a specific account, sub-account, or invoice number shall be applied first to any unpaid, accrued interest and then to the oldest unpaid invoice to Applicant in chronological order.
3. Purchase orders issued by Applicant are solely for the purpose of identifying the equipment/items ordered, and the terms and conditions set forth herein, as well as the rental terms and conditions issued by Creditor to Applicant shall be the sole source(s) of the terms and conditions of all transaction between Creditor and Applicant. Creditor shall not be bound by any terms or conditions contained within any Applicant purchase orders.
4. The extension of credit and this agreement shall be governed by the laws of the State of Florida. Applicant shall pay Creditor for all attorneys' fees and costs incurred in the collection of any sums due, whether or not suit is filed, including attorneys' fees and costs incurred at all trial and appellate levels and in any bankruptcy proceedings. **APPLICANT AND CREDITOR WAIVE THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION AND CONSENT TO TRIAL BY A JUDGE. APPLICANT FURTHER AGREES THAT THE EXCLUSIVE VENUE FOR ANY ACTION ARISING OUT OF THIS AGREEMENT SHALL BE IN ANY COUNTY SELECTED BY CREDITOR PROVIDED THAT CREDITOR MAINTAINS AN OFFICE WITHIN SUCH COUNTY.**
5. Creditor may file Notice to Owner/Preliminary Notice on any job, and Applicant agrees to promptly furnish all information as requested.
6. Creditor is authorized to investigate Applicant's credit, and may make inquiry of Applicant's current and past banks/lending institutions and other creditors, including submitting to them inquiries in the form determined by Creditor.
7. A facsimile, e-mail or PDF copy of this signed Application shall be deemed an original for all purposes.
8. When equipment is delivered at Customer's request or order, the person who accepts the equipment at the time of delivery is automatically deemed authorized to do so, and execute the applicable Rental Out Contract on behalf of Customer if requested by Synergy.
9. Customer shall be bound by Synergy's Terms and Conditions with respect to all equipment ordered by Customer, regardless of whether Customer executes a Rental Out Contract at the time of delivery.
10. Customer hereby consents to Synergy's use of electronic signatures and acknowledges and agrees that any Contracts or related documents that are e-signed by Customer shall be valid and binding upon said Customer as if signed in person. Furthermore, should Synergy employ the use of electronic signatures, Customer acknowledges and agrees that any Contract returned to Synergy which has been signed on behalf of the Customer, shall be conclusively deemed authorized and binding upon the Customer.

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGE(S) THAT THEY HAVE REVIEWED AND UNDERSTOOD THE ENTIRE AGREEMENT AND FURTHER AGREE(S) TO BE FULLY BOUND BY THE TERMS THEREOF, AND FULLY WARRANT(S) THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT AND THAT THEY HAVE FULL LEGAL AUTHORITY TO EXECUTE SAME ON BEHALF OF APPLICANT. CUSTOMER FURTHER ACKNOWLEDGES THAT THIS TRANSACTION IS GOVERNED BY CREDITOR'S TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN, IN PART, AND IN FULL AT WWW.SYNERGYEQUIP.COM, WHICH TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE HEREIN, AND CUSTOMER AGREES THAT SAID TERMS AND CONDITIONS SHALL BE APPLICABLE TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS.

Credit Applicant Name – Must be signed by an officer of the company

By: _____ (Signature)

(Name Printed) its _____ (Title Printed) Date: _____

PERSONAL GUARANTEE: In consideration of Creditor's extension of credit to Applicant, the undersigned Guarantor(s), jointly and severally, and unconditionally personally guarantee(s) prompt and full payment and performance of all of Applicant's obligations (both past, present and future) on the terms and conditions set forth above or on such terms as may be hereafter established by and between Creditor and Applicant including on any rental agreement(s), and agree(s) to be fully bound by the above terms and conditions as if the undersigned were the Applicant (INCLUDING BUT NOT LIMITED TO THE WAIVER OF JURY TRIAL AND WAIVER OF ANY VENUE PRIVILEGES), as well as payment of attorneys fees and costs incurred by Creditor to the same extent set forth in Section (4) hereinabove and in the enforcement of this Personal Guarantee. The undersigned waives all notice of acceptance of this guarantee, notice of extension of credit to applicant, extension of credit beyond the credit limit otherwise established by Creditor, presentment, and demand for payment on Applicant, notice of dishonor or default by Applicant. This guarantee is primary and not secondary, and shall remain in full force and effect unless and until written notice of revocation is actually received by Creditor, which revocation shall apply prospectively only to debts of the Applicant incurred after the receipt of the notice of revocation. Must be signed by an officer of the company.

X _____ Guarantor Name Typed or Printed: _____ Dated: _____

X _____ Guarantor Name Typed or Printed: _____ Dated: _____