

R & R LIGHTING COMPANY

813 SILVER SPRING AVE
SILVER SPRING MD 20910-4616
Phone: 301-589-4997 Fax: 301-565-5156
www.rrlighting.com

CREDIT APPLICATION

*Please sign where indicated and return originals to
R & R Lighting Company.*

For the purpose of obtaining from R & R Lighting Company, and/or its subsidiary and affiliated entities, any service or materials on credit, or other extension of credit or other financial accommodation, the following information can be relied upon as complete, accurate and truthful, to the best of my/our knowledge.

Firm Name: _____ **Date Business Started:** _____

Address: _____ **Date Incorporated:** _____

_____ **Phone #:** _____

_____ **Fax#:** _____

Dun & Bradstreet # (9 Digits) _____ Proprietorship Partnership Corporation

E-Mail Address _____

PROPRIETORS, PARTNERS, AND OFFICERS:

Name: _____ Title _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ SS# _____

Name: _____ Title _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ SS# _____

AFFILIATED ENTITIES AND ACCOUNTANT:

Name: _____ Accountant: _____

Address: _____ Address: _____

BANK REFERENCES:

Branch Name: _____ Contact Name _____

Address _____ Phone _____

Address _____

City _____ State _____ Zip _____

Checking Account# _____ Saving Account# _____

TRADE REFERENCES:

Name: _____ Contact _____

Address _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Name: _____ Contact _____

Address _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Name: _____ Contact _____

Address _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

The undersigned has read, understands and agrees to be bound by the terms of R & R Lighting Company. The undersigned acknowledges that there are no Warranties, express or implied, except as set forth by the terms of R & R Lighting Company.

Name _____

Title _____

Signature _____

Date _____

PERSONAL GUARANTY

In consideration of the extension of credit by R & R Lighting Company. herein to Client herein, the undersigned do/does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due R & R Lighting Company by Client, including collection charges and/or attorneys' fees. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness or renewals or extensions granted by R & R Lighting Company without obtaining any consent thereto, and until expressly revoked by written notice from me/us to R & R Lighting Company any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we hereby waive notice of the acceptance of this agreement, notice or default or non-payment and waive action required by any statute, against Client. No delay on R & R Lighting Company's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Client or any other party primarily or secondarily liable with the Client, shall operate as a waiver of any such right or in any manner prejudiced R & R Lighting Company rights against me/us. I/we agree that in the event of any default at any time by said Client, R & R Lighting Company shall be entitled to look to me/us immediately for full payment without prior demand or notice.

Signature _____ Date _____ Signature _____ Date _____

**R & R LIGHTING COMPANY
TERMS OF BUSINESS**

1. It is agreed that the lessee and/or purchaser will test the R&R Lighting Co., Inc. (hereafter referred to as R&R) equipment herewith sold or rented, within 4 hours from this date and prior to utilizing the same for any purpose and in the event the same is not in good working order, lessee and/or purchaser agrees to forthwith return the said light(s) and/or equipment (hereafter referred to as equipment), for replacement or repair. Upon failure to return said equipment then it is agreed that thereafter all defects discovered or resulting during the use of the said equipment while in the possession, custody or under control of the lessee and/or purchaser, are the sole responsibility of the lessee and/or purchaser who assumes the sole and exclusive liability for the consequences resulting from the use of said equipment in addition, liability for the damaged equipment purchased, the parties agree that the seller makes no warranties with respect to the same neither express or implied. In the case of rented equipment, the lessee exclusively assumes all responsibility for injuries to persons or property including, but not limited to, filmed sequences and all costs incurred in obtaining same, resulting from or attributable to said equipment without limitation or restriction and whether resulting from or arising out of negligence or breach of warranty on the part of the owner. Lessee agrees that it will not sublet said equipment without the written consent of R&R. This paragraph shall be applicable to all future rentals by lessee from R&R whether signed or not. Lessee agrees that the terms of this paragraph shall always be in effect in lessee's dealings with R&R.
2. The lessee shall, at his own cost and expense, during the same term of rental, keep and maintain, in his own custody, at the aforesaid address, the said equipment in good condition and repair reasonable wear and tear acceptable, 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 then by reasonable wear and tear by others of a similar nature or equal value or shall pay to the owner compensation on account of any of the said articles which may be lost, stolen, or missing, or broken, or damaged.
3. The lessee further agrees that the leased property described herein will not be taken from the ground in any airplane or any machine used for air travel either lighter or heavier than air, without written consent first obtained from R&R.
4. The said equipment herein shall be delivered and returned by the lessee at his own risk, cost, and expense. Rental of all said equipment taken out must be paid for the period of time until it is returned to R&R. No allowance will be made for the reason that any part of it was not used.
5. The lessee agrees to obtain insurance on the equipment in an amount to cover R&R for damage to equipment and injuries to person(s) and property from lessee's use of equipment during the time said equipment is away from R&R premises. The lessee shall assume full responsibility for the rental equipment and the lessee will compensate R&R for the full replacement value of the rental property should said property be damaged, lost or stolen regardless as to whether the lessee is at fault. The lessee further agrees to hold harmless and indemnify R&R for any and all injuries or death or for any cause of action brought against R&R for any reason whatsoever arising out of the lessee's use of R&R equipment. The lessee further agrees to compensate R&R in rent for any time lost as a result of replacement or the necessity for making repairs on the equipment lost, stolen, missing, broken or damaged otherwise than as the result of the reasonable wear and tear.
6. The lessee shall at his own cost and expense, but for the benefit of R&R immediately insure the said equipment for the full value against loss or damage by any cause whatsoever, including acts of God, or civil disturbances, in a qualified, reputable insurance company and shall deliver the said insurance policy to R&R together with a receipt for the premiums thereunder. If R&R, by reason of such insurance against loss by any cause whatsoever, including acts of God, and civil disturbances, shall receive any sum or sums of money, such amount may be retained and applied by R&R towards the repair or replacement of the said equipment, or R&R may remove the damaged equipment, and in lieu thereof, substitute new equipment of a like kind and quality, and any such equipment whether repaired or substituted, shall be subject to all the terms, provisions and conditions herein.
7. It shall be lawful for R&R or its agents at all reasonable times to enter the premises upon which said equipment is kept for the purpose of viewing the state, custody, and condition of said equipment. In the event that the said equipment is not disassembled by the lessee at the expiration of the lease term, R&R shall have absolute right to charge for any and all expenses to disassemble and/or retrieve the said equipment. The lessee shall be responsible for any and all costs and expenses, including labor incurred by R&R.
8. If the lessee shall default on any of the terms, covenants, and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the lessee, whereby R&R shall have the absolute right to enter the premises where the said equipment is located for the purpose of disassembling and/or retrieving the said equipment or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the lessee or his property, or if the lessee shall enter into any arrangement for compensation with his creditors, or in the event that any judgement is obtained against the lessee, then and in any such event, R&R shall have the option to retake immediate possession of said equipment and, for such purpose, R&R, its agents or employees, may enter upon any premises where said equipment may be, and may remove the same therefrom, with or without force, and with or without notice or intention to retake the same, without being liable to any suit or action or other proceeding by the lessee.
9. Upon R&R retaking possession of the said equipment pursuant to the provisions of the proceeding article hereof, this agreement shall thenceforth terminate, without prejudice to any/or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this agreement, or the loss of rental for the balance of the unexpired term herein, or for any other claim that R&R may have against the lessee.
10. The lessee shall not underlease the said equipment or loan the same to any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision, and direction of the lessee personally.
11. The lessee agrees not to remove or cover the tag or name plate on the equipment showing ownership in R&R.
12. The lessee does hereby grant to R&R an option to terminate this agreement on 24 hours written notice by registered mail or personal service. On the occurrence of said event, the lessee shall immediately return to R&R at the lessee's risk and expense, the equipment in the same condition as when first rented, R&R shall, thereupon, upon said receipt, refund unexpired option of the rental.
13. The lessee agrees to pay all reasonable attorney's fees and costs incurred by R&R in protecting its rights or property under this agreement, or in suing the lessee for a breach of this agreement.
14. The acceptance of the return of the rented equipment is not a waiver by R&R of any claims that it may have against the lessee, nor a waiver of claims for latent or patent damage to said equipment.
15. 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.
16. No terms, representations or warranty, express or implied, not herein set forth in writing shall bind R&R.
17. The lessee states that he is over 21 years of age.
18. Cancellations made with less than 24 hours notice of scheduled work will be charged 100% of equipment and services booked; made less than 48 hours of scheduled work will be charged at 50% of equipment and services booked.

I understand and accept the terms and conditions of R & R Lighting Company. as explained above

Signature

Title

Date

NOTICES All notices and communications hereunder shall be sent to us at the following address:

R & R LIGHTING COMPANY
813 Silver Spring Avenue
Silver Spring, Maryland 20910