

CREDIT APPLICATION

Dear new customer,

Thank you for your interest in opening a credit account with Swing Staging, Inc. Swing Staging policy is that we do not rent equipment, or give credit terms, to any customer, without a complete credit check and a Personal Guarantee signed by an officer of the corporation. This credit packet includes a Credit Application, and a Personal Guarantee with the Terms and Conditions of doing business with Swing Staging, Inc. The forms should be filled out completely. Alterations will not be accepted. The officer signing the Personal Guarantee must sign it before a Notary Public and return the **ORIGINAL** to Swing Staging with a copy of their driver license. We cannot release equipment until we receive the **ORIGINAL** Personal Guaranty.

If you choose not to sign a Personal Guarantee, the only alternative that we offer, is to pay the first twenty-eight (28) days rent and a refundable deposit of 100 % of the value of the equipment. If you have any questions, please do not hesitate to call me. We look forward to doing business with you.

Sincerely,

Jeffrey S. Weinstock
Swing Staging, Inc.
Credit Manager

COMPANY INFORMATION

Legal name of company: _____ Date: _____

Date and state of incorporation: _____

How long in business: _____ Telephone: _____

Fax: _____ E-mail: _____ Website: _____

Street address: _____ City, State, Zip: _____

RENT or OWN? _____ Tax ID no.: _____ Insurance Co.: _____

NYC Dept. of Consumer Affairs Lic. No. _____ Rigger's Lic. No.: _____

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TRADE REFERENCES

1. Name: _____ Telephone #: _____

Address: _____ Fax #: _____

City, State, Zip Code: _____

Highest Credit: _____ Terms: _____

2. Name: _____ Telephone #: _____

Address: _____ Fax #: _____

City, State, Zip Code: _____

Highest Credit: _____ Terms: _____

3. Name: _____ Telephone #: _____

Address: _____ Fax #: _____

City, State, Zip Code: _____

Highest Credit: _____ Terms: _____

BANK REFERENCE

Bank Name: _____ Telephone: _____

Branch Address: _____

Account Officer: _____

Checking Account Name: _____

Checking Account Number _____

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OWNER/OFFICER PERSONAL INFORMATION

1. Name: _____ SS #: _____

Title: _____ Cell Phone: _____

Home Address: _____ Home Telephone: _____

City, State, Zip: _____ Home Fax: _____

E-Mail: _____ Please attach a copy of this officer's Driver License

2. Name: _____ SS #: _____

Title: _____ Cell Phone: _____

Home Address: _____ Home Telephone: _____

City, State, Zip: _____ Home Fax: _____

E-Mail: _____ Please attach a copy of this officer's Driver License

3. Name: _____ SS #: _____

Title: _____ Cell Phone: _____

Home Address: _____ Home Telephone: _____

City, State, Zip: _____ Home Fax: _____

E-Mail: _____ Please attach a copy of this officer's Driver License

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TERMS AND CONDITIONS

For the purpose of this agreement, "Swing Staging, Inc.," shall mean Swing Staging, Inc., its owners, officers, directors, shareholders, and employees, and "customer" shall mean customer, its agents and/or employees. These terms and conditions apply to this agreement in full, regardless of whether Swing Staging, Inc. is a seller or lessor or the customer is purchaser or lessee.

1. Initial rentals are twenty-eight (28) day minimum, unless otherwise noted.
2. The rental of all equipment will be computed from the first day of shipment/delivery to the date of return/pickup of all equipment to Swing Staging, Inc.
3. Purchase prices, rental fees or any other charges or amounts owed to Swing Staging, Inc., of equipment, are due and payable in accordance with the terms shown on Swing Staging's invoice or as otherwise agreed to in writing between Swing Staging, Inc., and the customer.
4. Invoices past due thirty (30) days are subject to the maximum interest rate allowed by law not to exceed two (2) percent per month.
5. If customer disputes all or part of an invoice, customer shall make the dispute known to Swing Staging, Inc., in writing, via certified mail return receipt requested, within thirty (30) days of the date of the invoice or the dispute shall be deemed waived.
6. Any services provided outside of Swing Staging's normal business hours of Monday through Friday 6:00 AM to 2:00 PM, will be at an additional charge at the sole discretion of Swing Staging Inc.
7. At customer's request, on reasonable written notice, Swing Staging, Inc., will furnish customer with appropriate layouts detailing installation of the equipment furnished by us, or other printed materials consistent with the work to be done.
8. Swing Staging, Inc. leases do not include items such as life safety lines, mesh, safety harnesses and other materials that may be required to provide a safe installation and comply with government codes, ordinances and regulations. Customer must furnish such materials. These materials are available for purchase from Swing Staging, Inc., at competitive prices.
9. Customer will inspect the equipment within forty-eight (48) hours after receipt thereof. Unless customer, within said period of time, gives written notice to Swing Staging, Inc., specifying any defect in or other proper objection to the equipment, customer agrees that it will be conclusively presumed, as between Swing Staging, Inc., and the customer, that customer has fully inspected and acknowledged that the equipment is in good condition and repair, and that customer is satisfied with and has accepted the equipment in such good condition and repair.
10. Swing Staging, Inc. makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for customer's particular intended use, or that it is free of latent defects. Swing Staging, Inc. shall not be responsible to customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Swing Staging, Inc., shall not be responsible for any defect or failure unknown to Swing Staging, Inc. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that customer notifies Swing Staging, Inc., immediately of such failure and returns the equipment to Swing Staging, Inc., within twenty-four (24) hours of such failure.
11. It is understood and agreed that customer will install, maintain and use this equipment in conformity with safe practice and in compliance with the requirements of the law and with government codes, ordinances and regulations; that in order to assure proper fit, safety and compliance with the requirements of the law and with governmental codes, ordinances and regulations in the use of this equipment customer will not intermingle, connect or use this equipment with functionally equivalent components of others.
12. Customer shall not allow any person who is not qualified, and who has not received and understood safety and operating instructions, and who does not utilize all required safety equipment, to operate or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Swing Staging's prior written permission; or, allow a lien to be placed upon the equipment.
13. Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations that may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due.
14. If leasing equipment, customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which customer represented it was to be used.
15. If leasing equipment, it is understood and agreed that the customer will obtain liability insurance in connection with the use of the equipment, naming itself and Swing Staging, Inc., as the insured in amounts not less that \$2,000,000.00 for one person and \$5,000,000.00 for more than one person.

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16. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS SWING STAGING, INC., FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF SWING STAGING, INC.
17. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS CONTRACT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE SWING STAGING, INC., FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST SWING STAGING, INC., WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
18. If leasing equipment it is understood and agreed that Swing Staging, Inc., will, at any and all times during business hours, have the right to enter into and upon the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Customers will give Swing Staging, Inc., whenever requested by Swing Staging, Inc., advise Swing Staging, Inc., of the next location of the equipment.
19. If leasing equipment, it is understood and agreed that Swing Staging, Inc., may cancel the lease prior to its expiration date for any one of the following reasons: (1) if the customer fails to pay the rentals due under the within lease agreement; (2) if the customer fails to properly use and maintain the equipment; (3) if the customer becomes insolvent or any proceedings in bankruptcy, whether voluntary or involuntary, are filed, or (4) if the customer commits any other act of bankruptcy the customer will forthwith release the equipment to Swing Staging, Inc., in good condition, and Swing Staging, Inc., will have the right to forthwith remove the equipment and have the same returned to it.
20. If leasing equipment, title to the equipment is and shall remain in Swing Staging, Inc., If the equipment is not returned, is levied upon or for any reason whatsoever it becomes necessary for Swing Staging, Inc., to retake the equipment, customer authorizes Swing Staging, Inc., to retake the equipment without further notice or further legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold Swing Staging, Inc., harmless from any and all claims and costs arising from such retaking and/or levy, including, but not limited to, the cost of de-rigging and/or trucking the equipment. If equipment is levied upon, customer shall notify Swing Staging, Inc., immediately.
21. It is understood and agreed that customer will assume all responsibility and will bear the entire risk of loss and/or damage to the equipment from any and all causes whatsoever while it is in customer's hands and that upon completion of customer's use of the equipment, it is to be returned to Swing Staging, Inc., complete and in the same condition as delivered, ordinary wear and tear excepted; and that customer will pay for any equipment or parts not returned, or damaged by any cause whatsoever beyond ordinary wear and tear, at the then current repair cost or sales price. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, rosin or any other material. A cleaning charge will be assessed on equipment returned unclean.
22. If leasing equipment, it is understood and agreed, that Swing Staging, Inc., will furnish replacement parts, or repair any parts that prove to be defective, only when used under normal conditions and service, and in accordance with instructions issued by Swing Staging, Inc., to the customer. This will constitute the sole and exclusive remedy for the breach of any and all warranties, and customer hereby expressly waives all other remedies.
23. The loading or unloading of material, erection or dismantling, or furnishing of sills, stringers or other wooden members, is solely the responsibility of the customer, unless otherwise contracted for. Trucking charges include one (1) hour at the jobsite. Time, after the initial hour, will be subject to overtime charges.
24. Requests for delivery/pick up of equipment must be made in writing, and confirmed by Swing Staging, Inc. Upon Swing Staging's confirmation of said request, Swing Staging, Inc., shall make every effort to schedule the delivery/pick up, within three (3) full business days, a full seventy-two (72) hours, from the date of confirmation. Swing Staging, Inc. will not be held liable for loss, damage or additional rental charges incurred prior to the scheduled pick up date.
25. Swing Staging, Inc., will not be held liable for loss, damage or additional rental charges arising from late delivery/pick up or non-fulfillment of a contract by reasons of acts of God, fires, labor disturbances, strikes, delays in transportation, accidents, civil or military authority or any other cause whatsoever unavoidable or beyond Swing Staging's reasonable control.
26. Swing Staging, Inc. will not be held liable for any special, indirect or consequential damages whatsoever, including but not limited to loss of profits, extra labor costs, delays or any other claim arising out of, or resulting from, the use, loss of use, breakdown or malfunctioning of the equipment.

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27. Customer is responsible for having equipment available and accessible at curbside at time of pick-up. Availability and accessibility for deliveries and pick-ups shall include providing sufficient labor to load or unload equipment and making all necessary and legal parking arrangements for delivery and/or pick-up of equipment. Lease charges will continue to be assessed until equipment becomes available and accessible. In addition, customer will be charged for each pick-up required including pick-up attempts that fail as a result of unavailability and inaccessibility of the equipment. Customer/purchaser will be held liable for any and all summonses issued to Swing Staging vehicles as a result of a failure to make necessary and legal parking arrangements.
28. Any failure of Swing Staging, Inc., to insist upon strict performance by customer as regards any provision of this contract shall not be interpreted as a waiver of Swing Staging's right to demand strict compliance with all other provisions of this contract against customer or any other person. The provisions of this contract shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
29. In the event of default in any of the above terms, customer/purchaser will pay Swing Staging, Inc., all costs and expenses incurred by Swing Staging, Inc., in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof, including reasonable attorney fees equal to 25% of any unpaid past due lease/purchase charges, in no event will the amount be less than \$2,500.00.
30. Swing Staging, Inc. reserves the right to, from time to time, acquire copies of customer credit reports, including those of owners, officers, partners and directors.
31. This contract comprises the entire contract between the parties and it is acknowledged that there are no understandings, representations, warranties, promises, verbal or otherwise, pertaining to this lease/purchase or to the equipment which are not incorporated herein expressly by reference or by rider attached hereto.

PERSONAL GUARANTEE

The undersigned, _____, personally warrants and guarantees the complete and faithful performance by _____, of each and every term hereof and further guarantees the payment to Swing Staging, Inc., when due, of each and every obligation of _____

(name of signatory)
(name of company)
(name of company)

This guarantee shall be deemed a continuing guarantee for all present and future obligations and liabilities of _____ to Swing Staging, Inc.

(name of company)

Signature: _____ **Date:** _____

SS#: _____ **License ID#:** _____

Sworn to before me, this _____ **day of** _____ **2008**

Notary Public: _____