



PROTECTION SERVICES INC.
 635 Lucknow Road • Harrisburg, PA 17110-1635 • Phone 717-236-9307 • Fax 717-236-1281

CREDIT APPLICATION

We appreciate your choosing Protection Services Inc., for your traffic maintenance needs. In order for us to maintain your credit account, we would appreciate your completing the Credit Application. Please sign the application and bank authorization, returning both to our office.

Business Name _____ Telephone () _____

Address _____ City _____ State _____ Zip Code _____

Federal Identification Number or Social Security Number _____

Is your business incorporated? _____ If so, what State? _____

Are you sales tax exempt? _____ (If so, please enclose Exemption Certificate)

Type of Business _____ Year Established _____

Your Bonding Company _____

Bank Name _____ Account Number _____

Bank Phone Number _____

Please Sign Authorization Below

Where have you purchased your traffic safety equipment for the past 12 months? _____

CREDIT REFERENCES

Name _____ Address _____ Telephone _____

(1) _____

(2) _____

(3) _____

Owners or Officers

Name _____ Title _____ Telephone _____

Home Address _____

Name _____ Title _____ Telephone _____

Home Address _____

CREDIT AGREEMENT

I (We) agree to pay Protection Services Inc., Harrisburg, Pennsylvania in full within 30 days of invoice date. For all past due amounts, I (We) agree to pay a finance charge of 1.25 percent **PER MONTH** (minimum charge \$.50) **WHICH IS AN ANNUAL RATE OF 15%**. Upon default by me, my entire balance shall, at the option of Protection Services Inc. become due and payable. I (We) will pay all collection costs and attorney fees if it becomes necessary to refer my account for collection.

Signature _____ Title _____ Date _____

BANK AUTHORIZATION

I (We) authorize _____

Bank Name and Full Address _____

to release information requested by Protection Services Inc., Harrisburg, Pennsylvania in order to establish a credit line/account with their company.

Business Name _____ Authorized Signature _____ Date _____

TERMS AND CONDITIONS OF SALE

WARRANTY OF TITLE Seller warrants that Seller is the lawful owner of Equipment transferred herein, free of all encumbrances.

WARRANTIES SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, THE RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, OR LATENT DEFECTS.

TERMS AND CONDITIONS OF LEASE

OWNERSHIP Title to each item of Equipment is, and shall at all times remain with Lessor. Lessee shall have no right, title, or interest therein except as expressly set forth in this Lease.

TERM The obligations under this Agreement shall commence upon the written acceptance thereof by Lessor and by Lessee, and shall end upon full performance and observance of each and every term, condition, and covenant set forth in this Lease Agreement and any extensions or modifications thereof.
WARRANTIES LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; OR LATENT DEFECTS

LESSOR'S INSPECTION Lessor shall have the right at any time to enter into and upon the premises where the Equipment may be located for the purpose of inspecting the same or observing its use.

SPECIFICATION AND ACCEPTANCE Lessee shall inspect Equipment upon taking possession thereof. Unless Lessee gives a written notice to Lessor with six(6) hours thereafter specifically stating any objections to the Equipment, it shall be conclusively presumed that Lessee has fully inspected the Equipment, that Lessee deems the Equipment satisfactory and acceptable to Lessee in all respects, and that Lessee has accepted the Equipment in good condition and repair.
USE Lessee shall use the Equipment in a careful and proper manner, and shall comply with and conform to all applicable national, state, local, administrative, police, and other laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the Equipment.

INDEMNITY Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the use of the Equipment. Lessee agrees that it will give Lessor prompt notice of the assertion of any such claim or the institution of any such action or proceeding.
Lessee hereby specifically agrees that the provisions of this clause take precedence and priority over any other indemnification or hold harmless provisions which may be a part of any other document issued or forming a part of this transaction. In the event such provisions are contained in any such other documents, the within clause shall be paramount, supplant such other provisions, and render such other provisions null and void regardless of the date when such other documents were issued, signed, acknowledged, or accepted. Lessor shall have no duty to object or reject the indemnification or hold harmless provisions in any such document, the same being rendered null and void by this clause.

LOCATION Equipment at all times shall be located at the project location and shall not be removed therefrom except with the written consent of Lessor. The placing and use of all equipment after delivery to the customer is subject to the sole control and direction of the customer and Protection Services Inc. Assumes no responsibility or liability for the placing of said equipment. All equipment shall be located at the project location and thereafter maintained at all times in strict accordance with all applicable National, State, Local, Administrative, Police and other laws, ordinances and regulations. Any deviation from the aforementioned, must be authorized in writing, and executed by the appropriate authority responsible for the project.

RISK OF LOSS All risk of loss, damage, theft, or destruction to each item of Equipment shall be borne by the Lessee. No such loss, damage theft, or destruction of the Equipment, in whole or in part, shall impair the obligation of Lessee under this Lease, all of which shall continue in full force and effect. Lessee shall be subrogated to Lessor's rights with respect to any insurance policies or claims for reimbursement by others with respect to such loss, damage, theft, or destruction.

IDENTIFICATION Lessee will not remove, alter, or deface Lessor's ownership tags, plates, labels, lettering, or identification on Equipment.

NO ALTERATIONS Lessee shall not alter or modify the Equipment an any way, except with the prior written consent of Lessor.

SURRENDER Upon the expiration of the term or earlier termination of this Lease, with respect to any item of Equipment, Lessee shall immediately return the same to Lessor in good repair, condition and working order, reasonable wear and tear, and depreciation, resulting from proper use thereof alone excepted.
TAXES Lessee will pay any applicable taxes relating to Equipment.

INSURANCE Lessee, at its own expense, will keep Equipment insured, with companies and under policies acceptable to Lessor, for such amounts and against such hazards as Lessor may require, with losses under such policies payable to Lessor in terms satisfactory to it. Such policies or evidence of such insurance satisfactory to Lessor shall be delivered to Lessor.

LESSOR'S ADVANCES In the event Lessee fails to preserve and maintain Equipment, pay and discharge applicable taxes, charges, costs and expenses or procure and maintain required insurance, Lessor, at its option, may do so, and all such advances by Lessor shall be added to the unpaid balance of the rentals due hereunder and shall be payable by Lessee to Lessor on demand, together with interest thereon at the highest legal contract rate until paid.

NO ATTACHMENT Lessee will not cause or allow any attachment or execution to be levied upon the Equipment by any third party for any reason. Lessee shall give Lessor immediate written notice of any attachment or other judicial process affecting any item of Equipment.

NO TRANSFER, ENCUMBRANCE, OR ASSIGNMENT BY LESSEE Without the prior written consent of Lessor, Lessee shall not (a) assign, sell, transfer, mortgage, pledge or otherwise encumber this Lease, the Equipment or any part thereof, or any interest therein or (b) sublet, lend or dispose of Equipment or any interest therein, or permit the Equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees.

DEFAULT If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable or if Lessee fails to observe, keep or perform any other provision of this Lease required of it, and if Lessee fails to remedy, cure or remove such failure in payment or such other failure in observing, keeping or performing the provisions of this Lease within ten (10) days after receipt or written notice thereof from Lessor, Lessor shall have the right to exercise any one or more of the following remedies.

- (A) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of Equipment, without notice or demand to Lessee.
- (B) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment.
- (C) To take possession of any or all items of Equipment, without demand or notice, whenever same may be located, without any court order or other process of law.
Lessee hereby waives any and all damages occasioned by such taking of possession unless caused by Lessor's gross negligence or willful misconduct. Any said taking of possession shall not constitute a termination of this Lease as to any or all items of Equipment unless Lessor expressly so notifies Lessee in writing.
- (D) To terminate this Lease as to any or all items of Equipment.
- (E) To pursue any other remedy at law or in equity.
Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease.

CONFESSION OF JUDGMENT Lessee, jointly and severally, irrevocably authorizes any attorney to appear in any court for Lessor upon default by Lessee of any of the covenants herein, and confess a judgment without process in favor of the Lessor or its assigns, for such amount as may appear to be unpaid hereon, together with costs and reasonable attorney's fee, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution on such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

LESSOR'S EXPENSES Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

CONCURRENT REMEDIES No right or remedy herein conferred upon reserved to Lessor is exclusive of an other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

TIME OF ESSENCE, NON-WAIVER Time is of the essence of this Lease and each and all of its provisions. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default.

IRREVOCABILITY This Lease is irrevocable for the full term thereof and until the aggregate rentals provided for herein have been paid by Lessee. Rent shall not abate during the term hereof because Lessee's right to possession of Equipment has terminated or because Equipment has been repossessed, or for any other reason.

ENTIRE AGREEMENT This instrument constitutes the entire agreement between Lessor and Lessee, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SEVERABILITY Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition and unenforceable

without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law which prohibits or renders unenforceable any provisions hereof in any respect.

PARTIES The provisions of this Lease shall be binding upon, and inure to the benefit of, the assigns, representatives, and successors or Lessor and Lessee. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

Materials contained on this page are an inseparable part of the materials on the reverse side hereof. (Protection Services Inc. CREDIT APPLICATION)