

RENTAL SOLUTIONS

EQUIPMENT • TOOLS • POWER
RENTALS • SALES • PARTS • SERVICE

CREDIT APPLICATION AND AGREEMENT

5505 Highway 29, American Canyon, CA 94503
(888)928-RENT(7368) • Fax (707)251-9779

Business Information			
Customer Name		Phone:	Fax:
Address		Billing Address	
City	State	Zip	City State Zip
Primary Contact		A/P Contact	
Phone	Email	Phone	Email
Federal Tax ID No.	Contractor License No.	Yrs. In Business	# of Employees
Business Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit			
Business Description		Prior Yr. Gross Sales	Monthly Credit Request

Please indicate "YES or "NO" for each section

Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Job #'s Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt? (If yes, attach proper forms) <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized User List Needed? (If yes, separate form will be provided) <input type="checkbox"/> Yes <input type="checkbox"/> No
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Owner Information

Name	Title	Social Security No.	Home Phone
Address			
Name	Title	Social Security No.	Home Phone
Address			

Business References

Bank Contact	Account No.	Telephone No.	Fax No.
	Address		
Business Contact	Account No.	Telephone No.	Fax No.
	Address		
Business Contact	Account No.	Telephone No.	Fax No.
	Address		
Business Contact	Account No.	Telephone No.	Fax No.
	Address		

Insurance Coverage for Loss or Damage to Rental Equipment (YES OR NO MUST BE SELECTED):

YES – I/We will provide now and anytime in the future upon request an insurance certificate(s) showing insurance coverage as follows:

1. LIABILITY
 - Liability limits not less than 1 million per occurrence
 - 30 days Notice of Cancellation
 - Rental Solutions, LLC, named as Additional Insured
2. PROPERTY DAMAGE on rented/leased equipment
 - Rental Solutions, LLC, named as Loss Payee for full replacement cost

NO – Damage Waiver Plan (DWP) Charge of 14% will be charged on total rental charges. On this basis, all costs for Loss/Theft and Damage not covered by the DWP to persons, property or equipment will be paid directly by Customer

Credit Department Use Only		
Approved/Decline Reason	Equifax Rating	Credit Limit \$
Credit Manager Signature & Date	Salesperson	Customer No.

Continued on back of form

Account Agreement and Terms

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

1. This Account Agreement and Terms ("Agreement") supersedes, with respect to rentals made subsequent to the acceptance of this application by Rental Solutions, any prior Account Agreement and Terms governing the extension of credit by Rental Solutions to the Undersigned. Rentals by Rental Solutions to the Undersigned made subsequent to the acceptance of this application by Rental Solutions 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 acceptance of this application shall not create any obligation on the part of Rental Solutions to rent equipment to the Undersigned or to extend credit to the Undersigned in connection with any such rental.
3. It is understood and agreed that the Undersigned specifically consents to Rental Solutions investigating the Undersigned's credit history and the information provided on this application, for the purpose of extending credit.
4. IF CREDIT IS EXTENDED, THE UNDERSIGNED ACKNOWLEDGES THAT RENTAL SOLUTIONS CREDIT TERMS ARE PAYMENT IN FULL THIRTY (30) DAYS FROM THE DATE OF INVOICE.
5. All sums are due and payable in the County of Napa at the mailing address of 5505 Highway 29, American Canyon, CA. 94503 or in such other county and/or at such other mailing address as shall be specified on the invoice. In the event of a lawsuit, venue shall reside in the aforementioned County.
6. In the event the Undersigned fails to timely pay any invoice, the Undersigned agrees to pay a late fee to Rental Solutions on such delinquent invoice until same fully paid, at the rate of 1.5% per month or maximum rate allowed by the laws of the jurisdiction where the originating Rental Solutions branch stated on the invoice is located, whichever is less.
7. The undersigned agrees that, with or without notice of demand, the Undersigned shall reimburse Rental Solutions for all expenses (including actual attorney's fees) incurred by Rental Solutions in connection with any indebtedness of the Undersigned or the collection thereof.
8. The Undersigned agrees fully and promptly to furnish Rental Solutions information needed or requested by Rental Solutions for proper filling out and service of preliminary notices under the mechanic's lien law.
9. This Agreement shall be governed and construed by the laws of the STATE of CALIFORNIA. Customer consents to jurisdiction in the State and United States District Court of California. If any provision, or any part of any provision of this Agreement or the application thereof is held invalid or unenforceable the remainder of this Agreement shall not be affected thereby and to this and the provisions of this Agreement are declared severable.
10. 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 Rental Solutions, shall be segregated from other monies of the Undersigned, and shall be used only to pay Rental Solutions, to the extents that such monies are attributable to the equipment rented hereunder until Rental Solutions has been paid in full for such rentals.
11. The Undersigned hereby agrees that in the event any sum due Rental Solutions for any invoice or Rental Contract is not paid in accordance with the terms of this Agreement, Rental Solutions shall be entitled to immediately repossess any and all equipment then being rented to the Undersigned (and upon demand by Rental Solutions to the Undersigned, the Undersigned shall make such equipment immediately available to Rental Solutions), and in the event of any such repossession of such equipment, Rental Solutions shall not be liable to the Undersigned for any damages (including, without limitation, consequential damages, incidental damages, punitive damages or damages for loss of profits)
12. The Undersigned warrants and represents that it is knowledgeable in the operation of the equipment which it shall rent from Rental Solutions, or that it shall become knowledgeable in use of such equipment before commencing use of any such equipment. In the event the Undersigned fails to notify Rental Solutions at the time of rental of any equipment that the Undersigned is unfamiliar with the use of such equipment, it shall be deemed that the Undersigned is familiar with proper use of equipment, and that any person operating the equipment on behalf of the Undersigned is likewise knowledgeable in the proper use of the equipment. The Undersigned agrees that it shall at all times use equipment rented from Rental Solutions in a lawful manner and in compliance with all applicable health and safety laws and regulations and general standards of reasonable care and in accordance with the manufacturer's instructions for use of such equipment. The Undersigned does hereby agree to defend, indemnify and hold Rental Solutions and its employees, members, managers and agents harmless from and against any and all claims, demand, liabilities, costs, causes of action or attorney's fees of any nature brought by any person arising out of and/or relating to use of equipment rented by the Undersigned from Rental Solutions. The indemnity provided herein shall apply notwithstanding any negligence by Rental Solutions its employees, members, managers and/or agents, except that this indemnity provision shall not apply in the event of the sole negligence or willful misconduct of Rental Solutions, its employees, members, managers and/or agents.
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 RENTAL SOLUTIONS IN CONNECTION WITH THIS AGREEMENT OR ANY RENTAL CONTRACT BETWEEN THE UNDERSIGNED AND RENTAL SOLUTIONS.
14. The terms of this Agreement may be revised or supplemented from time to time by Rental Solutions 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 Rental Solutions. The Undersigned's making a rental from Rental Solutions 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 Rental Solutions in writing of any change in the Undersigned's business ownership/form or structure. If the Undersigned fails to promptly notify Rental Solutions 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.

Print Authorized Officer's Name: _____

Print Authorized Officer's Title: _____

Authorized Officer's Signature: _____

Date: _____

Individual Personal Guaranty

In consideration of the extension of credit to the applicant named herein, the undersigned ("Guarantor"), jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the applicant to Rental Solutions and further unconditionally guarantees performance of all of the applicant's obligations under this Agreement. 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. Rental Solutions 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 Rental Solutions to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to Guarantor with respect to any indebtedness of the applicant; (d) all other notices to which Guarantor might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (6) 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 brought against the applicant or any other person or to require that resort be had to any security.

Guarantor agrees that, with or without notice or demand, Guarantor shall reimburse Rental Solutions, LLC, to the extent that such reimbursement is not made by the applicant, for all expenses (including actual attorney's fees) incurred by Rental Solutions, LLC, 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 Guarantor.

Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Rental Solutions, LLC, 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 AND CONSENTS TO JURISDICTION AND VENUE IN ANY ACTION HEREON IN THE SUPERIOR COURT FOR NAPA COUNTY, CALIFORNIA.

Guarantor further acknowledge and represent that any titles written near their signatures below is/are merely intended to clarify the individual's position with the customer and in no way is intended to limit or cancel the personal nature of this guarantee.

Guarantor's Signature: _____ Guarantor's Signature: _____

Print Guarantor's Name: _____ Print Guarantor's Name: _____

Social Security No. _____ Social Security No. _____

Witness Signature: _____ Witness Signature: _____

Print Witness Name: _____ Print Witness Name: _____

Date _____ Date _____