



## CREDIT APPLICATION

Please return

**By Fax:** HEAVY EQUIPMENT RENTALS, LLC, Fax (951) 674-4844

**Or By Mail:** HEAVY EQUIPMENT RENTALS, LLC, "HER"  
13013 Temescal Canyon Rd, Corona, CA 92883

**If you have any questions please call:**  
Toll Free 877-RENT-HVY (736-8489), Local (951) 674-9999

Acct #	_____
Approved by	_____
Credit Limit	_____

HEAVY EQUIPMENT RENTALS LLC  
**CREDIT APPLICATION**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**\*\*Name of the person who completed this form:**

**1. BUSINESS ACCOUNT APPLICATION AND AGREEMENT**

Name of Company		Phone	
Mailing Address		Fax	
Physical Address		Experian #	D&B #
City		State	Zip
INDICATE ONE: <input checked="" type="checkbox"/>	Sole Owner <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Partnership <input type="checkbox"/>
Corporation, State of		Date of Incorporation	
Length of time in business		<b>A/P Contact</b>	
Record all applicable License Numbers: Type of Business.		Landlord Contact Ph.#	
Business License#		Federal I D#	
Contractors License #		RESALE #	

**2. PRINCIPAL INFORMATION** (If partnership, list "Principal Information" on separate sheet for each Partner.)

Name		SS#	D.L.#
Home Address			Phone
City	State	Zip	How Long?
Previous Address			
City	State	Zip	How Long?
Have you ever personally filed bankruptcy or have you ever been an officer, director or shareholder of a corporation which has filed bankruptcy?      Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, When	Name of Entity Filing Bankruptcy?		How many times #
Where?	What Chapter of Bankruptcy?		

**3. BUSINESS BANK ACCOUNTS**

Bank Name		Checking Acct #	
Address		Savings Acct #	
Number	Street	Loan Number	
City	State	Zip	
Person to contact		Phone Number	

**4. CREDIT REFERENCES** (\*\*Please List Other Rental Companies)

a) Company Name	Phone		
Address	Fax		
City	State	Zip	
b) Company Name	Phone		
Address	Fax		
City	State	Zip	
c) Company Name	Phone		
Address	Fax		
City	State	Zip	

## 5. DAMAGE WAIVER

Under no circumstances shall HER be liable for any consequential damage resulting from the mechanical failure of any equipment. Customer agrees HER's liability shall be limited to providing a replacement piece of equipment within a reasonable time.

Customer is required, at Customer's expense, at all times, from prior to delivery of equipment to Customer, until equipment is returned to HER's yard in a rentable condition, to maintain insurance against all risks of loss or damage from any cause. Customer must carry at least the full replacement value of the rented equipment or a minimum of \$150,000 per occurrence, covering the rented equipment and naming HER as Additional Insured Endorsee ("AIE"). Customer must also provide HER evidence of public liability and property damage insurance. Such insurance shall be in the amounts and with insurance companies satisfactory to HER protecting HER as an additional insured, and providing 10 days written notice via certified mail to HER prior to any cancellation or modification to any policy. Customer is also responsible to deliver to HER evidence of the insurance, if no AIE can be furnished naming HER additional endorsee, Customer agrees to be charged the Damage waiver to protect all HER rights. This is at the Customer's expense, at a rate of 10% of rental charge. . A copy of insurance naming HER as Additional Insured Endorsee "AIE".

### LOSS OR DESTRUCTION OF THE EQUIPMENT

If the equipment should be lost, stolen, destroyed or rendered unfit for service, Customer is responsible for payment to HER for the full replacement value of the equipment, together with interest at 18% per annum until said sum is paid.

"DAMAGE WAIVER" IS NOT INSURANCE, it is an alternative to providing HER with proof of insurance. Misuse of Equipment, abuse of Equipment, or neglect of Equipment is not covered by Damage Waiver, By accepting HER's "DAMAGE WAIVER", provided Customer takes reasonable precautions to protect equipment, HER assumes on a deductible basis, risk of direct physical loss of, or damage to the leased or rented equipment except the following risks assumed by Customer:

1. The first \$5,000.00 or 10% of replacement cost, whichever is higher of each claim for loss or damage as a result of theft, vandalism. If said item of equipment has a replacement cost of less than \$5,000.00, then said deductible shall be 10% of replacement cost.
2. Misuse of Equipment, abuse of Equipment, or neglect of Equipment is not covered by Damage Waiver, and Customer is wholly liable for any damage or loss resulting from such events. Accessories, such as air hose, tool steel, electric cord, blades, welding cable, liquid fuel tanks and other similar items are also excluded from Damage Waiver.
3. Loss or damage resulting from overloading or exceeding the rated capacity of equipment.
4. Loss or damage to motors or other electrical appliances or devices caused by artificial electric current.
5. Damage to tires and tubes caused by blowouts, bruises, cuts, road hazards or other causes inherent in the use of equipment.
6. Loss due to mysterious disappearance.
7. Loss or damage caused by infidelity or dishonesty of Customer, Customers employees or persons to whom the equipment was entrusted.
8. Damage or loss as a result of failure to provide proper and sufficient daily maintenance and servicing of equipment, including but without limitation to lubrication, greasing , fueling, and checking all lubrication levels including daily checks of oil, water, transmission levels, greasing machine and attachments daily and report any problems to HER immediately, cleaning of air filters when required. Any engine damage which occurs from the use of improper fuel, clogged air cleaner or dusting of machine.
9. Use of the equipment in violation of any of the terms of this contract or the Annual Equipment Rental contract.
10. Failure to file a police report.
11. Failure to keep equipment locked or guarded when not in use.
12. Customers are responsible for all glass damage, cosmetic damage to equipment or panels, scratches to hydraulic cylinders.

HER's waiver of claims against Customer as herein set forth is contingent upon Customers prompt making of and submission to HER's of copy of police report where applicable. Disappearance of the equipment or theft or conversion not documented with the applicable public authorities (such as a police report), and a copy promptly supplied to HER, and any other failure of Customer to promptly notify HER of any damage or loss, and to co-operate fully with HER supplying all necessary information to document the claim. Customer agrees to pay 50% of the replacement cost immediately upon discovery of loss and agrees that this payment does NOT convey title to Customer. If any such equipment is recovered at a later date, HER may, at its sole option, offer the equipment for sale to Customer at current market value less the amount already paid for its loss, not including continuation of rental period, or refund to Customer, the amount already paid and retake possession and use of the equipment.

**IN THE EVENT THAT YOU CHOOSE TO SECURE YOUR OWN PROTECTION THROUGH YOUR INSURANCE COMPANY**, HER requires that a certificate of insurance be given to us providing all risk coverage to the full replacement value for "equipment rented from others naming HER as Additional Insured and Loss Payee with respect to Equipment Rented from HER". You will be charged for damage and theft waiver until the actual certificate is received by HER In the event HER does not receive a certificate of insurance and you are not paying our damage waiver, please be advised that you are fully liable and responsible for any loss or damage to HER equipment while rented or leased to you. We reserve the right to change the percentage fee or amount of deductible at any time.

Please ***initial*** the appropriate box:

I agree to accept this damage and theft waiver plan on all future contracts, through HER.

I certify that I have insurance to cover rental equipment and I will promptly forward an Additional Insured Endorsement to HER. I understand that I am responsible for any loss or damage resulting HER equipment while rented or leased by me. I also understand that any losses to the equipment are based on actual replacement cost of the equipment at the time of the loss and that I am responsible for any difference between the replacement cost and the amount that my insurance company offers to settle for. I agree to make settlements to HER under their normal terms regardless of the settlement time by my insurance company.

INSURANCE NAME	
AGENT	PHONE
ADDRESS	
POLICY NO.	EXPIRATION DATE

**6. AUTHORITY TO ORDER EQUIPMENT**

Are Job Numbers required?      Yes       No       If yes, Before Renting       Written       Verbal   
 Are Purchase Orders required?      Yes       No       If yes, Before Renting       Written       Verbal   
 HEAVY EQUIPMENT RENTALS LLC (referred to as "HER here on") is authorized to charge as follows: (check one or more)

- Anyone representing themselves as an employee of your company, verbally.
- Anyone presenting a written purchase order
- Other \_\_\_\_\_

**MOVING EQUIPMENT JOB-TO-JOB**

If a customer moves a piece of equipment rented from HER, to any job other than the job location specified by the Purchase Order / Job Number given to HER by the customer, HER requires notice within 1 business day of the new location, and Customer agrees to issue the new Purchase Order / Job Number, and provide the new job location preliminary notice information.

**TERMS AND CONDITIONS**

- A) As Principal of \_\_\_\_\_ (hereinafter referred to as 'Customer'). We promise and guarantee that all information on this application and agreement is true and complete. Customer agrees to be bound by all the terms and conditions stated herein. The Customer represents to HER, that it is a commercial account and that the rental will be used for business, commercial or agricultural purposes.
- B) Customer hereby authorizes HER to obtain credit, financial and personal information of any kind concerning customer from any source. The Customer authorizes HER, to investigate Customer's credit history either in connection with this application for credit or later in connection with an update, renewal or extension of additional credit under this agreement. The customer further authorizes HER, to furnish information concerning Customer's accounts to consumer reporting agencies and others who in HER discretion may properly receive such information.
- C) Credit is to be extended at sole discretion of HER, and upon such terms and conditions as HER, in its sole discretion from time to time determines. Credit limitations set on this action shall be for the protection of HER and shall not be construed to be a limitation on the liability of the company's account or any personal guarantee, granting of credit is at the discretion of HER and, as the same maybe, from time to time amended. HER has the discretion to terminate services with or without notice, when Customer's credit limit is reached. HER failure to enforce any specific right or otherwise indulge the company shall not be deemed a waiver of this agreement or any part of this agreement. Customer assumes all risks of any loss resulting from HER's termination of credit.
- D) Application for credit involves an acceptance of all HER rental policies and procedures outlined in the Rental Contract. Credit is offered in accordance with complete understanding by the applicant of HER policies on the transportation/rental period, receipt/return/retaking of equipment, usage rates, continuous billing, conditions, insurance, loss or destruction of equipment, damage waiver, equipment failure, possession and legal fees, compliance with laws and safety, inspection, liability, hazardous material, default, or any other areas where HER policies and procedures apply.
- E) Customer agrees to pay all charges within thirty (30) days from date of invoice. Unpaid billings shall incur a service charge of 1 ½% per month (18% per year) or at some higher rate as HER may give notice of unless limited by law to a lower rate on the unpaid balance. HER, may at any time without notice refuse to permit further credit purchases.
- F) The Customer is obligated for purchases made in the name of the company notwithstanding change in the form of business or sale of the business to a third party unless notice, as described below, is given first.
- G) Use of equipment may require purchaser to comply with various federal, state or local laws, rules, regulations or safety codes, including but not limited to governing Occupational Safety and Health Standards.
- H) Customers shall defend, indemnify and hold HER, harmless from any and all claims of taxes, costs and expenses, including but not limited to those for bodily injury and damage, which may be occasioned by or attributed to the Customer or its agents or employees while using HER , equipment.
- I) HER shall not be liable for any damages including consequential damages which may result from failure of HER equipment to operate in any manner whatsoever. Under no circumstances shall HER be liable for any consequential damage resulting from the mechanical failure of any equipment. Customer agrees HER's liability shall be limited to providing a replacement piece of equipment within a reasonable time.
- J) HER may without notice cancel the Customer's right to use and/or may reduce company's credit limit at any time. Upon notice, HER may amend this agreement at any time; subsequent purchases shall be subject to such amendment.
- K) Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule or regulation of any governmental agency, will not affect the validity or enforceability of any other provision of this agreement.
- L) The Customer understands that no officer, employee, agent or assignee of Customer has authority to waive any provision of this agreement, nor shall an industry custom or practice vary the expressed provisions contained herein.

