

EQUIPCO

A Louisiana Limited Liability Company (EQUIPCO)

1793 Julia Street
New Orleans, LA 70113
(504) 527-0933 Facsimile: (504) 527-0934



Application for Credit

Please print, complete and fax to 504.527.0934

Commercial Applicant _____ Date _____

Street Address _____ City _____ State _____ ZIP _____

1 Billing Address : _____
(if different from Business Address) City _____ State _____ ZIP _____

2. Internet Billing: _____
We have the ability to send invoices via e-mail. If you wish to receive invoices in this manner, please provide your current e-mail address.

Own Rent Years at Address Business Telephone No. Fax No. Years In Operation

No. of Employees E-mail Address Nature of Business Contractor License No.

Business Structure: Sole Proprietor Partnership LLC Corporation

Subsidiary Of? Federal Employer Identification No.

Valid Certificate of Insurance Attached/On File? Yes No Exempt From Paying Sales Tax (Valid Sales Tax Certificate Attached?) Yes No

Any Restrictions On Who Can Order or Sign For Equipment? Yes No Purchase Order No. Required On Each Invoice? Yes No
If "Yes" Attach List of Authorized Employees

Job Site Account? Yes No If "Yes," List Master Account SIC

Owner/Officer Information

1.) Name _____ Title _____ Social Security No./Tax ID No. _____

Address _____

Home Telephone No. _____ Driver's License No. _____ State Issued _____

2.) Name _____ Title _____ Social Security No./Tax ID No. _____

Address _____

Home Telephone No. _____ Driver's License No. _____ State Issued _____

Bank Account Information

Name _____ Address _____ Account No. _____ Account Contact _____ Telephone No. _____

Name _____ Address _____ Account No. _____ Account Contact _____ Telephone No. _____

Trade References

1.) Name _____ Telephone No. _____

Address _____ Account Contact _____ Fax No. _____

2.) Name _____ Telephone No. _____

Address _____ Account Contact _____ Fax No. _____

Credit Agreement

1. The Applicant agrees that the terms and conditions of this Credit Agreement, as set forth below, and the additional terms and conditions set forth in the rental contracts and invoices which relate to each item of equipment rented by Equipco to the Applicant and their Agents and Representatives (the "Rented Equipment"), constitute the Rental Account Agreement between Equipco and the Applicant, the terms and conditions of which are agreed to by the execution of this Agreement, any Rental/Sales Contracts and the continued use and possession of the Equipment, with the Rental/Sales Contracts and invoices specifically incorporated by reference.
2. If you choose NOT to purchase a Loss and Damage Waiver from Equipco, you must provide Equipco with Proof of Insurance in the form of an All Risk Floater naming Equipco as the loss payee on any and all Rented Equipment. Failure to purchase a Loss and Damage Waiver may result in your being held responsible for the full and complete cost of any and all losses and damage to the Rented Equipment. The terms and conditions of the Loss and Damage Waiver may result in your being held responsible for the full and complete cost of any and all losses and damage to the Rented Equipment. The terms and conditions of the Loss and Damage Waiver are set forth in the Rental Contracts, which must be signed at the time of equipment rental, and which are incorporated by this reference.
3. Each invoice is due and payable within thirty (30) days of the invoice date.
4. At the Company's discretion, any account may be placed on a C.O.D. basis and equipment picked up without prior notice to the extent permitted by applicable law.
5. By signing this Application, the Applicant agrees to pay interest or a service charge on all delinquent amounts due and payable to Equipco up to the maximum permitted by state law where the contract is signed or one and one-half percent (1½%) per month [eighteen percent (18%) per annum], whichever is greater.
6. The Applicant agrees that if Rented Equipment is rented for more than four weeks, Equipco can issue periodic unsigned invoices for the rental charges due. Such periodic invoices are due and payable within thirty (30) days of the invoice date.
7. Equipco will charge all applicable state and local taxes unless the customer supplies a valid resale certificate.
8. Equipco policy is to file advance lien notices in whatever format mandated by specific state laws. Note that this action is dictated by policy and is not a reflection of your credit standing.
9. The Applicant agrees to pay all reasonable attorney(s) fees, collection costs, and court costs incurred by Equipco to enforce the terms and conditions of the Rental Contract. The Applicant consents to the jurisdiction of the State and Federal Courts in the State of Louisiana, and **HEREBY WAIVES TRIAL BY JURY.**
10. The Applicant and its Agents agree to indemnify, defend, and hold harmless Equipco and its agents, officers, and employees from and against any and all claims, demands, actions, damages, and expenses in conjunction with the loss of life, personal injury, damage to property, debts, and all other claims arising from services, equipment, or merchandise furnished under any Rental/Sales Contract and the Rental Account Agreement.
11. For those Applicants that require a Purchase Order on each invoice, equipment cannot be released unless a Purchase order is provided. Applicants that have restricted who can order or sign for equipment must provide an authorized list with this Application.
12. By signing this form, you are authorizing Equipco to send advertisements and solicitations to you by facsimile transmission and other method.
13. **DISCLAIMER OF WARRANTIES:** Equipco, being neither the manufacturer, nor a supplier, nor a dealer in the Rented Equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Rented Equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. Equipco further disclaims any liability whatsoever for loss, damage, or injury to the Applicant or third parties as a result of any defects, latent or otherwise, in the Rented Equipment. As to Equipco, the Applicant leases the Rented Equipment "as is" and Equipco shall not be liable in any event to the Applicant for any loss, delay, or damage of any kind or character resulting from any defects in, or inefficiency of, the Rented Equipment or the accidental breakage thereof.
14. **DAMAGES:** The Applicant assumes responsibility and liability for the use and operation of the Rented Equipment and for any damages or loss to the Rented Equipment from the time it is delivered to the Applicant/Lessee until it is recovered by Equipco, unless covered under a limited damage and theft waiver as provided in the Rental Contract, including any damages or losses sustained while operated by third parties during the period that it remains under the possession and/or control of the Lessee.

AGREEMENT TO TERMS AND CONDITIONS

The undersigned represents and warrants that all information is true, correct, and complete, and has read, accepted, and agrees to be bound by all terms and conditions as set forth in this document and as set forth in each rental document related to the equipment rented by the Applicant or their agents(s). It is further understood and agreed that the Applicant specifically agrees and consents to Equipco investigating credit and trade payable history and the utilization of credit reporting services to secure this information. In order to secure this credit accommodation, the Applicant hereby authorizes the now and future use of consumer credit reports and the full and complete release of credit and account information from the bank references noted in this Application. This agreement may be executed in counterparts and the executed counterparts, when signed and taken together, shall constitute the fully executed Credit Agreement. The Applicant further agrees that facsimile copies of this agreement, including the personal guarantee(s) will be accepted, effective, and enforceable as the original.

Signature	Date	Signature	Date
Print Name and Title		Print Name and Title	

CONTINUING PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to Equipco when due of all indebtedness, obligations, and liabilities of the Applicant named in this Application for Credit and Credit Agreement, including all amounts currently owing and arising in the future, including any service charges, interest, attorney(s) fees, court and collection costs. The Applicant also agrees to be personally and unconditionally bound by all terms and conditions of this Credit Agreement and the Rental Account Agreement, including the Rental Contracts and invoices related to the Rented Equipment which are incorporated by this reference and collectively constitute the "Rental Account Agreement." This guarantee will continue in full force and effect until all amounts payable by Applicant to Equipco have been paid and the Applicant account has been terminated. The Applicant guarantor hereby waives presentment demand of payment, filing, or proof of claim, any right to require a proceeding first against Applicant, protest notice and all demand whatsoever. The Applicant further authorizes and consents to the now and future use of personal consumer credit reports for information in support of this guarantee.

Authorized Signature	Date	Authorized Signature	Date
Print Name		Print Name	

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, gender, marital status, age (providing the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income is derived from any public assistance program, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.