



# APPLICATION FOR COMMERCIAL CREDIT AND CONTRACT

Please fill out completely. Email signed application to \_\_\_\_\_. Incomplete applications will not be processed.

Company or Corporation Name or Full Legal Name of Applicant if Sole Proprietor \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address: Street/PO Box City State Zip Phone # Industry / SIC Code

Physical Address: Street City State Zip Fax # Mobile #

Own  Lease/Rent Landlord / Mortgage Company City State Zip Phone #

Subsidiary/Division of: \_\_\_\_\_ City/State: \_\_\_\_\_ Phone #: \_\_\_\_\_

Business Type (choose one): State Chartered: \_\_\_\_\_ State Organization#: \_\_\_\_\_ County: \_\_\_\_\_ When: \_\_\_\_\_  
If less than 3 years, must sign Guarantee

Corporation Corporation or LLC Federal TAX ID#: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ State: \_\_\_\_\_

Corp: President/Secretary Name Residence Address Phone # Social Security #

LLC Please provide copy of Articles of Organization LLC Member/Manager Name Residence Address Phone # Social Security #

Partnership Partner Name Residence Address Phone # Social Security #

Sole Proprietorship Owner Name (Full Legal) Date of Birth Social Security #

Spouse Name (Full Legal) Date of Birth Social Security #

Tax Exempt  Yes  No Purchase Order Required  Yes  No Statements Required  Yes  No Invoices Emailed  Yes  No  
Tax will be charged without valid certificate on file

Principal Bank: \_\_\_\_\_ City: \_\_\_\_\_ Loan Officer: \_\_\_\_\_

Phone #: \_\_\_\_\_ Account Number(s): Checking: \_\_\_\_\_ Savings: \_\_\_\_\_ Loan: \_\_\_\_\_

Insurance Agent Name: \_\_\_\_\_ Company: \_\_\_\_\_

Bonding Agent Name: \_\_\_\_\_ Company: \_\_\_\_\_

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Trade References: Name Address Phone #

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Estimated Monthly Purchases: \_\_\_ \$1,000 \_\_\_ \$5,000 \_\_\_ \$10,000 \_\_\_ \$25,000+

Equipment to be Rented and Purpose for Rental:

\_\_\_\_\_

TERMS AND CONDITIONS OF CREDIT

THIS AGREEMENT CONTAINS PROVISIONS RELATING TO INDEMNIFICATION, LIABILITY RELEASE, LIMITATION OF REMEDY, ALLOCATION OF RISK AND INSURANCE

This application is submitted by the undersigned (hereafter referred to as 'Applicant') for the purpose of obtaining an open charge account with NorCal Rents, LLC dba NC Rents ("NC Rents"). All representations above are accurate, complete and truthful to the best of the Applicant's knowledge and belief. Applicant agrees and understands that the terms of credit with NC Rents are set forth in the NorCAL Rents "Rental Agreement- Terms and Conditions and are further as follows:

- 1. Except for extended term contracts, current billings are payable upon receipt of invoice. Applicant agrees to pay the amount due within thirty (30) days of each invoice date. Balances beyond thirty (30) days will be subject to a one and one-half percent (1½%) finance or interest charge per month (18% per anum) or the highest rate allowable by law. Applicant's account will be delinquent when any part of the account is thirty (30) days past due. NC Rents reserves the right to apply payments at its discretion. NC Rents may at its option and without notice raise or allow charges in excess of any credit limit granted. Applicant understands it is responsible for all charges to the account. A \$25 fee for each NSF check will be assessed. All open accounts expire after one year of inactivity. Customers wishing to re-open an account will be asked to re-apply and submit a new application.
2. Applicant shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. Applicant agrees that legal jurisdiction of this and all future contracts shall be at San Joaquin County, California.
3. Any disputes must be reduced to writing and delivered with reasonable timeliness (usually 30 days of incident) via certified mail to NC Rents 1520 W. Kettleman Lane, Suite A-1, Lodi CA 95242. Likewise, any checks marked 'payment in full' must also be sent via certified mail to the address and attention above. It is agreed that checks marked 'payment in full' or other language with similar intent shall not relieve NC Rents of any rights whatsoever.
4. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by NC Rents prior to acceptance. Quotes may or may not include any taxes; and where applicable, such taxes shall be billed as a separate item and paid by the Buyer.
5. Equipment rented by NC Rents are the products of reputable manufacturers. THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described equipment which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
6. NC Rent's liability for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any equipment hereunder, or their operation, or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. NC Rents shall not be liable for any labor charges without the prior written consent of NC Rents. NC Rents shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the buyers for such damages. If NC Rents furnished Buyer with advice or other assistance which concerns any equipment supplied hereunder, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject NC Rents to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
7. NC Rents will make every reasonable attempt to deliver and/or pick-up equipment for rental or sale to/from customers designated location at a time in which customer representative will be available for inspection, approval, and to sign documents and contracts. However, Applicant acknowledges that this is not always possible. Applicant gives express authorization for NC Rents to deliver and/or pick-up equipment to/from a job site in the event that customer is not available to sign for the equipment. Applicant agrees to sign the necessary documents and contracts subsequently upon request. Applicant understands and agrees that all responsibilities and liabilities toward said equipment shall be in effect as if documents and contracts were signed by customer at time of delivery and/or pick-up. Applicant understands it is responsible for equipment until picked up by or delivered to NC Rents, regardless of rental calloff time/date.
8. Applicant agrees that post audits will be performed no earlier than two (2) years prior to the current date and must include all documentation to substantiate any claim. Post audits by outside resources must be reviewed and approved by customer before being submitted to NC Rents and a customer contact must be provided. Customer agrees to allow at least 90 days after submitting post audits before any deductions are taken. Post audits not meeting these requirements will not be allowed.
9. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives 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 is the Federal Trade Commission. In the event that NC Rents takes adverse action on account credit terms, applicant has the right to request in writing within 60 days the reason for the adverse action. NC Rents may request certain consumer information in conjunction with this application that may be subject to NC Rents' "Privacy Policy". Such policy is available upon request at 1520 W. Kettleman Lane, Suite A-1, Lodi CA 95242.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon NC Rents unless specifically assented to in writing by an authorized representative of NC Rents' Management
11. If Applicant is a corporation, partnership, LLC, or other business entity, the undersigned affirmatively states that s/he is authorized to make application on behalf of said entity and to obligate same for any credit extended thereto as a result of this application; and further that the entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until such notice to the contrary is given in writing to NC Rents at 1520 W. Kettleman Lane, Suite A-1, Lodi CA 95242.
12. Applicant certifies that the business is not insolvent. Applicant authorizes any individual, firm, corporation, or credit agency to disclose to NC Rents, orally or in writing, any information pertinent to this application and agrees that credit information may be given to other trade sources and credit reporting agencies as a normal course of business. If Applicant is an individual, sole proprietorship, or partnership, applicant gives express authority to NC Rents to, at the sole discretion of NC Rents, investigate and obtain any information deemed useful by NC Rents and connected to the establishment of or operation of an open credit account with NC Rents including, but not limited to, bank, personal and trade references, consumer reports, and credit bureau reports. If application is submitted in conjunction with request by Applicant for NC Rents to aid in obtaining equipment sales financing, Applicant gives express authorization to and instruction of bank, trade references, consumer and commercial reporting agencies, and any other source deemed necessary, to release credit information to any financial institution requesting such information in conjunction with this application.

NOTICE TO APPLICANT - Do not sign this agreement until you have read it. You are entitled to a copy of the signed agreement. By signing this agreement, you acknowledge that you have read the entire application, including the terms and conditions, and agree to same, in full.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_
Name of Person Signing \_\_\_\_\_ Company Name \_\_\_\_\_ Phone \_\_\_\_\_

PERSONAL GUARANTEE OF INDEBTEDNESS

For value received, and in consideration of Applicant applying for credit herein, the undersigned Guarantor(s) in order to induce NorCal Rents, LLC dba NC Rents ("NC Rents") to extend credit to Applicant, does hereby consent to the terms above and does unconditionally personally guarantee all sums which may be owed by applicant to NC Rents, whether said indebtedness is due now or hereafter incurred, including but not limited to the payment of all costs of collection and attorney's fees. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with NC Rents all without notice to the undersigned Guarantor(s). It shall not be necessary, as a condition to enforce this Guarantee, that a suit be first instituted against Applicant or any other guarantor, or that any rights or remedies against Applicant or any other guarantor be first exhausted, it being understood and agreed that the liability of the Guarantor hereunder shall be primary and, in all respects, unconditional. NC Rents may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant without releasing the undersigned Guarantor(s) any or all of which actions may be taken without notice to guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release other Guarantor(s) and may be done without notice to other Guarantor(s). The undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at 1520 W. Kettleman Lane, Suite A-1, Lodi CA 95242. No waiver or consent by NC Rents shall be effective unless in writing and signed by NC Rents. No failure or delay on the part of NC Rents in exercising any rights or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights preclude any other or further exercise of any rights or remedies provided by law.

The undersigned Guarantor(s) hereby consent(s) to NC Rents use of non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigns as guarantor(s) in connection with the extension of the business credit as contemplated by this credit application. The undersigned hereby authorize(s) NC Rents to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to

I, \_\_\_\_\_, hereby personally guarantee the obligations of \_\_\_\_\_  
Print Name Company or Corporation Name

to NC RENTS.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date Guarantor's Signature (without title) Guarantor's SS #

Consent of Guarantor's Spouse to Guarantee: \_\_\_\_\_  
Print Name and Spouse's Signature

I, \_\_\_\_\_, hereby personally guarantee the obligations of \_\_\_\_\_  
Print Name Company or Corporation Name

to NC RENTS.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date Guarantor's Signature (without title) Guarantor's SS #

Consent of Guarantor's Spouse to Guarantee: \_\_\_\_\_  
Print Name and Spouse's Signature

# Sample Certificate of Insurance

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		Date (mm/dd/yy) 08/01/00		
PRODUCER Agency Manager, Inc. 2500 Bond Street University Park, IL 60466		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Name of Customer (it should match the name as written in the Rental Agreement) 800-999-5368 XYZ Renter 123 Main Street San Francisco CA 45678		COMPANIES AFFORDING COVERAGE				
POLICY NO.		COMPANY A	Selective Insurance Company			
INSURED		COMPANY B	Indemnity Insurance Company			
COVERAGES		COMPANY C	State Compensation Fund			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICTED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		COMPANY D	ABC Equipment Insurance Company			
		Current dates are required				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	UNITS		
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL <input type="checkbox"/> OWNERS & CONTRACTORS <input type="checkbox"/>	123456789	08/01/10	08/01/11	GENERAL AGGREGATE	\$ 2,000,000	
				<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PRODUCTS-COMP/OP AGG	\$ 1,000,000
				<input type="checkbox"/>	PERSONAL & ADV INJURY	\$ 1,000,000
				<input type="checkbox"/>	EACH OCCURRENCE	\$ 1,000,000
				<input type="checkbox"/>	FIRE DAMAGE (Any one fire)	\$ 50,000
				<input type="checkbox"/>	MED EXP (Any One Person)	\$ 5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	123456789	08/01/10	08/01/11	COMBINED SINGLE LIMIT	\$ 1,000,000	
				<input type="checkbox"/>	BODILY INJURY (Per Person)	\$ 1,000,000
				<input type="checkbox"/>	BODILY INJURY (Per Accident)	\$ 1,000,000
				<input type="checkbox"/>	PROPERTY DAMAGE (Per Accident)	\$ 1,000,000
				<input type="checkbox"/>	AUTO ONLY -EA ACCIDENT	
				<input type="checkbox"/>	OTHER THAN AUTO ONLY	
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	456789123	08/01/10	08/01/11	EACH OCCURRENCE	1,000,000	
				Umbrella policy limits may be used to bring General Liability & Auto Liability limits up to the required \$1,000,000 minimum limit.		
				<input checked="" type="checkbox"/>	OTHER	
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/>	345678912	08/01/10	08/01/11	EACH OCCURRENCE	\$ 1,000,000	
				<input type="checkbox"/>	EL DISEASE-POLICY LIMIT	\$ 1,000,000
				<input type="checkbox"/>	EL DISEASE-EA EMPLOYEE	\$ 1,000,000
EQUIPMENT FLOATER	49039021	08/01/10	08/01/11	LIMIT PER ITEM	DEDUCTIBLE	
DESCRIPTION: RE: _____ Show equipment rented, or "All equipment rented from the Certificate holder". Certificate Holder is an Additional Insured for General Liability coverage and Loss Payee for Equipment coverage per endorsements attached.						
CERTIFICATE HOLDER		CANCELLATION				
Your Rental Co. 1111 Main Street Anywhere, USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
		AUTHORIZED REPRESENTATIVE				
ACORD 25-S (1/95)		ACORD CORPORATION 1998				

Name of Customer (it should match the name as written in the Rental Agreement)

Claims Made or Modified Occurrence form is not acceptable

This should name your company with full address

Signed by the Broker or Insurance Company only