

# CREDIT APPLICATION & CONTRACT



New Applicant Account      Location #:       Sales Rep#:   
 Credit Update  
 Additional Account (existing Acct. #) \_\_\_\_\_      Date: \_\_\_\_\_

**TO ENSURE PROMPT PROCESSING OF APPLICATION, PLEASE PRINT LEGIBLY OR TYPE. RSCrental.com • 800.222.7777**

**I. Applicant Information - Full Legal Name and Address of Business:**

Business Name \_\_\_\_\_ DBA if Applicable \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_  
 Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Billing Address (If Different Than Above) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Area Code \_\_\_\_\_ Business Phone # \_\_\_\_\_ Ext # \_\_\_\_\_ Area Code \_\_\_\_\_ Fax # \_\_\_\_\_ Area Code \_\_\_\_\_ Cell Phone # \_\_\_\_\_ E-mail Address \_\_\_\_\_  
 Date Business Started: \_\_\_\_\_ State Where Registered or Incorporated: AL Accts Payable Contact Person: \_\_\_\_\_

**II. Type of Business: (Please Check One)      III. Billing Information Preferred: See Page 2 for Tax and Insurance Requirements**

Corporation       Partnership       Government  
 Sole Proprietor       Other       LLC  
 Job Name and/or Number \_\_\_\_\_  
 Purchase Order      Example of PO# and/or Job Number: \_\_\_\_\_

**IV. Applicant Information - Personal, Officer, Partner, Member or Municipal Contact Information:**

Name _____ Title _____ SSN _____	Name _____ Title _____ SSN _____
Physical Address _____ Area Code _____ Phone # _____	Physical Address _____ Area Code _____ Phone # _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____

**V. Commercial Banking Information:**

Bank \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Area Code \_\_\_\_\_ Phone # \_\_\_\_\_ Area Code \_\_\_\_\_ Fax# \_\_\_\_\_  
 Bank Officer: \_\_\_\_\_ Account #: \_\_\_\_\_

**VI. Commercial Trade References:**

Acct# _____	Vendor/Supplier _____	City _____	State _____	Area Code _____	Phone # _____	Area Code _____	Fax# _____
Acct# _____	Vendor/Supplier _____	City _____	State _____	Area Code _____	Phone # _____	Area Code _____	Fax# _____
Acct# _____	Vendor/Supplier _____	City _____	State _____	Area Code _____	Phone # _____	Area Code _____	Fax# _____

**VII. Contract Terms & Conditions:**

Applicant hereby applies to RSC Equipment Rental, Inc. for credit and specifically consents to investigating Applicant's credit history and authorizes the release of its bank account information. If credit is extended, Applicant acknowledges that RSC Equipment Rental, Inc. requires payment upon receipt of invoice. In the event of failure to timely pay any invoice, Applicant agrees to pay a service charge to RSC Equipment Rental, Inc. on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and all reasonable collection costs, including but not limited to attorney's fees. Applicant agrees to be bound by the terms and conditions as set forth in RSC Equipment Rental, Inc.'s standard form of Rental and Sales Agreement, or similar document, in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement, regardless of whether or not the agreement is executed by an authorized representative of Applicant. RSC Equipment Rental, Inc. reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights.

**VIII. Applicant Signature:**

X \_\_\_\_\_  
 Signature of Applicant      Date Signed      Printed Name of Applicant      Title of Applicant if a Corp. or Other Legal Entity.

IX. Personal Guaranty:

In consideration of the extension of credit to \_\_\_\_\_ ("Business Name"), the undersigned, jointly, severally and unconditionally guarantees and promises to pay all amounts now owing or which may hereinafter become owing by the company to RSC Equipment Rental, Inc. It is understood and agreed that this is a continuing guaranty and RSC Equipment Rental, Inc. shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waives demand and notice of default and agrees that any extension of time or other forbearance, which may be granted by RSC Equipment Rental, Inc. shall not affect or alter RSC Equipment Rental, Inc.'s rights under this guaranty.

The undersigned further waives (a) notice of acceptance of this guaranty; (b) any demand for paying under this guaranty; (c) benefit of all exemptions and homestead laws; (d) all set-offs and counterclaims; (e) all other notices to which the undersigned might otherwise be entitled. The undersigned for themselves and the company further agrees to pay a service charge to RSC Equipment Rental, Inc. at the maximum rate allowed by the laws of the jurisdiction where the originating RSC Equipment Rental, Inc. location(s) stated on the invoice(s) is located on all delinquent balances as well as all costs and expenses RSC Equipment Rental, Inc. incurs in connection with the collection of any delinquent balance or any other default by the company on any agreement or transaction the company may enter into with RSC Equipment Rental, Inc., including without limitation reasonable attorney's fees and all other fees arising from placement of collection. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the company or other person or to require that resort be had to any security. The undersigned's obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger or consolidation transfer or sale of the company or any other change in the composition, nature, personnel, or location of the company. This guaranty shall ensure to the benefit of RSC Equipment Rental, Inc., its successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers, and other successors of the undersigned. If any provision or part of this guaranty is in conflict with any applicable statute or rule of law, the 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 consent(s) to RSC Equipment Rental, Inc.'s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or grantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) RSC Equipment Rental, Inc. 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 the credit application. The undersigned as (an) individual(s) hereby consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.

The undersigned's obligations hereunder may be canceled only by written notice delivered to RSC Equipment Rental, Inc. by certified mail, with proof of delivery. Upon receipt by RSC Equipment Rental, Inc. of such cancellation notice, the undersigned shall not be liable for any further extensions of credit to the company; however, the undersigned shall continue to be liable for all indebtedness of Applicant incurred prior to the date of RSC Equipment Rental, Inc.'s receipt of the cancellation notice, together with all pre- and post- cancellation service charges, reasonable costs of collection, including attorney's fees, incurred in RSC Equipment Rental, Inc.'s efforts to collect any indebtedness incurred prior to the date of receipt of the cancellation notice. The undersigned agrees that any and all claims of the undersigned against the Applicant shall be subordinate and subject in right of payment to the prior payment in full of all indebtedness to RSC Equipment Rental, Inc. by Applicant.

In consideration of RSC Equipment Rental, Inc.'s extension of credit to Applicant, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this guaranty, to the extent allowed by the laws of the relevant jurisdiction. The undersigned further consents to venue for any such action in any jurisdiction where venue is proper as to the Applicant. The undersigned recognizes the obligation both of the Applicant and the undersigned to cause that portion of all payments received by Applicant which include payment to Applicant for the equipment and supplies furnished by RSC Equipment Rental, Inc. pursuant to this agreement to be held in a separate account in trust for payment to RSC Equipment Rental, Inc. The undersigned agrees that the Applicant shall not use said payments for any other purpose until payment in full has been made to RSC Equipment Rental, Inc. The undersigned agrees to act as a fiduciary for payment to RSC Equipment Rental, Inc. in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on credit. The undersigned agrees that any failure to hold payments in trust for RSC Equipment Rental, Inc. shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 U.S.C. §523(a)(4) and (6). The undersigned agrees to be bound, to the same extent as Applicant, by the terms and conditions as set forth in RSC Equipment Rental, Inc.'s standard form of Rental and Sales Agreement in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement and guaranty, regardless of whether or not the agreement is executed by an authorized representative of Applicant.

X

Individual Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name of Individual \_\_\_\_\_

Social Security Number \_\_\_\_\_ Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

X

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name of Witness \_\_\_\_\_

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any personal guarantor, ever been a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? YES  NO

Has any of Applicant's owners, partners, officers, directors, or managing members ever been an owner, partner, officer, director, or managing member of any business enterprise which was a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? YES  NO

X. Tax & Insurance Requirements: (Tax & LDW Fees Will Be Charged If You Fail To Provide A Valid Certificate)

All purchases are "TAXABLE"  All purchases will be for resale. A Resale Certificate, Exemption Certificate or Direct Pay Permit must be provided by the applicant. You may obtain tax forms at <http://www.taxadmin.org/fta/link/forms.html>. See comments regarding rental of construction equipment.

Rental of construction equipment is synonymous with the sale of personal property. The total amount of the rental charge is subject to sales or use tax in the same way that the sale of the same item is taxable. Please consult your tax accountant for your particular situations.

YES  NO  Do you have General Liability insurance? YES  NO  Do you have Physical Damage or Equipment Floater insurance?

Equipment Floater must show proof of coverage for rented or leased equipment with a limit high enough to cover all equipment rented from RSC Equipment Rental, Inc. at any point in time. Auto (crane trucks, etc.) requires proof of a valid driver's license and Business Auto Liability Insurance to include i.e. owned, leased, hired or borrowed language. Provide a certificate of insurance with Automobile coverage limits of \$1,000,000 combined single limit and General Liability coverage with a minimum limit of \$1,000,000. Contact RSC Equipment Rental, Inc. Risk Management regarding other insurance requirements at: (800) 222-7777 option 3 or visit us online at <http://www.RSCrental.com/Content/ClientServices/ldwterms.aspx>. RSC Equipment Rental, Inc. must be listed as the "Loss Payee and Additional Insured".

XI. Bonding Company (Attach Copy of Payment Bond):

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Area Code \_\_\_\_\_ Phone # \_\_\_\_\_

XII. Initial Job Site Information:

Job Name \_\_\_\_\_ Job Address \_\_\_\_\_ Job City \_\_\_\_\_ State \_\_\_\_\_ Job Zip \_\_\_\_\_ Area Code \_\_\_\_\_ Job Phone # \_\_\_\_\_

\$ \_\_\_\_\_  
General Contractor \_\_\_\_\_ Estimate Dollar Value for Rentals \_\_\_\_\_ Equipment Needs \_\_\_\_\_

Purchasing/Equipment Rental Contact Person \_\_\_\_\_ Area Code \_\_\_\_\_ Phone # \_\_\_\_\_ Purchasing/Equipment Rental Contact Alternate \_\_\_\_\_ Area Code \_\_\_\_\_ Phone # \_\_\_\_\_

E-mail Address \_\_\_\_\_ E-mail Address \_\_\_\_\_