



RENTALS · SALES · SERVICE · REPAIR

9440 RESENDA AVE., FONTANA, CA 92335

PHONE: 909-574-3819 FAX: 909-574-3821

CREDIT APPLICATION

COMPANY INFORMATION

Company Name: _____
Phone: _____ Fax: _____
Primary Business Address: _____
City: _____ State: _____ Zip Code: _____
Billing Address: _____
City: _____ State: _____ Zip Code: _____
Accounts Payable Contact: _____
Phone: _____ Fax: _____ Email: _____

BUSINESS AND BANK INFORMATION

of Years in Business: _____ # of Years at Location: _____
 Sole Proprietorship Business License Number: _____
 Partnership Federal Tax ID Number: _____
 Corporation Name of Bank: _____
 Other: _____ Account Number: _____
Tax Exempt: Yes No Bank Contact: _____
Resale Permit? Yes No Bank Phone: _____

NAME AND ADDRESS OF OFFICERS, OWNERS, OR OTHER RESPONSIBLE PARTIES

(1) Name: _____ Title: _____ SSN#: _____
Address: _____ City: _____ State: _____ Zip: _____ Phone: _____
(2) Name: _____ Title: _____ SSN#: _____
Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

BONDING COMPANY

Company Name: _____ Phone: _____ Contact: _____
Address: _____ City: _____ State: _____ Zip: _____

LIST 3 TRADE REFERENCES WITH WHOM YOU HAVE HAD CREDIT (TERMS) FOR A MINIMUM OF ONE YEAR

Company Name: _____ Acct#: _____
Address: _____ Phone: _____ Fax: _____
Company Name: _____ Acct#: _____
Address: _____ Phone: _____ Fax: _____
Company Name: _____ Acct#: _____
Address: _____ Phone: _____ Fax: _____

MUST BE SIGNED BY AN OFFICER OR OWNER OF THE COMPANY

For the purpose of establishing credit with Hawkeye Equipment Rentals, Inc., its subsidiaries, divisions and/or affiliates, the undersigned warrants the information listed on this application to be true, correct and complete to the best of his/her knowledge. The undersigned hereby authorizes Hawkeye Equipment Rentals, Inc., its subsidiaries, divisions, and/or affiliates to perform any credit investigation needed to verify the information contained in this application. The undersigned hereby agrees to the terms of Net 30 days unless otherwise agreed to in writing by Hawkeye Equipment Rentals, Inc., its subsidiaries, divisions, and/or affiliates. In the event of collection and/or legal action, applicant agrees to pay all costs and attorney fees. Any balance over 30 days may be subject to a service charge of 1.5% interest per month (18% per annum). The undersigned personally will guarantee Hawkeye Rentals, Inc. the extent of and not exceeding at any one time, the amount due, together with interest thereon and cost of collection thereof, including attorney fee, court cost, and returned check charges.

By signing below customer acknowledges that they have received a copy and have read, understand and agree to all 17 paragraphs on the Terms and Conditions of Hawkeye Equipment Rentals rental contract on the second page of this application.

Signature: _____ **Date:** _____
Print Name: _____ **Title:** _____

TERMS AND CONDITIONS OF HAWKEYE EQUIPMENT RENTALS CONTRACT

In consideration of the hiring of the equipment listed, without operator, by the "Customer" (identified on the front side hereof and includes any of its representatives, agents, officers or employees and anyone signing this Contract on their behalf) from Hawkeye Equipment Rentals Inc. (hereinafter "Dealer"), for the price specified on the front side hereof, and other charges described, it is agreed as follows:

1. RENTAL TERM. Dealer rents the equipment for the period commencing with delivery of said equipment to Customer and rental terminates upon Customer receiving a "call-off" number from Dealer. Time is of the essence. Customer's right to possession of the equipment terminates on the expiration of the rental period as indicated on the reverse side. Any extension must be mutually agreed upon in writing. CUSTOMER REMAINS FULLY RESPONSIBLE FOR EQUIPMENT, INCLUDING SECURE STORAGE, until Dealer acknowledges return of equipment by receipt.

2. RENTAL CHARGES. The total charges specified in this Contract are estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change). Customer agrees to pay Dealer all rental, mileage and other charges and costs set forth in this agreement. Except for truck and trailer rental, all equipment utilized by Customer for DOUBLE SHIFT USE (16 hours per day) will be charged 1.5 times the normal rate, and for TRIPLE SHIFT USE (24 hours per day) will be charged twice the normal rate.

3. PAYMENT. Customer shall pay amounts due, without any offsets, in full pursuant to the terms identified on the front side hereof, unless Dealer approves an extension of time. **Customer must notify Dealer in writing of any disputed amounts, within 10 days of receipt of the invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. Customer agrees that a carrying charge of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full.**

4. INSPECTION. Customer acknowledges that he has had an opportunity to personally inspect the equipment, including the trailer coupling mechanism and safety chain and finds it in good condition, without defects, including readable decals and operating and safety instructions, and Customer verifies that he understands the equipment's proper use. Customer agrees to inspect the equipment every 250 miles and to maintain the equipment in a safe and secure condition. Customer further agrees to notify Dealer and discontinue use if equipment becomes unsafe or in disrepair. Dealer will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.

5. MAINTENANCE INCLUDING CLEANING AND TIRES. Customer shall perform routine maintenance on the equipment, including routine inspections and maintenance of fuel and oil levels, tires, grease, leaks, cooling system, water, batteries, proper charging of electric lifts, and cleaning in accordance with the manufacturer's specifications. CUSTOMER AGREES TO PAY A REASONABLE CLEANING CHARGE FOR EQUIPMENT RETURNED DIRTY. CUSTOMER FURTHER AGREES TO PAY FOR THE REPAIR OR REPLACEMENT OF ANY TIRE RETURNED TO DEALER IN A DAMAGED CONDITION.

6. WARRANTIES. Dealer does not design or manufacture the equipment and is not the agent of the party(ies) that do. Dealer DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST DEALER. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES DEALER FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF DEALER'S OBLIGATIONS HEREIN.

7. CUSTOMER LIABILITY, DAMAGED AND/OR LOST EQUIPMENT. DURING THE RENTAL PERIOD AND UNTIL DEALER ACKNOWLEDGES RECEIPT OF RETURNED EQUIPMENT, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING, AND UNLOADING. CUSTOMER IS FULLY RESPONSIBLE FOR ALL RENTED EQUIPMENT, INCLUDING THE SECURE STORAGE OF ALL RENTED EQUIPMENT, DURING THE RENTAL PERIOD, AND ALSO FROM THE TIME OF CALL OFF UNTIL THE TIME DEALER ACKNOWLEDGES RECEIPT OF THE RETURN OF SAID EQUIPMENT. CUSTOMER AGREES TO PAY FOR ANY DAMAGE TO OR LOSS OF THE EQUIPMENT, AS AN INSURER, REGARDLESS OF THE CAUSE. Should the equipment be Lost seriously damaged Customer shall (i) pay the manufacturer's suggested list price on the date of the loss of the Lost or destroyed equipment within 30 days of invoice; or (ii) pay the full cost of repairs of damaged equipment within 30 days of invoice. ("Lost" being when equipment has not been recovered for a period of 30 days); Accrued rental charges shall not be applied against these amounts. Dealer will have the immediate right, but not obligation, to reclaim any equipment involved in any Incident.

8. INCIDENTS. "Incident" is any fire, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that may have occurred in connection with the equipment. After an Incident, Customer shall (A) immediately notify Dealer, the police if necessary, and Customer's insurance carrier; (B) secure and maintain the equipment and the surrounding premises in the condition existing at the time of Incident, until Dealer or its agents investigate; (C) immediately submit to Dealer copies of all reports; and (D) pay Dealer, in addition to other sums due herein, and described in this contract paragraph 7, the Rental Rate for the equipment until the repairs are completed or the equipment is replaced.

9. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS DEALER HARMLESS AND AT DEALER'S REQUEST, DEFENDS DEALER (WITH COUNSEL APPROVED BY DEALER), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (i) THE USE, POSSESSION, OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (ii) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED TO BE INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PERMITTED USE. (A) Customer agrees that Dealer has no control over the manner in which the equipment is operated during the rental period by Customer or any third party that customer implicitly or explicitly permits; (B) Any apparent agent at the Site Address is authorized to accept delivery of the equipment (and if Customer requests, Customer authorizes Dealer to leave the equipment at the Site Address without requirement of written receipt); (C) Customer agrees that only individuals who are properly trained in the equipments intended use will use the equipment for its proper and intended use; (D) The equipment's use shall be in a careful manner, in compliance with all operational safety instructions provided on, in or with the equipment and the Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (E) the equipment will be kept in a secure location until Dealer acknowledges receipt of return of the equipment.

11. PROHIBITED USE. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract: (A) Use for illegal purpose or an illegal manner; (B) Unintended use or improper use, including using equipment in careless or negligent manner; (C) Use by anyone other than Customer, his/her employer or employee, without Dealer's written permission. All operators of vehicles or trailers must be 21 years of age and must possess a valid driver's license; (D) Use at any location other than the site address provided to Dealer, without Dealer's written permission (except mobile equipment); (E) Operating vehicles at excessive speed, while intoxicated, or under the influence of any drugs; (F) Use of rented trailer with any vehicle other than the one specified in the contract; (G) altering or covering up any decals or insignia on the equipment; or (H) removal of any operational or safety instructions. All rented equipment shall be used and operated only by persons competent in its operation. Customer agrees to operate and maintain the equipment in accordance with instruction provided by Dealer.

12. BREACH OF CONTRACT/REPOSSESSION. Upon a failure to pay rent or other breach of this contract, Dealer may terminate the contract and take possession of and remove the equipment, without prejudice to any other remedies or claims which Dealer might otherwise possess by law or pursuant to this contract. Dealer and his agents shall not be liable for any claims for damages or trespass arising out of the removal of the equipment.

13. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may NOT sublease or loan the equipment without Dealer's written permission.

14. DISCLAIMER OF AGENCY. Customer acknowledges that he is not the agent of Dealer for any purpose.

15. ATTORNEYS FEES. Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved with the collection of charges or enforcement of Dealer's rights under this contract, whether or not suit is commenced.

16. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity or unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

17. AUTHORITY TO SIGN. Any individual signing this contract represents & warrants that he/she is of legal age and has the authority and power to sign this contract on his/her own behalf or on behalf of Customer.