

REFERRED BY:	APPROVED CREDIT LIMIT:

# **CREDIT ACCOUNT AGREEMENT**

3785 Brickway Blyd Unit 110, Santa Rosa, CA 95403 BUS; (707) 837-7645 FAX; (707) 838-4454

BUSINESS TYPE: Sole Proprietorship Part Number of years in Business: Dunn & Bradstre  COMPANY NAME:  PHYSICAL STREET ADDRESS:  MAILING ADDRESS (if different): A/P Phone No.:  A/P Contact: Social  *****INVOICES WILL BE EMAILED OR FAXED	: A/P Email Add.:	Contractors Lic No	D.:							
Number of years in Business:	A/P Email Add	/P Fax No.:	D.:							
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TERMS OF ACCEPTANCE

1	I authorize Aaction Rents to obtain a Business and/or Consumer Credit Report on my credit history to obtain credit and also in the event that accounts credit limit needs to be raised.
2	Items rented or purchased on credit will be paid for within thirty (30) days of invoice date.
3	Items purchased will remain the property of Aaction Rents who shall retain title to the items until paid for by the buyer. Signature on this agreement indicates grant of consent for Aaction Rents to recover unpaid funds for property by whatever means available.
4	Items not paid for within thirty (30) days from rental or purchase will bear interest at the maximum legal rate from the date of their purchase.
5	Should Aaction Rents employ legal counsel for the purpose of assisting Aaction Rents in collecting money from the Buyer, Aaction Rents shall have a right to reasonable attorney's fees and costs.
6	It is agreed that proper jurisdiction and venue for any court action or arbitration hearing shall be in Sonoma County or Mendocino, California.
7	It is understood that this agreement contains representations upon which Aaction Rents will rely in extending credit, if credit is approved and granted.
8	Unless the customer submits to Aaction Rents on customer's letterhead a list of persons authorized to charge by Registered mail and dated through, all of customer's employees, and partners will be authorized agents.
9	If any part of this agreement is unlawful, the remainder shall continue in full force and effect.
10	If requested by Aaction Rents, the customer will provide all information for Aaction Rents to send a preliminary 20 Day notice to perfect Aaction Rent's rights to lien, stop notice and bond rights.
11	The person or persons signing this application are the personal guarantor(s) and payment bond sureties of the Applicant, customer.
	ACCEPTANCE
l make	e this agreement to obtain credit and I agree to the terms and Conditions herein. I agree to be personally bound by all of the terms and conditions of this agreement. I warrant my authority to enter into this Agreement. I personally guaranty all obligations of the above referenced company.
Date:	
Signatur	re:
Print Na	me:
Title:	
	Signature of Additional General Partners
(X)	
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## MASTER RENTAL AGREEMENT

#### **RECITALS**

RENTAL CENTER owns certain rental equipment. CUSTOMER is desirous of renting from RENTAL CENTER, the equipment ("Equipment") on the terms and conditions set forth in this Agreement.

### **AGREEMENT**

Accordingly, RENTAL CENTER and CUSTOMER agree as follows:

RENTAL CENTER AND CUSTOMER WILL AGREE FROM TIME TO TIME AS TO THE RENTAL RATE FOR THE EQUIPMENT. THE RENTAL RATE (WHICH MAY BE DETERMINED BY ORAL OR WRITTEN AGREEMENT), WHICH AGREEMENT IS INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT THE TERMS OF A RENTAL AGREEMENT ARE DIRECTLY CONTRADICTED BY THIS MASTER RENTAL AGREEMENT, THE TERMS OF THE RENTAL AGREEMENT SHALL CONTROL OVER THE MASTER RENTAL AGREEMENT.

- CUSTOMER WILL TAKE ALL PRECAUTIONS 1. Indemnity/Hold Harmless. NECESSARY TO PROTECT THE EQUIPMENT RENTED, ALONG WITH ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS AACTION RENTS FROM AND AGAINST ANY AND ALL LIABILITY, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED.
- 2. Assumption of Risk/Release-Discharge of Liability. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE AACTION RENTS FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM INJURY OR DAMAGE ARISING OUT OF THE USE OR **OPERATION** OF THE **EQUIPMENT**; CUSTOMER FURTHER AGREES AND TO WAIVE, RELEASE DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST AACTION RENTS WHICH CUSTOMER OTHERWISE MAY

BE ENTITLED TO ASSERT. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW, RENTAL CENTER FROM, AGAINST AND IN RESPECT OF ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, FINES, PENALTIES, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP, OR RENTAL OF THE EQUIPMENT, HOWEVER CAUSED.

- 3. **Operators.** No operators are furnished, directly or indirectly with the Equipment.
- 4. Receipt/Inspection of Equipment. CUSTOMER hires the Equipment on an "as is" basis. CUSTOMER acknowledges that it has, or will, personally inspect the Equipment prior to its use and finds it suitable for its needs. CUSTOMER acknowledges receipt of all items rented and that the Equipment is in good working order and repair and that CUSTOMER understands (without further instructions) its proper operation and use. CUSTOMER acknowledges that RENTAL CENTER has not inspected the Equipment and CUSTOMER agrees to fully inspect same prior to its use. CUSTOMER to provide any safety equipment required for use of Equipment.
- 5. <u>Possession/Title</u>. CUSTOMER'S right to possession of the Equipment commences upon Equipment leaving RENTAL CENTER and terminates on the agreed return date. Retention of possession after this date constitutes a material breach of this Agreement.

Time is of the essence of this Agreement. Any extension of the Agreement must be agreed upon in writing. Title to the Equipment is and shall remain in RENTAL CENTER. If the Equipment is not returned and/or levied upon for any reason whatsoever, RENTAL CENTER may retake said Equipment without further notice or legal process and use whatever force is reasonably necessary to do so. CUSTOMER hereby agrees to indemnify, defend and hold harmless RENTAL CENTER from any and all claims, costs, damages, losses, expenses, or fees arising from such retaking and/or levy. If Equipment is levied upon, CUSTOMER shall notify RENTAL CENTER immediately.

- 6. Rental Period/Rate/Payment. Rental period is for a maximum of twenty-four (24) hours unless a longer term is agreed among the parties. Rental rates are based upon single shift usage (eight hours per day, five days per week). If CUSTOMER makes greater use of the Equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon Equipment leaving RENTAL CENTER. Rental charges end upon return of the Equipment to RENTAL CENTER in an acceptable condition (ie: in RENTAL CENTER's sole determination) or agreed termination date. No allowance will be made for Saturdays, Sundays, holidays, or time in transit, nor for any period of time the Equipment may not be in actual use while in CUSTOMER's possession. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum. RENTAL CENTER may terminate rental at anytime and retake the Equipment without further notice in case of violation by CUSTOMER of any terms or conditions of this Agreement. CUSTOMER agrees to pay any collection costs and attorney fees incurred in collection of this account or any dispute arising under this Agreement. CUSTOMER agrees to pay a monthly service charge on all unpaid balances. CUSTOMER agrees to pay RENTAL CENTER a fee for environmental compliance. CUSTOMER shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss of the equipment and the liability incurred prior to equipment's return to RENTAL CENTER.
- 7. Ordinary Wear and Tear. CUSTOMER shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the

Equipment caused by ordinary, reasonable and proper use of the Equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to negligence; overturning; violation of law; overloading or exceeding rated capacities; breakage; improper use; failure to maintain; abuse; lack of cleaning; dirtying of Equipment by paint, mud, plaster, concrete, resin or any other material.

8. <u>Compliance with Laws/Use of Equipment</u>. CUSTOMER agrees not to use or allow anyone to use the Equipment for any illegal purpose or in any illegal manner or in an unsafe manner or in an unsafe condition. CUSTOMER agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the Equipment during the rental period. CUSTOMER further agrees to pay all licenses, fines, fees, permits, registrations or taxes arising from use of the Equipment, including any subsequently determined to be due. CUSTOMER acknowledges that RENTAL CENTER has not obtained environmental compliance for the Equipment and CUSTOMER shall be responsible for all costs and expenses relative thereto.

CUSTOMER shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the Equipment or use the Equipment. CUSTOMER shall not allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; permit any repairs to be made to the Equipment without RENTAL CENTER's prior written permission; or, allow a lien to be placed upon the Equipment.

CUSTOMER agrees to check filters, oil, fluid levels, air pressure, use, operation, maintenance, clean and visually inspect the Equipment at least daily and to immediately discontinue use and notify RENTAL CENTER when Equipment is found to be in need of repair or maintenance or is not properly functioning. CUSTOMER acknowledges that RENTAL CENTER has not inspected the Equipment and has no responsibility to inspect the Equipment while it is in CUSTOMER's possession. CUSTOMER (at its sole cost and expense) agrees to provide all maintenance to Equipment while in its possession by qualified personnel.

- 9. Return of Equipment. CUSTOMER agrees to return to RENTAL CENTER the Equipment in as good condition as when received, ordinary wear and tear excepted by agreed return date. CUSTOMER shall be liable to pay for all damages to or loss to the Equipment (i.e.: at replacement cost) and liability incurred prior to Equipment's return to RENTAL CENTER. CUSTOMER shall be responsible for all costs incurred by RENTAL CENTER recovering and returning damaged Equipment to its premises. If Equipment is to be "picked-up" by RENTAL CENTER, CUSTOMER agrees to provide a secure storage location and CUSTOMER accepts all risk including damage to and liability relative to Equipment for a period of time until the Equipment is picked-up by RENTAL CENTER. CUSTOMER further agrees that the Terms and Conditions of this Agreement shall govern all future "delivery without signature" deliveries should CUSTOMER fail or be unable to sign the Rental Agreement at time of delivery.
- 10. <u>Disclaimer of Warranties</u>. RENTAL CENTER makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the Equipment is fit for CUSTOMER'S particular intended use, or that it is free of latent defects. RENTAL CENTER shall not be responsible to CUSTOMER or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the Equipment. RENTAL CENTER shall not be responsible for any defect or failure unknown to RENTAL CENTER. CUSTOMER'S sole remedy for any failure of or defect in the

Equipment shall be termination of the rental charges at the time of failure provided that CUSTOMER notifies RENTAL CENTER immediately of such failure and returns the Equipment to RENTAL CENTER within twenty-four (24) hours of such failure.

- 11. **Purchase Orders.** The use of CUSTOMER'S purchase order number on this Agreement is for CUSTOMER'S convenience and identification only and CUSTOMER'S purchase order terms shall not bind RENTAL CENTER or supersede this Agreement.
- 12. <u>Location of Equipment</u>. CUSTOMER shall not move the Equipment from the address at which CUSTOMER represented it was to be used without the prior written notification of RENTAL CENTER.
- 13. <u>Default</u>. Should CUSTOMER in any way fail to observe or comply with any provision of this Agreement, RENTAL CENTER may, at its option terminate this Agreement, retake the Equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to RENTAL CENTER. Exercise of any remedy available to RENTAL CENTER shall not constitute an election of remedies or a waiver of any additional remedies to which RENTAL CENTER may be entitled.
- 14. **Retaking of Equipment.** If for any reason it becomes necessary for RENTAL CENTER to retake the Equipment, CUSTOMER authorizes RENTAL CENTER to retake the Equipment without further notice or further legal process and agrees to indemnify, defend, and hold harmless RENTAL CENTER for liability or claims for damage or trespass arising out of the removal of the Equipment.
- 15. Attorney Fees. In the event an attorney is retained to enforce any provision of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.
- 16. <u>Notice of Non-Waiver/Severability</u>. Any failure of RENTAL CENTER to insist upon strict performance by CUSTOMER as regards any provision of this Agreement shall not be interpreted as a waiver of RENTAL CENTER's right to demand strict compliance with all other provisions of this Agreement against CUSTOMER or any other party, nor shall such waiver be deemed to extend to any prior or subsequent failure to perform by CUSTOMER. The provisions of this Agreement shall be severable so that the unenforceability, invalidity, or waiver of any provision shall not effect any other provision.
- 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of laws, rule, or provision that would cause the application of the domestic substantive laws of any other jurisdiction. The parties expressly and irrevocably agree and consent that any legal suit, action, or proceeding arising out of or relating to this Agreement may be instituted in any state, or federal court sitting in the county of Sonoma, State of California, and by the execution and delivery of this Agreement, the parties expressly waive any objection which they may have now or hereafter to the venue of the jurisdiction in any such suit, action, or proceeding, and irrevocably submit generally and unconditionally to the jurisdiction of such courts in any such suit, action, or proceeding.
- 18. <u>Notices</u>. All notices and other communications required or permitted hereunder shall be in writing including any facsimile, transmission or similar writing, and may be given by any means selected by the sender. Each such notice or communication shall be effective (i) if sent by telecopy to

the recipient's fax number given at the time of execution of this Agreement, when such telecopy is transmitted and the sender's telecopier confirms transmission, (ii) if sent by reputable overnight courier to the recipient's address given at the time of execution of this Agreement, one business day after being delivered to such courier, or, (iii) if sent by any other means, when actually received.

- 19. <u>Entire Agreement, Assignability, Etc.</u> This Agreement constitutes the entire Agreement, and supercedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the transactions and matters contemplated hereby, and is not intended to confer upon any third parties any rights or remedies hereunder.
- 20. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty, and covenant contained herein, will have independent significance. If any party breaches any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.
- 21. <u>Delivery Authorization</u>. CUSTOMER authorizes and agrees that RENTAL CENTER may deliver Equipment at CUSTOMER'S job site and CUSTOMER acknowledges and agrees that if CUSTOMER is not present at time of delivery that CUSTOMER accepts the Equipment at time of delivery and CUSTOMER agrees to familiarize themselves with the Equipment and CUSTOMER specifically agrees to assume <u>all</u> responsibility for use, inspection, operation, operator training and familiarization of Equipment.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**Aaction Rents** 

Signed:	
Print :	
Date:	
-	
CUSTON	MER
000101	, i di d
Company name:	
Signed:	
Title :	
Print :	
Date:	
_	



3785 Brickway Blvd Unit 110, Santa Rosa CA 95403 Phone (707) 837-7645 Fax (707) 838-4454

## **INSURANCE ON CHARGE ACCOUNTS:**

## **Requirements:**

## Requirements for Certificate of Insurance

Evidence of insurance is required under our rental agreement. Please provide us with a certificate of insurance that outlines the following requirements:

- A. <u>General Liability</u> Minimum coverage \$750,000. Aaction Rents named as "Additional Insured Loss Payee."
- B. <u>Inland Marine, Equipment Floater, or Coverage on Rented & Leased Equipment</u> Minimum coverage \$30,000.
- C. Automobile Liability Including:
  - I. Hired Liability
  - II. Hired Physical Damage (minimum coverage \$100,000)
- A charge account may not be opened without all three (A, B, C) being received and added onto the account.
- Starting 01/01/2022 all active charge accounts used in the last two years must fulfill all three sections of insurance requirements on their account. This includes past and present accounts who originally were not required to provide this.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the

	rms and conditions of the policy, ce rtificate holder in lieu of such endors	rtain	poli	cies may require an end						
PRODUCER				CONTACT NAME:						
SAMPLE CERTIFICATE					PHONE FAX					
<i>5, m.</i> , 22 <i>52,</i> 111, 15, 112				E-MAIL						
				ADDRESS:						
					INS	URER(S) AFFOR	DING COVERAGE		NAIC#	
					INSURE	RA: Insuranc	e Company N	Name		
INSURED					INSURE	PR·	' '			
	Your Company Name									
	Address				INSURE	RC:				
	City, ST Zip				INSURE	RD:				
	•				INSURE	RE:				
					INSURE	RF:				
CO	VERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.							WHICH THIS			
INSR TYPE OF INSURANCE		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
LIK	GENERAL LIABILITY		Out of D	FOLICT NUMBER	THINK DOTT THE	(Included Doll 1 1 1 1 1		\$ 750	200	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$ 750 0  DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100 0		
	CLAIMS-MADE X OCCUR		<b>-</b>					MED EXP (Any one person) \$ 5,00		0
Α				ABC123		01/01/2018	01/01/2019		\$ 1,000,000	
									\$ 2,000,000	
	SEN'L AGGREGATE LIMIT APPLIES PER:   PRO-   LOC								\$ 2 00	0 000
								COMBINED SINGLE LIMIT	Ф	
	AUTOMOBILE LIABILITY							(Ea accident)	\$ 100	000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
^	ALL OWNED SCHEDULED AUTOS			150100		04/04/0040	04/04/0040	BODILY INJURY (Per accident)	\$	
Α	X NON-OWNED			ABC123		01/01/2018	01/01/2019	PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS							(Per accident)	\$	
	UMBRELLA LIAB OCCUR		$\overline{}$					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
									s	
_	WORKERS COMPENSATION						WC STATU- OTH-	\$		
	AND EMPLOYERS' LIABILITY Y / N	N/A						TORY LIMITS   ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?							E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	EA EMPLOYEE \$	
	If yes, describe under DESCRIPTIONOE OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
	Leased/Rented Equipment	_	_					Rented/Leased	\$ 30,0	00
Α		-	_	XYZ123		01/01/2018	01/01/2019	Deductible	\$ 1,00	00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder is named as Additional Insured and Loss Payee with respect to leased/rented equipment.										
CERTIFICATE HOLDER CANCELLATION										
AACTION RENTS 3785 BRICKWAY BLVD SUITE 110 SANTA ROSA, CA 95403				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				AUTHORIZED REPRESENTATIVE						

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