



Account No. \_\_\_\_\_ PC # \_\_\_\_\_ Rep # \_\_\_\_\_

# APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

Phone: 800-508-4756 Fax: 888-886-7820 E-mail: [sunbeltcredit@sunbeltrentals.com](mailto:sunbeltcredit@sunbeltrentals.com)

You can also apply online—go to: [www.sunbeltrentals.com/credit](http://www.sunbeltrentals.com/credit)

In order to process your request, this agreement must be signed. Please attach a company credit profile if available. AC 10/09c

Customer Name (Individual or Company) \_\_\_\_\_ Physical Address \_\_\_\_\_  
 (d/b/a) Trade Name \_\_\_\_\_ Mailing Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ City, State, Zip \_\_\_\_\_

**BUSINESS INFORMATION**  Corporation  LLC  Partnership  Proprietorship Length of Time in Business \_\_\_\_\_  
(If less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTY information below and sign guaranty on reverse side.)  
 Previous Business Name \_\_\_\_\_ D & B# \_\_\_\_\_  
 Have you ever filed bankruptcy? \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_ State entity formed \_\_\_\_\_  
 Bonding Agent Name and Address \_\_\_\_\_  
 If Partnership or LLC, list partners/members \_\_\_\_\_  
(Please attach a list if additional space is needed.)

### SIGNATORY INFORMATION (Authorized Agent)

Name \_\_\_\_\_ (Please Print) Title / Relationship to Customer \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Social Security Number \_\_\_\_\_  
 Email Address \_\_\_\_\_

### BANKING INFORMATION

Bank Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Checking Account Number \_\_\_\_\_ Loan Account Number \_\_\_\_\_

### ACCOUNTING INFORMATION

Purchase Order Number Required?  Insurance Co. \_\_\_\_\_  
 Job #s Required  Insurance Contact Person \_\_\_\_\_  
 Tax Exempt?  Insurance Co. Phone No. \_\_\_\_\_  
If checked, attach proper forms. Certificate of Insurance being forwarded   
 Interested in online access to Account Information?  Insurance Certificate required prior to rental.

Accounts Payable (A/P) Contact \_\_\_\_\_ A/P E-Mail Address \_\_\_\_\_ A/P Phone Number \_\_\_\_\_ A/P Fax Number \_\_\_\_\_

TRADE REFERENCES	City, State	Phone Number

Rental Companies Previously Used?  United  RSC/Prime  Hertz  Other \_\_\_\_\_

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**TERMS & AGREEMENT** *(Must be signed for account processing)*

The undersigned ("Customer") in consideration of Sunbelt Rentals, Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Sunbelt") extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Sunbelt are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Sunbelt's rental contract, which are on the reverse side of each and every rental contract, found at [www.sunbeltrentals.com/About/pdf/SunbeltContract5\\_27\\_09.pdf](http://www.sunbeltrentals.com/About/pdf/SunbeltContract5_27_09.pdf) and available in writing, upon request, including the release, indemnification and insurance provisions in sections 8 and 9 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not Customer executes each Rental Contract; and (d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Sunbelt shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Sunbelt should they become listed in the future. Refer to [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/) for information regarding the SDN list and to [www.bis.doc.gov](http://www.bis.doc.gov) for information on other denied parties lists and other U.S. export restrictions.

In making this Agreement upon which Sunbelt will rely to extend commercial credit, I/We agree to Sunbelt's terms of payment as follows: NET DUE UPON RECEIPT on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Sunbelt within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies.

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. **I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Sunbelt to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Sunbelt's calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

**Print Customer Name:** \_\_\_\_\_

**Print Authorized Officer's Name:** \_\_\_\_\_

**Authorized Officer's Signature:** \_\_\_\_\_

**Print Authorized Officer's Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**INDIVIDUAL PERSONAL GUARANTY**

The undersigned guarantor(s), for and in consideration of Sunbelt extending credit at my/our request to the Customer named above, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations Customer to Sunbelt whether now existing or hereinafter made, and further agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Sunbelt whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment, acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims.

If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies.

The undersigned represent that (i) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Sunbelt shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship

**Guarantor's Signature:** \_\_\_\_\_

**Guarantor's Signature:** \_\_\_\_\_

**Print Guarantor's Name:** \_\_\_\_\_

**Print Guarantor's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**SSN:** \_\_\_\_\_

**SSN:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Print Witness Name:** \_\_\_\_\_

**Print Witness Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*In order to process your request, this agreement must be signed. Please attach a company credit profile if available.*

**Fax to your nearest Sunbelt Rentals Location —or— 888-886-7820**

**Mail: Sunbelt Rentals • PO Box 410968 • Charlotte, NC 28241 • 800-508-4756**