



# HOWE RENTAL & SALES

TOOLS - EQUIPMENT - SUPPLIES

4235 South 500 West • Murray, Utah 84123-1335  
(801) 463-7997 • Fax: (801) 463-7488 • <http://www.howerentals.com>

## Application for Credit

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

Company Name: \_\_\_\_\_ Trade Name (dba): \_\_\_\_\_

Physical Address: \_\_\_\_\_  
City State Zip+4

Mailing Address: \_\_\_\_\_  
City State Zip+4

Mailing Address: \_\_\_\_\_  
City State Zip+4

Office Phone: \_\_\_\_\_ Job Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Name: \_\_\_\_\_

Office Fax: \_\_\_\_\_ Job Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Name: \_\_\_\_\_

Website Address: \_\_\_\_\_ AP Contact: \_\_\_\_\_

Job Site Email: \_\_\_\_\_ AP Phone No: \_\_\_\_\_

Job Site Contact: \_\_\_\_\_ AP Fax No: \_\_\_\_\_

**BUSINESS INFORMATION**     Corporation     Partnership     Proprietor    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#: \_\_\_\_\_ Business License #: \_\_\_\_\_

Annual Sales: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Credit Amount Requested: \_\_\_\_\_

### SIGNATORY INFORMATION (Authorized Agent)

Name (Please Print) : \_\_\_\_\_ Title/Relationship to Customer: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_ Driver's License: \_\_\_\_\_ State: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

### BANKING INFORMATION

Bank Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_ Loan Account Number: \_\_\_\_\_

### ACCOUNTING INFORMATION

Purchase Order Number Required?

Job #s Required

Tax Exempt?

If checked, attach tax exempt certificate

Do You Take Equipment Protection  Yes  No

INSURANCE CERTIFICATE Needed if Equipment Protection is Declined "No".

Insurance Co. \_\_\_\_\_

Insurance Contact Person \_\_\_\_\_

Insurance Co. Phone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Certificate of Insurance being forwarded

Insurance Cert. required prior to rental.

I have read the Equipment Protection provision of Lessor's contract printed on the reverse side of this Credit Application, and agree to be bound by the terms of that Equipment Protection provision. This application shall control all subsequent rental as regarded to Equipment Protection Coverage.

Billing Instructions:     Recommend Fax Invoice     Recommend E-mail Invoices     U.S. Mail

Who Is Authorized To Use Your Account:

TRADE REFERENCES	City, State	Phone Number

Rental Companies Previously Used?  United     RSC/Prime     Hertz     Sunbelt     Ahern     H&E     Western States     Home Depot     Other

Howe Rental & Sales Benefits?: \_\_\_\_\_ How did you hear about us?: \_\_\_\_\_

**Rental Agreement - Paragraph 16 EQUIPMENT PROTECTION PLAN (EPP)**

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE NOR IS IT A WARRANTY. Even if Lessee uses the equipment for its designated purpose, and follows all instructions given by the Lessor, or found in the operator's manual that accompanies the equipment, it is possible the equipment may have damage caused by normal use of the equipment. If Lessee pays the EP charge, Lessor relieves Lessee of liability for said damage incurred in the normal use of the equipment. However, this Equipment Protection Plan does not cover any other loss. The EP does not cover theft, conversion, mysterious disappearance, loss due to fire, flood, collision, wind, storm, rollover, tip over, other upset, riot, act of terrorism, flat or damaged tires or rubber tracks, any glass damage on equipment or trucks, any cutting teeth, blade, carbide or diamond, any scaffolding loss, or damage to accessories or equipment operated with portable generator power. Lessee agrees to care for the rented items as a prudent person would their own property, including proper lubrication and maintenance, and to follow the instructions given at the time of rental or in the owner's manual, or other safety instructions posted on the equipment or given with the rental agreement. Lessee will not allow unqualified operators, minors or those impaired by drugs or alcohol to operate the equipment and damages caused by such use is not covered even if the EP is selected and paid for. The EP does not cover loss sustained while towing or otherwise moving the equipment from one place to another. If Lessor helps the Lessee in loading the equipment, Lessor does so at the Lessee's risk. Lessee agrees to inspect the trailer coupling mechanisms, safety chains, towing hitches, hookups, and towing lights. Lessee waives all claims for personal injury, property damage, loss of time or inconvenience arising out of failure of the equipment or accident caused by the equipment or its operator. Lessee waives damage to the towing vehicle used to pull any trailer rented by Lessee carrying the rented equipment. If Lessee does not provide an acceptable certificate of insurance naming, Lessor as an additional insured, or elect to decline the EP, and not pay the EP charges. Lessee is responsible for all risk of total loss or damage to the equipment, including rental charges for the time period the equipment is being serviced and repaired.

**TRUCK RENTALS:** Lessee must provide a copy of Lessee's valid driver's license, and current personal vehicle insurance coverage. This coverage must include required liability, comprehensive and collision insurance. Lessee is responsible for all loss, damage or liability claims of any kind when renting a truck or other motor vehicle driven. Lessee is also responsible for all loss, damage or liability claims of any kind whatsoever when renting a truck or other motor vehicle drive. Lessee is also responsible for traffic violations or citations issued. EP does not cover any rollover or collision of motor vehicles regardless of cause. The Equipment Protection Plan only applies to accidental damage to Howe Rental's trucks; it does not provide any coverage for "collision damage" or any other collision liability damage. All trucks are inspected going out and an existing damage document is signed by the Lessee and the Lessor. If EP is declined the Lessee is fully responsible for Howe Rental's trucks, and the Lessee agreement will apply.

**Terms Agreement** (Must be signed for account processing)

The undersigned (Lessee) in consideration of Lessor extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement below all rentals/purchases made by "Lessee" (Customer) are subject to the terms and conditions contained herein; Lessee has received, read, understands and accepts all of the terms and conditions of Lessor's rental contract, which terms and conditions are on the reverse side of every rental contract; such terms and conditions are deemed incorporated into and made a part of this Agreement. Any terms and conditions appearing in the Customer's acceptance, purchase order or acknowledge of a rental contract that are inconsistent with or in addition to the terms and conditions of the Agreement rental/purchase. If Customer has been operating for less than two years, Lessor may request an individual personal guaranty.

Lessee understands and agrees to Lessor's terms of payment as follows: NET DUE 30 DAYS from out invoice date. All past due invoices will be assert a service charge of 1.5% per month. Any disputed invoices must be brought to the attention of the Lessor within 30 days of the receipt or the invoices/contracts are deemed correct and undisputed. At Lessor's discretion, any account with a delinquent balance may be placed on a cash basis; Customers credit cards or line of credits may be used to bring the account within terms.

If the past due charges cannot be reconciled, Lessor may pick up the rental equipment without notice. Lessee agrees to pay for any Collections, Attorney's and Court fees required to enforce this agreement. All rental/purchases are due and payable in Salt Lake County, Utah.

Lessee authorizes Lessor to contact the insurance company and authorize the insurance to issue insurance certificate(s) when Lessor's required these certificates showing primary, occurrence basis insurance coverage of Property insurance against loss by all risks to the equipment rented from Lessor, in an amount at least to the MSLP; General Liability coverage of no less the \$1,000,000 per occurrence, including but not limited to coverage for Customer's contractual liabilities in the rental contract (including the release and indemnification clauses) and if the rental equipment is a vehicle or truck. Automobile liability and physical damage insurance, including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage.

The individual executing this Agreement below warrants that s/he is authorized to do so; the information contained in the Agreement is true and correct. And a facsimile or photo copy of this Agreement shall be valid as the original.

Howe Rental & Sales is authorized to verify any and all information of the Application (Agreement) and to obtain credit information from the sources listed.

Print Customer Name: \_\_\_\_\_ Print Authorized Officer's Signature: \_\_\_\_\_

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

***In order to process this application, it must be completely filled out and signed; so the account can be setup as per your request. Please attached a company profile if available. Thank you for choosing Howe Rental & Sales. We are looking forward to a long relationship.***

**Individual Personal Guaranty**

The undersigned guarantor(s), \_\_\_\_\_ (print Guarantor name) for and in consideration of your extending credit at my/our request to the Customer named above, in which I/we have a financial interest, personally guarantee prompt payment and performance of any obligations Customer to Lessor named above 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 Lessor 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 for collection. Suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree that (a) you reserve the right to bring legal action in whatever jurisdiction you deem necessary, whose laws, at the option of the Lessor, shall govern this Agreement, and (b) I/we shall pay all costs and expenses of collection, including but not limited to contingency or hourly fees charged by such agency's and attorneys and other expenses.

The undersigned represent that (i) the information contained in this Agreement is true and correct statement of the financial condition of Customer; and (ii) 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. Lessor shall not be required to exhaust all remedies against Lessee prior to exercising its rights against Guarantor(s). **I/We authorize Lessor 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 Lessor 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.

Guarantor's Signature: \_\_\_\_\_ Guarantor's Name: \_\_\_\_\_

Guarantor's Address: \_\_\_\_\_ SSN: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_ SSN: \_\_\_\_\_

CREDIT DEPARTMENT ONLY Date: \_\_\_\_\_ Account #: \_\_\_\_\_

Credit Limit: \_\_\_\_\_ Approved By: \_\_\_\_\_ NACM#: \_\_\_\_\_ D&B: \_\_\_\_\_

Comments: \_\_\_\_\_