



1080 E. Ontario Blvd
 Ontario, CA 91761
 (909) 986-5300 Phone
 (909) 986-5331 Fax

Account Manager:

Customer Application

In order to establish a customer account and do business with King Equipment LLC (herein referred to as "King"), you, the undersigned (herein referred to as "Customer") must supply basic company information and agreement to King's terms and conditions. Please complete the following information, in its entirety, and execute below.

BUSINESS INFORMATION

Company Name: _____ Federal EIN: _____ # of Employees: _____
 Physical Address: _____ City: _____ State: _____ Zip: _____
 Billing Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ E-mail: _____ Contact: _____
 Business Structure: Sole Proprietorship Partnership Corporation LLC Other: _____ Year Established: _____
 Description of Business: _____ Annual Sales: \$ _____

LICENSING & INSURANCE INFORMATION

Contractor's License No. _____ State: _____ Bond Company: _____ Bond No: _____
 Insurance Broker: _____ Agent: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____ Policy #: _____
 We Will Supply A Certificate of Insurance Covering Rental Equipment Please Apply Damage Waiver Fee in Lieu of Insurance Certificate

ORDERING INFORMATION

Are Rentals or Sales Tax Exempt? Yes No If Yes, Resale Permit No: _____ (please provide resale certificate)
 Are Purchase Order Numbers Required? Yes No Authorized Purchasing Agent(s): _____ (attach list if necessary)
 E-mailed Invoices Preferred? Yes No E-mail Address to Send Invoices to: _____
 A/P Contact: _____ Phone: _____ Fax: _____ E-mail: _____

ACCOUNT INFORMATION

Terms Requested: Cash - Payment due with order or prepaid Credit - Net 30 day terms (submit credit references supplement) Financing - Equipment sales only
 Purpose (check all that apply): Rentals Equipment Purchase Parts Service Other (specify): _____

GENERAL TERMS & CONDITIONS

- BY COMPLETING THE ABOVE INFORMATION, KING EQUIPMENT LLC IS NOT AGREEING TO EXTEND CREDIT TO CUSTOMER AND CUSTOMER UNDERSTANDS AND AGREES THAT KING HAS NO OBLIGATION TO EXTEND CREDIT.
- KING EQUIPMENT LLC, MAY AT ITS OPTION, REQUIRE ITS CUSTOMER TO ENTER INTO A SECURITY AGREEMENT AT THE TIME OF PURCHASE. KING IS TO RETAIN TITLE TO AND OBTAIN A SECURITY INTEREST IN THE PROPERTY PURCHASED UNTIL THE AMOUNT CHARGED FOR THE PROPERTY HAS BEEN PAID IN FULL.
- CUSTOMER ACKNOWLEDGES AND REPRESENTS THAT ANY AND ALL EQUIPMENT OR PARTS SOLD OR RENTED, OR SERVICE WORK PERFORMED SHALL BE USED FOR BUSINESS PURPOSES ONLY, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
- A DAMAGE WAIVER FEE OF 14% OF THE RENTAL RATE WILL BE APPLIED ON ALL CONTRACTS UNLESS CERTIFICATE OF INSURANCE IS PROVIDED. IF A CERTIFICATE OF INSURANCE IS NOT PROVIDED ON FILE AT THE TIME OF RENTAL, THE DAMAGE WAIVER FEE WILL BE CHARGED ON ALL CONTRACTS UNTIL THE CERTIFICATE IS RECEIVED AT OUR OFFICE. SEE INSURANCE REQUIREMENTS FOR MORE DETAIL ON ACCEPTABLE COVERAGE.
- IN SITUATIONS WHERE DELIVERY CANNOT BE COMPLETED WITHIN CUSTOMER'S REGULAR BUSINESS HOURS, CUSTOMER AGREES TO THAT THEY RECEIVED ALL EQUIPMENT, DEVICES AND MATERIALS DURING THE TERM SPECIFIED IN EACH INDIVIDUAL RENTAL CONTRACT. THE USE OF THE EQUIPMENT WILL BE GOVERNED BY EACH INDIVIDUAL RENTAL CONTRACT AND THE OPERATOR INSTRUCTIONS THEREIN. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION AND STORAGE OF THE EQUIPMENT UNTIL IT IS RECEIVED BY KING.
- CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS KING EQUIPMENT LLC FROM ANY AND ALL CLAIMS WHATSOEVER ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE, TRANSPORTATION, OPERATION, CONDITION, RENTAL, OR POSSESSION OF THE RENTED EQUIPMENT, FOR ANY EXPOSURE OF THE EQUIPMENT TO HAZARDOUS WASTE OR MATERIAL, FOR ANY LOSS, DAMAGE, OR INJURIES TO PERSONS OR PROPERTY, INCLUDING EMPLOYEES, THIRD PARTIES AND THEIR PROPERTY, AND FROM ANY AND ALL EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEY FEES AND COSTS. IN NO EVENT SHALL KING BE HELD RESPONSIBLE FOR INJURY, DELAYS, OR DAMAGES, CONSEQUENTIAL OR OTHERWISE, RESULTING BY REASON OF THE CONDITION, FAILURE OR OPERATIONAL DIFFICULTY OF THE EQUIPMENT, DELAYS ON THE PART OF KING, RAILROADS OR TRUCKING COMPANIES IN MAKING DELIVERY, LOSS OR DAMAGE TO THE EQUIPMENT IN TRANSIT, OR WHILE IN USE BY CUSTOMER, FROM STRIKES OR ANY CONTINGENCIES BEYOND THE CONTROL OF KING, OR FOR ANY OTHER CAUSE.
- CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT IS OF THE SIZE, DESIGN, CAPACITY AND MANUFACTURER SELECTED BY CUSTOMER AND FIT FOR CUSTOMER'S INTENDED USE. ACCEPTANCE OF THE EQUIPMENT BY CUSTOMER WILL CONSTITUTE BINDING ACKNOWLEDGMENT THAT CUSTOMER HAS FULLY INSPECTED THE EQUIPMENT AND THAT THE SAME HAS BEEN RECEIVED IN GOOD, SAFE, AND SERVICEABLE CONDITION, UNLESS NOTICE TO KING EQUIPMENT IN WRITING TO THE CONTRARY IS RECEIVED WITHIN TWENTY-FOUR HOURS OF THE DATE AND TIME OF DELIVERY OF THE EQUIPMENT.

AGREEMENT

THE UNDERSIGNED WARRANTS THAT ALL INFORMATION ON THIS DOCUMENT IS TRUE AND CORRECT, HAS READ AND HEREBY ACCEPTS ALL OF THE ABOVE TERMS AND CONDITIONS AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS AS SET FORTH IN EACH AND EVERY RENTAL OR SALE.

Signature

Printed Name

Title

Date



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Credit References

IN CONJUNCTION WITH THE CUSTOMER APPLICATION SUPPLIED, APPLICANT IS APPLYING FOR CREDIT FROM KING EQUIPMENT LLC ("KING") FOR THE PURPOSE OF OBTAINING RENTALS, PRODUCTS AND/OR SERVICES FROM KING. THE UNDERSIGNED WARRANTS THAT ALL INFORMATION ON THIS CREDIT APPLICATION IS TRUE AND CORRECT, HAS READ AND HEREBY ACCEPTS ALL OF THE OPEN ACCOUNT CREDIT TERMS AND CONDITIONS AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS AS SET FORTH IN EACH AND EVERY RENTAL CONTRACT. BY SUBMITTING THIS APPLICATION, THE UNDERSIGNED AUTHORIZES KING TO MAKE INQUIRIES INTO THE BANKING AND BUSINESS REFERENCES SUPPLIED.

PRINCIPALS / OFFICERS

Name: _____ Title: _____ % of Ownership (if applicable): _____ Phone: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Name: _____ Title: _____ % of Ownership (if applicable): _____ Phone: _____
 Home Address: _____ City: _____ State: _____ Zip: _____

BANK REFERENCES

Bank Name: _____ Branch Location: _____ Relationship Manager: _____
 Address: _____ City: _____ State: _____ Zip: _____ Phone: _____
 Account Type(s): Checking Savings Credit Line Business Loan Loan Secured by: _____
 Bank Name: _____ Branch Location: _____ Relationship Manager: _____
 Address: _____ City: _____ State: _____ Zip: _____ Phone: _____
 Account Type(s): Checking Savings Credit Line Business Loan Loan Secured by: _____

BUSINESS TRADE REFERENCES

Company Name: _____ Account #: _____
 Contact: _____ Phone: _____ Fax: _____ E-mail Address: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Company Name: _____ Account #: _____
 Contact: _____ Phone: _____ Fax: _____ E-mail Address: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Company Name: _____ Account #: _____
 Contact: _____ Phone: _____ Fax: _____ E-mail Address: _____
 Address: _____ City: _____ State: _____ Zip: _____

OPEN ACCOUNT CREDIT TERMS

- EACH INVOICE IS DUE AND PAYABLE WITHIN **30 DAYS** FROM INVOICE DATE.
- KING EQUIPMENT LLC WILL FILE PRELIMINARY LIEN NOTICES WHENEVER THE TOTAL BILLING WARRANTS SUCH ACTION. THIS IS A COMPANY POLICY AND IS NOT A REFLECTION ON YOUR CREDIT STANDING.
- A DAMAGE WAIVER FEE OF 14% OF THE RENTAL RATE WILL BE APPLIED ON ALL CONTRACTS UNLESS CERTIFICATE OF INSURANCE IS PROVIDED. IF A CERTIFICATE OF INSURANCE IS NOT PROVIDED ON FILE AT THE TIME OF RENTAL, THE DAMAGE WAIVER FEE WILL BE CHARGED ON ALL CONTRACTS UNTIL THE CERTIFICATE IS RECEIVED AT OUR OFFICE. SEE ATTACHED FOR INSURANCE REQUIREMENTS.
- AS A CREDIT CUSTOMER, KING EQUIPMENT LLC WILL REGULARLY REPORT ACCOUNT BALANCE, PAYMENT HISTORY AND OTHER CREDIT RELATED INFORMATION THROUGH EXPERIAN'S BUSINESS IQ REPORTING PROGRAM. THIS IS A COMPANY POLICY AND IS PROCESSED FOR ALL CREDIT ACCOUNTS, REGARDLESS OF CREDIT STANDING.

AUTHORITY TO CONFIRM INFORMATION AND OBTAIN CREDIT REPORTS

I HEREBY AUTHORIZE KING EQUIPMENT LLC AND/OR ITS ASSIGNEES OR DESIGNEES TO INVESTIGATE ALL CREDIT INFORMATION, INCLUDING BUT NOT LIMITED TO COMMERCIAL CREDIT REPORTS, CONSUMER CREDIT REPORTS, BANK AND TRADE REFERENCES FOR THE PURPOSE OF EVALUATING CREDIT WORTHINESS.

 Company Name

 Printed Name of Authorized Principal or Officer

 Title

 Signature

 Date