



Application for Open Account

APPLICANT: CUSTOMER BUSINESS OR CORPORATE NAME					APPLICATION DATE		
MAILING ADDRESS			PHYSICAL ADDRESS				
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
BUSINESS TELEPHONE	FAX NUMBER		YEAR EST. IN BUSINESS	Business Structure <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Division/Subsidiary			
CONTRACTORS LIC	TYPE OF CONTRACTOR AND SCOPE OF WORK			Parent Company _____			

PRINCIPAL INFORMATION (IF APPLICANT IS SOLE PROPRIE, PARTNERSHIP/LIMITED LIABILITY CO., OFFICERS IF CORPORATION)

NAME		TITLE	SS#	PHONE#		
HOME ADDRESS			CITY		STATE	ZIP CODE
NAME		TITLE	SS#	PHONE#		
HOME ADDRESS			CITY		STATE	ZIP CODE
NAME		TITLE	SS#	PHONE#		
HOME ADDRESS			CITY		STATE	ZIP CODE

BUSINESS BANK ACCOUNTS

BANK NAME	BRANCH ADDRESS	ACCOUNT NO.	PHONE#
BANK NAME	BRANCH ADDRESS	ACCOUNT NO.	PHONE#

CREDIT REFERENCES

NAME	ADDRESS	PHONE#
NAME	ADDRESS	PHONE#
NAME	ADDRESS	PHONE#

HAS APPLICANT OR ANY OF ITS OWNERS, PRINCIPALS, PARTNERS, OFFICERS OR DIRECTORS EVER FILED A VOLUNTARY PETITION IN BANKRUPTCY, BEEN ADJUDGED BANKRUPT, OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?
Circle: "YES" or "NO". IF "YES" PLEASE EXPLAIN:

Do you require a certificate of Insurance? Circle: "YES" or "NO"	Do you need to be additionally insured? Circle: "YES" or "NO"
Do you require 10 days notice of cancellation? Circle: "YES" or "NO"	or 30 days of cancellation? Circle: "YES" or "NO"
Do you require "endeavor to" wording to be x'd out? Circle: "YES" or "NO"	

AUTHORITY TO ORDER EQUIPMENT

Are Job Numbers Required? Circle: "YES" or "NO" If YES: "Written" or "Verbal"
Are Purchase Orders required? Circle: "YES" or "NO" If YES: "Written" or "Verbal"
The following are authorized to place rental orders with Harper Equipment Rental:
<input type="checkbox"/> Anyone representing themselves as an employee of the company, verbally. Circle: "YES" or "NO"
<input type="checkbox"/> Anyone presenting a written purchase order Circle: "YES" or "NO"
<input type="checkbox"/> Other _____



OPEN ACCOUNT CREDIT TERMS

This is an application to open an account to rent equipment both operated and bare from time to time on the general terms and conditions attached.

We serve California Preliminary Notices on all rentals and require all necessary information upon placing an order. This is a policy and is not a reflection of your credit standing.

Our dispatcher must be notified of any cancellations of orders by 5:00pm the day prior to scheduled equipment rental. If notification is not received by 5:00pm, customer will be responsible for all move on and move off charges of machinery.

All invoices due net 30 days after date of invoice. A 1 ½ % monthly service charge will be added to all amounts that remain unpaid 30 days after due date.

Applicant and guarantor(s) certify and warrant that the above information is true and correct and unconditionally guarantee all obligations incurred by Applicant and further promise to pay reasonable attorney fees and expenses which may be incurred in collection of this account.

Applicant and guarantor(s) agree to exclusive venue and jurisdiction of any State Court in the County of Orange regarding any matter arising under this agreement. This is a continuing guaranty. Applicant and guarantor agree to give written notice of any change in the principals, name or legal identity of Applicant 15 days prior to such change.

The undersigned warrants that all information is correct, has read, accepted and agrees to be bound by all of the above terms and conditions set forth in this document, Harper Equipment Rental Terms and Conditions Rental Agreement, and in each rental contract ordered by the undersigned or his agents.

Facsimile and electronic (email) copies will be accepted as originals.

PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to Harper Equipment Rental when due of all indebtedness, obligations and liabilities of customer named on page 1 of this Credit application, including all amounts now owing and arising in the future.

This guarantee shall continue in force and supersede any other agreements until notice in writing sent by registered or certified mail, return receipt requested, is received by Harper Equipment Rental. This notice shall specify the date of termination, not to be less than seven (7) days after the notice is received, and shall not affect any charges for transactions with the customer that were entered into prior to the termination.

Date

Firm

Authorized Signature, Title

Print Name

Please fax Sign and Dated copies to (714) 826-5371

Please mail signed original copies to 8141 Electric Ave., Stanton, CA 90680

OPERATED EQUIPMENT TERMS AND CONDITIONS

1. **LESSOR'S OBLIGATIONS:** Lessor agrees to provide to Lessee the equipment and operating personnel as described on the reverse side for use only under the exclusive direction and supervision of Lessee and subject to the following terms:
2. **LESSEE'S USE OF EQUIPMENT:** Lessee agrees (a) to use the equipment and personnel in strict compliance with all federal, state and local laws, regulations and orders; (b) to ensure that all safety rules, orders and standards are met; (c) to provide competent and experienced personnel and to direct and supervise the operation of the equipment at all times; (d) to use where applicable Standard Crane and Derrick Signals in accordance with American Standard B 30.2-1943 to direct equipment; (e) to use the leased equipment in accordance with the manufacturer's instructions and not to exceed the manufacturer's rated load capacities for such equipment.
3. **COMPETENT OPERATION BY LESSEE:** Lessee acknowledges that Lessor is only a supplier of equipment and personnel and is not informed about or responsible for site conditions or performance of the project work. Lessee agrees, when using Lessor's equipment or personnel, to be fully informed on site conditions; to obtain all permits required by local, state, and federal law; to operate in compliance with good construction practice in all respects including notifying Underground Service Alert and all utility and pipeline owner when appropriate and to identify and expose any pipe or utility lines before commencing work in any pipe or utility area. Lessor is not responsible for any aboveground or underground improvements (i.e. utilities, landscaping, hardscape, etc.) unless specifically marked and exposed to Harper Equipment Rental personnel. No damage claims will be considered after 10 days. All claims waived unless noted on rental contract and communicated to Harper Equipment Rental office.
"It is the sole responsibility of the lessee or renter to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this contract, the lessee or renter accepts liabilities and responsibilities contained in the regional notification center law."
4. **SITE DELIVERY:** Due to government regulations and outside movers, which **Harper's Backhoe Service, Inc., DBA Harper Equipment Rental**, has no control of, Lessee agrees to not back charge Harper Equipment Rental for late site deliveries and/or any fines associated with the delivery or pick-up of the equipment.
5. **TERMS OF PAYMENT:** Lessee's job disputes or change order problems with owner shall not effect Harper Equipment Rental terms of payment. Full payment for all charges is due net 30 days. Past due accounts subject to interest rate of 18% per annum. Lessee agrees to pay Harper Equipment Rental reasonable attorney's fees and expenses which may be incurred in collection of this account, including the enforcement of any right afforded Lessor under Title 15 of the Civil Code (Mechanic's Lien Law). Lessee and Lessor agree to the exclusive venue and jurisdiction of any State court in the County of Orange regarding any matter arising under this agreement.
6. **INSURANCE:** Lessor agrees to provide Lessee with a proof of commercial general liability insurance upon request. Lessee agrees to provide Lessor with an endorsement naming Lessor as an additional insured on a commercial general liability insurance policy (Form 2028 or equivalent).
7. **EXCUSE OF PERFORMANCE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, government action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage. Lessee hereby waives all claims against Lessor for any delays of any kind whatsoever. Lessor shall not be liable for any delays or defaults in making deliveries or pick-up.
8. **DISCLAIMER OF WARRANTIES:** Lessor makes no warranties, expressed or implied, as to the equipment's merchantability or fitness for any particular purpose. Lessee agrees to hold Lessor harmless for all claims resulting from any loss, damage, or injury of any and every nature whatsoever, including any special or consequential damages, caused by, resulting from, or in any way connected with the rental of the equipment or personnel, the operation and use of the equipment, or any defect in or failure of the equipment.
9. **FAILURE OF EQUIPMENT:** Lessor shall not be responsible for any loss, damage, or injury, to Lessee or any other party, caused by, resulting from, or in any way connected with the use or, failure of, including oil spills caused by machine or hose failures, or any defect on the lessor's equipment. Lessor is not responsible for any utility line rupture or damage. In no event shall the Lessor be responsible for special or consequential damage whatsoever or howsoever caused.
10. **EQUAL OPPORTUNITY EMPLOYER:** This contract specifically incorporates the Equal Opportunity Clause of Executive Order 11246, as amended, wherein the Lessor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin.
11. **DAMAGES:** Lessee agrees to pay for the repair of damage caused by Lessee's use to tires, buckets and teeth of equipment and for any damage caused by Lessee's breach of this agreement. If equipment becomes stuck in mud or snow Lessee agrees to pay for all towing fees, all damage costs to repair machine and all downtime.
12. **INDEMNIFICATION:** Lessee agrees that all equipment and all persons operating such equipment, including Lessor's employees, are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save Lessor, its employees and agents harmless from all claims-for death or injury to persons, including the Lessor's employees, and from all loss, damage, or injury to property, including equipment, arising out of or in connection with Lessee's operation howsoever same may be caused excepting only claims based upon Lessor's sole negligence. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court costs, filing fees, attorney's fees and costs of settlement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active or passive negligent act or omission of Lessor.

BARE EQUIPMENT TERMS AND CONDITIONS

1. **TERMS OF PAYMENT:** Full payment for all charges is due upon receipt of invoice. Past due accounts subject to interest at rate of 18% per annum. Lessee shall not involve Lessor in job disputes or change orders. Lessor shall be paid per Lessor's terms of payment.
2. **MAINTENANCE:** Lessee must lubricate and maintain equipment daily. If Lessee does not, Harper Equipment Rental will lube the machine and back charge Lessee at the rate of \$95.00 per hour, plus 85¢ per mile, portal to portal from Harper Equipment Rental's yard located in Stanton, California. Grease, oil, and filters will be charged per invoice, plus 20%.
3. **NORMAL WEAR AND TEAR:** The Lessee agrees to return the equipment to the Lessor in good operating condition, and agrees to compensate the Lessor in full for any damage done to the equipment which is not chargeable to normal depreciation. Lessee also agrees to pay for all machine down time at the hourly rate (8 hours maximum per day) caused by his operation until the machine is ready to work. There will be a cleaning charge assessed for equipment returned dirty or with contaminated material, a minimum of one day rental and disposal fee.
4. **DISCLAIMER OF WARRANTIES:** Lessor makes no warranties, expressed or implied, as to the equipment's merchantability or fitness for any particular purpose. Lessee agrees to hold Lessor Harmless for all claims resulting from any loss, damage, or injury of any and every nature whatsoever, including any special or consequential damages, caused by, resulting from, or in any way connected with the rental of the equipment, the operation and use of the equipment, or any defect in or failure of the equipment.
5. **FAILURE OF EQUIPMENT; INDEMNITY:** In the event of any failure of the leased equipment, of any nature whatsoever, Lessee at its expense shall immediately return it to Lessor's premises. Without Lessor's written authorization, Lessee shall not incur any expense for Lessor's account for the repair of the equipment. Lessor shall not be responsible for any loss, damage, or injury, to Lessee or any other party, caused by, resulting from, or in any way connected with the use or, failure of, including oil spills caused by machine or hose failures, or any defect on the Lessor's equipment. Lessor is not responsible for any utility line rupture or damage. In no event shall Lessor be responsible for special or consequential damage whatsoever or howsoever caused. Lessee agrees to indemnify Lessor against any claims, demands or liabilities arising from or related to matters for which Lessor is not responsible as set forth in this paragraph and paragraph 14 below and also against all claims relating to the equipment or its use arising from environmental protection laws, including EPA, BMP's, NPDES, & SWPPPS.
6. **NO ASSIGNMENT OR ENCUMBRANCE:** Lessee agrees to keep the equipment free from any lien and encumbrance of any kind, and agrees not to assign the Agreement or any interest hereunder nor to sublet or hire out the equipment without the prior written consent of the Lessor.
7. **LOSS Or DESTRUCTION OF THE EQUIPMENT:** If the equipment should be lost, stolen, destroyed, or rendered unfit for service, the Lessee agrees to pay the Lessor the full value thereof, together with interest at the rate of 1 ½% per month until said sum is paid.
8. **REFUSAL TO RETURN EQUIPMENT:** This equipment is not for sale. If the Lessee fails or refuses to return the equipment to the Lessor after the expiration of 10 days from the initial date of hiring hereunder and after Lessor has mailed written notice of demand to Lessee to do so to the address of Lessee set forth on the agreement, it is agreed that said failure and/or refusal of Lessee shall be deemed willful and a conversion, and Lessor shall have the right in addition to all other remedies to receive rent at the hourly rate from the date of demand until all equipment is returned, plus costs of collection. Lessee further agrees, that if he moves from the address set forth in the agreement he will immediately notify Lessor of his change of address, and in any case, not later than (5) days after said change has taken place.
9. **LESSOR'S RIGHT TO REMOVE EQUIPMENT FROM LESSEE'S PREMISES:** If Lessee fails to make any of the rental payments provided for herein, or fails to keep the equipment in proper condition or misuses the equipment in any manner, or does not keep or perform any of the conditions set or herein, or if a petition in bankruptcy be filed by or against the Lessee, or if the Lessee shall make an assignment for the benefit of his creditors, the Lessor may without notice demand return of the equipment, and/or take possession of the equipment wherever situated. The Lessee further agrees to pay all of Lessor's costs and expenses incurred in connection with the retaking of said equipment.
10. **ATTORNEYS FEES:** The Lessee shall pay reasonable attorney's fees and expenses, etc. Reasonable attorney's fees and expenses which may be incurred in collection of this account, including the enforcement of any rights afforded Lessor under Title 15 of the Civil Code (Mechanic's Lien Law). Lessee and Lessor agree to the exclusive venue and jurisdiction of any State court in the County of Orange regarding any matter arising under this agreement.
11. **LESSOR'S RIGHT TO INSPECTION:** The Lessor shall have the right, at any time during business hours, to enter the Lessee's premises for the purpose of inspecting the equipment and making any repairs and adjustments necessary to the proper and safe operation thereof. Lessor also reserves the right, in its sole discretion, to remove the equipment covered by this agreement and to replace the same with similar equipment at any time during the term thereof.
12. **NORMAL USE:** The rental rate shown on the agreement covers normal use only. All rates are based on daily rental, 5 day week, and 4 week month (not to exceed 8 hours per day, 40 hours per week, 160 hours per month). Any excess use will be pro-rated against the appropriate rate and charged to the customer.
13. **INSURANCE:** As additional security, Lessee to name Lessor as an additional insured on Lessee's comprehensive/commercial general liability policy covering the operation and use of equipment. Lessee's liability insurance is to be primary and non-contributing with liability insurance obtained by Lessor. Certificate of insurance and additional insured endorsement obtained by Lessee are to be in force for the length of Lease. Lessee agrees to deliver certificate of insurance naming Lessor as an insured on Lessor's comprehensive/commercial liability policy with an all risk Equipment Floater rider, covering leased or rented equipment, covering Lessor for the full stated value of the leased equipment and providing that insurance may not be canceled without thirty days notice to Lessor.
14. **CAL/OSHA:** Lessee acknowledges that he has examined and accepts full responsibility for all hitches, bolts, pull pins, safety chains, lighting systems, brakes, together with all devices and materials needed for the full requirements for CAL/OSHA. Lessor is not responsible for the items set forth in this paragraph.
15. **FUEL:** Customer agrees to return equipment with a full fuel tank(s). If customer returns equipment with the fuel tank(s) less than full, customer shall pay to Lessor a sum equal to the Lessor posted refueling charge at the Lessor location where equipment is returned for the number of gallons that the tank(s) is(are) short at the time of return. Customer further agrees to pay for all towing expense, all damages, and downtime per paragraph #3, if the equipment becomes stuck in mud or snow.
16. **CUMULATIVE REMEDIES:** Lessor's remedies hereunder are cumulative.