



APPLICATION AND AGREEMENT FOR BUSINESS CREDIT

FIRM NAME: _____ CONTRACTORS LICENSE NO. / STATE: _____

STREET ADDRESS: _____

BILLING ADDRESS: _____

BUSINESS NUMBER _____ BUSINESS FAX NUMBER _____

E-MAIL: _____

TYPE OF BUSINESS: (CHECK THE APPROPRIATE LINE)

Proprietorship: ___ Corp: ___ Partnership: ___ LLC ___ Yr. Established: ___ Tax ID # _____

CONTACTS:

Dispatch: _____ Acct. Payable: _____ Insurance: _____

DO YOU REQUIRE A PURCHASE ORDER/JOB NUMBER? YES ___ NO ___

OWNERS: (IF APPLICANT IS A SOLE PROPRIETOR, PARTNERSHIP/ LIMITED LIABILITY CO., OFFICERS IF CORPORATION)

NAME: TITLE: SSN# HOME TELEPHONE NO. CELL NO.

NAME: TITLE: SSN# HOME TELEPHONE NO. CELL NO.

NAME: TITLE: SSN# HOME TELEPHONE NO. CELL NO.

BONDING COMPANY: _____

Address: _____ Phone: _____ Contact: _____

INSURANCE COMPANY: _____

Address: _____ Phone: _____ Contact: _____

BANK NAME: _____

Address: _____ Acct.# _____

Phone: _____ Contact: _____

TRADE REFERENCES

NAME: _____ Phone: _____ Fax: _____

Address: _____ Contact _____

NAME: _____ Phone: _____ Fax: _____

Address: _____ Contact _____

NAME: _____ Phone: _____ Fax: _____

Address: _____ Contact _____

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. Each customer for which equipment is supplied shall be assigned a Ironfinders Heavy Equipment Rental, Inc. account number

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.

If renting BARE equipment customer will need to have an insurance binder with the appropriate coverage, faxed or e-mailed to Ironfinders **prior to customer taking possession of equipment.**

Our dispatcher must be notified of any cancellations of orders by 4:00pm the day prior to scheduled equipment rental. If notification is not received by 4:00pm, customer will be responsible for all move-on and move-off charges of machinery.

The open credit terms are, the amount of credit extended to customer will be determined by IRONFINDERS and may vary from time to time. Customer waives notice of any change in customers credit limit.

All invoices are 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 guarantees 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, and in each rental contract ordered by the undersigned or his agents.

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

Firm

Authorized Signature

Printed Name

Date

**Please fax copy to (949) 369-1016 or e-mail ironfinder@gmail.com
Please mail original to Ironfinders Heavy Equipment Rental , Inc.
P.O. Box 61, San Clemente, CA 92674-0061**



TERMS AND CONDITIONS of OPERATED EQUIPMENT RENTAL CONTRACT

- 1. LESSOR'S OBLIGATIONS:** Lessor agrees to provide, to Lessee the equipment and operating personnel 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 the 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 are 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 operate in compliance with good construction practice in all respects including notifying Underground Service Alert and all utility and Pipeline owners when appropriate and to identify and expose any pipe or utility lines before commencing work in any pipe or utility area.
- 4. TERMS OF PAYMENT:** Full payment for all charges is due on the 10th day of the month. Past due accounts subject to interest rate of 18% per annum. Lessee agrees to pay Ironfinders Heavy Equipment Rental, Inc. reasonable attorney 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 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.
- 5. INSURANCE:** Lessor agrees to provide Lessee with 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).
- 6. 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, governmental 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 of defaults in making deliveries or pick up.
- 7. 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 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 or failure of the equipment.
- 8. FAILURE OF EQUIPMENT:** Lessor shall not be responsible for any **DOWNTIME, loss of time, 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 Lessors equipment regardless of cause. 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.
- 9. 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.
- 10. DAMAGES:** Lessee agrees to pay for the repair or damage including but not limited to **tires, buckets, teeth ,cutting edges, hydraulic lines, scraper chains , paddles & floors**, of equipment used by Lessee under the direction of the Lessee and for any damage caused by Lessee's breach of this agreement. Lessee agrees to pay for all flat repairs and disposal fees. 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.
- 11. 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.

Please Initial ___ then fax to (949) 369-1016



Terms and Conditions of BARE Equipment Rental Contract

- 1. Terms of Payment.** Full payment for all charges is due upon receipt of invoice. Payment is late if not received within 30 (thirty) days of date of invoice. Past due accounts are subject to interest at rate of 18% per annum.
- 2. Maintenance.** Lessee must lubricate and maintain equipment daily. If Lessee does not, Ironfinders or its Associates will lube machine and back charge Lessee at the rate of \$60.00 per hour, plus \$5.00 per mile, portal to portal from Rental yard. 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 Daily rate 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 **DOWNTIME, loss of time, damage, or injury, to Lessee or any other party, caused by, resulting from, or in any way connected with the use or, failure of, or any defect in, the equipment, regardless of cause.** 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.
- 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, **due to maintaining proper greasing , oil and hydraulic fluid replacement** the Lessee agrees to pay the Lessor the full value thereof, together with interest, at the rate of 1 1/2% 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 Daily 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 five (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 out 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. Attorney's 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, not to exceed 8 hours per day, 40 hours per week, or 160 hours per month. Based on 20 working days per month. Any excess use will be prorated against the appropriate rate and charged to the lessee. **If Equipment is operated on a jobsite containing rock, which causes excessive wear and tear a surcharge of 25% of the normal rental rate will be added to said normal rate and will be the responsibility of the lessee. Lessee shall still be responsible for any damages to rental equipment used on a site containing rock in addition to this rock surcharge**
- 13. Insurance.** As additional security, Lessee to name Lessor or his Associates 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 endorsements obtained by Lessee are to be in force for the length of Lease. Lessee agrees to deliver certificate of insurance naming Lessor or his Associates as an insured on Lessor's comprehensive/commercial liability policy with an all risk Equipment Floater rider, covering leased or rented equipment, covering Lessor or Associates for the full stated value of the leased equipment and providing that insurance may not be canceled without thirty days notice to Lessor or his Associates. Lessee shall be responsible for all coverage called for hereby, including payment of any deductible, whether or not insurance is in force.
- 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 ,Oil and Hydraulic Fluid.** Customer agrees to return equipment with full fuel tank and oil reservoirs. If customer returns equipment with the tank(s) & reservoirs less than full, customer shall pay to Lessor a sum equal to the Lessor posted refueling /oiling 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.
- 16. Cumulative Remedies.** Lessor's remedies hereunder are cumulative.
- 17. Legal Advice.** Lessee acknowledges that it has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of executing this agreement. Lessee and its responsible officer or agent thereof has read this agreement and understands the contents thereof. Each of the individuals executing this agreement on behalf of lessee possesses the power and authority to do so and thereby binds lessee.

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