



603 Mammoth Road  
 Londonderry, NH 03053  
 Main: (603) 3623-3669  
 Fax: (603) 624-8758

## Customer Information

WE ARE SUBMITTING THE FOLLOWING INFORMATION AS A BASIS FOR EXTENSION OF CREDIT BY T-QUIP SALES & RENTALS, INC., ITS DIVISIONS AND AFFILIATES, HEREINAFTER COLLECTIVE REFERRED TO AS "T-QUIP SALES & RENTALS, INC."

Legal Name of Business \_\_\_\_\_

Type of Business \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

\* Year Established \_\_\_\_\_ [ ] Corporation [ ] Partnership [ ] Sole Proprietorship

\* If subsidiary, please give name, address and State of incorporation of parent company.

Current Net Worth (check one): [ ] Under \$50K [ ] \$50K-\$100K [ ] \$100K-\$250K [ ] \$250K-\$500K [ ] \$500K-\$1M [ ] Over \$1M

\* Business Address: \_\_\_\_\_ Billing Address (if different): \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

Business Telephone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

\* Please list Owners, Partners, Officers, and/or Principals (attach additional sheets if necessary):

Full Name	Title	Home Address	City/State	SS#	DOB	Drivers License #
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

\* Have you or any of your Owners, Partners, Officers, and/or Principals ever made a composition, settlement or filed for bankruptcy? [ ] Yes [ ] No

If so, who? \_\_\_\_\_ Where? \_\_\_\_\_ When? \_\_\_\_\_

\* Expected Monthly Credit Requirements:

List all banks and finance companies in which you have done business with (attach additional sheets if necessary):

1.) Name of Bank \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_

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

Checking Account? [ ] Yes [ ] No Account # \_\_\_\_\_ Loan Experience? [ ] Yes [ ] No

Loan Officer: \_\_\_\_\_

2.) Finance Company	Contact	Address	City/State/Zip	Phone #	Fax #	Account #
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Trade References (list at least 3):

Company	Address	City/State/Zip	Phone #	Fax #	Account #
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Purchase Order required? [ ] Yes [ ] No Please list any special invoice instructions: \_\_\_\_\_

Tax Exempt? [ ] Yes [ ] No (If yes, a signed Exemption Certificate must be attached if exemption status is claimed.)



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## Credit Application

In consideration of T-Quip Sales & Rentals, Inc. extending credit (either by permitting rental fees to be paid after the applicant takes possession of machinery or otherwise) to the person or entity applying for same as evidenced above, the undersigned personal guarantor(s), jointly, severally if more than one, and in his/her/their individual capacity, guarantees payment to T-Quip for all sums past due, now owed and all sums that later become due to T-Quip by the applicant. The applicant and the undersigned hereby agree that in the event T-Quip is forced to pursue collection activities against the applicant or guarantor, both the applicant and guarantor shall be liable for the costs of collection, including reasonable attorney's fees. Additionally, a service charge of one and one half percent (1.5%) per month (18% per annum) shall be charged upon any payments not received within thirty (30) days such payment becomes due. This service charge shall continue to accrue during the pendency of any legal action to collect the debt owed to T-Quip. Further, the applicant and personal guarantor agree that the terms and conditions stated on the following page shall apply to any equipment or machine rented or financed by T-Quip Sales and Rentals Inc.

By our signature below we have authorized you to release any and all information to T-Quip Sales and Rentals regarding our credit and account history with your organization. Including but not limited to a credit report from a bureau or credit reporting agency will be pulled. This information will be used to evaluate a commercial trade credit account with T-Quip Sales and Rentals Inc. We understand that this confidential information will be held in strict confidence between your organization and T-Quip.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Personal Guarantee

\_\_\_\_\_  
Personal Guarantee

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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# Terms & Conditions

**REPLACEMENT OF MALFUNCTIONING EQUIPMENT**

If the equipment becomes unsafe or in disrepair as a result of normal use, the Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.

**WARRANTIES**

There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the equipment is suited for the Lessee's intended use of that it is free from defects.

**HOLD HARMLESS AGREEMENT**

Lessee agrees to assume the risks of, and hold the Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of the Lessee's negligence.

**USE OF GOODS**

Lessee agrees that the goods shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators. Lessee agrees to perform all daily maintenance and checks. Lessee is responsible for all unusual wear, tear, and damage not in writing upon acceptance. Maximum use is 45 hours per week or 170 hours per month (30 consecutive days). Lessee is responsible for any over term usage on a prorated basis.

**PROHIBITED USES**

Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract.

1. Use for illegal purpose or in an illegal manner
2. Use when the equipment is in bad repair or is unsafe
3. Improper, unintended use or misuse
4. Use by anyone other than the Lessee, his employees, or persons residing in Lessee's household, without Lessor's prior written permission
5. Use at any location other than the address furnished to the Lessor without the Lessor's prior written permission

**ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT**

Lessor may assign his rights under this contract without Lessee's consent, but will remain bound by all obligations herein. Lessee may not sublease or loan the equipment without Lessor's prior written permission. Any purported assignment by Lessee is void.

**RENTAL CHARGES**

Lessee is responsible for all rental charges for the property from the time the property is taken until its return, regardless of the time used, including Saturday, Sundays, and holidays. Charges continue until the property is returned and checked in. Receipt of the equipment and its use constitutes that it was delivered in good, sale, and serviceable condition. No less than the minimum will be charged if the property leaves Lessor's premises. Rates are FOB Londonderry, NH unless otherwise agreed upon writing.

**RENTAL PERIOD**

Lessee's right to possession of the property terminates at the expiration of the rental period, defined as the period from the date and time the contract starts until the date and time agreed upon for equipment return. A contract that is not closed by the Lessee will automatically extend for another term until the Lessee makes contact with the Lessor to end the contract. Lessor retains the right to deny an extension of the terms of any contract.

**LATE RETURN**

Lessee agrees to return the rental goods during Lessor's regular business hours, upon termination of the rental period. If not returned timely, Lessee shall pay additional charges of time of possession beyond the expiration of the rental period.

**TIME OF PAYMENT**

Rentals are payable in advance expect for charges to approved accounts which are due upon receipt of invoice. Any rental period extensions are also payable in advance. Charges for late return, as described in the above paragraph are immediately payable upon return. All charges to approved accounts are payable upon receipt of invoice. There will be a \$10 handling charge for all returned checks. Contract is subject to all applicable taxes and is the sole responsibility of the Lessee.

**DIRTY, DAMAGED, LOST OR STOLEN EQUIPMENT**

Lessee agrees to furnish a full certificate of insurance, naming T-Quip Sales and Rentals, Inc. as loss payee, for the full replacement value of the machine. Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment requiring cleaning upon return. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for by the Lessee at the full replacement cost, and Lessee shall also be responsible for the ordinary rental fees due until such payment. Repair costs will be borne by the Lessee, whether performed by Lessor, or, at Lessor's option, by others.

**TIRE REPAIR OR REPLACEMENT**

Lessee acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the Lessor in a damaged condition, regardless of the cause of the damage, except for reasonable wear and tear. Lessee is solely responsible for flat tires.

**TITLE**

This agreement is not a contract for sale. Title to all items is and shall remain in Lessor.

**REPOSSESSION**

Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

**THEFT**

Lessee is hereby informed and understands that a person commits theft of services if he or she holds or retains control over property beyond the expiration of the rental period outlined in a written contract. Intent to commit theft of service is established if the actor fails to return the property within ten days after receiving notice by certified mail demanding return, which notice is presumed to have been received no later than five days after being sent. There is also a presumption of intent to avoid payment for the applicable charges for the offense of theft of service if a person returns property held under a rental agreement after the expiration of the rental period is not paid. The event of theft of services is considered a criminal offense.

**LOADING AND UNLOADING GOODS**

Lessee is responsible for loading and unloading the goods. If Lessor's representatives assist in loading or unloading the goods, Lessee agrees to assume the risk of, and hold Lessor harmless for, any property or personal injuries, including damage or injuries attributable to the negligence of the Lessor or his representatives.

**DISCLAIMER OF AGENCY**

Lessee acknowledges that he is not the agent of Lessor for any purpose.

**DISCLAIMER OF MANUFACTURER**

Lessee agrees that the Lessor is neither the manufacturer of the goods nor the agent of the manufacturer.

**SEVERABILITY**

The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any provisions shall not affect the remaining provisions.

**INDEMNIFICATION**

Lessee agrees to indemnify and reimburse Lessor for all liabilities to Lessee, his agents of third parties, arising out of the negligent use of the goods or a breach of this contract by Lessee.

**PROOF OF INSURANCE**

Lessee is responsible for acquiring proper insurance to protect against loss or damage. Lessee shall provide an insurance certificate to Lessor that names Lessor as both additional insured and loss payee on certificate. Lessee shall exercise all rights available to them under said insurance, take all actions necessary to process said claim, and Lessee further agrees to assign said claim and pay any and all proceeds from such insurance coverage carried.

**LONG TERM RENTALS**

Any rental over a 30 day period will not have service included in the cost of rental. Any maintenance required on the machine during your rental period will be the responsibility of the renter.

**GROUND ENGAGING**

Any ground engaging components of any rental machine are billable to renter. This includes teeth, bucket, cutting edge, hammer point wear, etc. T-Quip Sales & Rentals is not responsible for the replacement of teeth or cutting edges during rental period.

**FUEL**

Machines are to be returned with the same amount of fuel as they are received with. Any machine requiring fuel upon its return is billable at \$5.00 per gallon.

**I ACKNOWLEDGE AND ACCEPT THE ABOVE STATED TERMS AND CONDITIONS.**

**PLEASE INITIAL FOR ACCEPTANCE:**

X \_\_\_\_\_

X \_\_\_\_\_