



**YOUR 1ST CHOICE IN SALES
& RENTALS**



603 Mammoth Road | Londonderry, NH 03053

Welcome to T-Quip Sales & Rentals, Inc.

Thank you for choosing to work with us. It is our pleasure to help assist you with all your heavy equipment sales and rental needs!

In this packet you will find everything you need to get started.

All paperwork must be filled out completely and returned to our office prior to the delivery of any equipment.

Main: (603) 623-3669 | Fax: (603) 624-8758

rentals@tquip.com

www.TQUIP.com



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 Londonderry, NH 03053
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Customer Information

- NEW CUSTOMERS **NOT** REQUESTING CREDIT—Please fill out ONLY the **RED** portion of page 2 PLUS pages 4 & 5.
- NEW CUSTOMERS REQUESTING CREDIT—Please fill out pages 2-5.

Terms & Conditions MUST be signed by all T-Quip Sales & Rentals, Inc. customers prior to any equipment rentals.

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 _____ **Type of Business** Corporation Partnership Sole Proprietorship

Current Net Worth 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 _____ AP Email Address _____

Business Telephone # (_____) _____ Fax # (_____) _____

Please list Owners, Partners, Officers, and/or Principals, Personal Guarantee:

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

Purchase Order required? Yes No If yes, please list any special invoice instructions: _____

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

Have you or any of your Owners, Partners, Officers, and/or Principals ever made a composition settlement or filed for bankruptcy? Yes No
 If yes, who? _____ Where? _____ When? _____

Expected Monthly Credit Requirements | Please list ALL banks and financial institutions in which you have done business with:

Name of Bank _____ Phone # (_____) _____

Address _____ City _____ State _____ Zip _____

Checking Account? Yes No Account # _____

Loan Experience? Yes No Loan Officer _____

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

(Attach additional sheets if necessary.) Do you have additional information to attach? Yes No

Trade References | Please list at least 3:

Company	Contact Name	Email Address	Phone #
_____	_____	_____	_____
_____	_____	_____	_____



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Credit Application

In consideration of T-Quip Sales and Rentals, Inc. extending credit (either by permitting rental fees to be paid after the applicant takes possession of rental equipment 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 Sales and Rentals, Inc. for all sums past due, now owed and all sums that later become due to T-Quip Sales and Rentals, Inc. 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 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 Sales and Rentals, Inc. 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, Inc. regarding our credit and account history with your organization. Including, but not limited to, a credit report obtained from a bureau or credit reporting agency. 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 Sales and Rentals, Inc.

 Applicant

 Co-Applicant

 Title

 Title

 Personal Guarantee

 Personal Guarantee

 Name Printed

 Name Printed

 Date

 Date



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. Lessor will replace the equipment with similar equipment in good working order upon availability. 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 EQUIPMENT

Lessee agrees that the rental equipment 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 of equipment. Maximum use of rental equipment 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, their 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 their 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 during Lessor's regular business hours, upon rental completion and/or termination. 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 except for charges to approved accounts which are due upon receipt of invoice. Any rental period extensions are also payable in advance. Charges for a late return, as described in the above paragraph are payable immediately upon return. All charges to approved accounts are payable upon receipt of invoice. There will be a \$50 handling charge for all returned checks. Contract is subject to all applicable taxes and is the sole responsibility of the Lessee. Credit cards on file are subject to charge upon rental completion and/or termination by Lessee or Lessor.

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 rental equipment. Lessee agrees to pay for any damage to or loss of the rental equipment, as an insurer, regardless of cause, except reasonable wear and tear, while the rental equipment is out of the possession of the Lessor. Lessee also agrees to pay a cleaning charge for rental equipment requiring extensive cleaning upon return. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen rental equipment. Rental 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 owed 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. Lessee 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 rental equipment from current location. Lessor and their agents shall not be liable for any claims for damage or trespass arising out of the removal of the rental equipment.

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 Lessee 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. Theft of services is considered a criminal offense.

LOADING AND UNLOADING EQUIPMENT

Lessee is responsible for loading and unloading the rental equipment. If Lessor's representatives assist in loading or unloading rental equipment, 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 their 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 rental equipment nor the agent of the manufacturer.

SEVERABILITY

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

INDEMNIFICATION

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

PROOF OF INSURANCE

Lessee is responsible for acquiring proper insurance to protect against loss and/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 piece of rental equipment during the rental period will be the responsibility of the Lessee.

GROUND ENGAGING

Any ground engaging components of rental equipment are billable to Lessee. This includes, but is not limited to: teeth, bucket, cutting edge and hammer point wear. Lessor is not responsible for the replacement of teeth or cutting edges during rental period.

FUEL

Rental equipment is to be returned with the same amount of fuel as there was upon receipt of rental equipment. Any piece of rental equipment requiring fuel upon return to Lessor is billable at \$5.00 per gallon.

PERSONAL GUARANTEE

The Lessee and Personal Guarantor agree that the terms and conditions stated on this page shall apply to any equipment or machine rented or financed by T-Quip Sales and Rentals, Inc.

I ACKNOWLEDGE AND ACCEPT THE ABOVE STATED TERMS AND CONDITIONS.

PLEASE SIGN FOR ACCEPTANCE:

X _____

X _____



Credit Card Authorization

We Accept:



Customer Name / Company Name _____

Name as it Appears on the Card _____

Card Billing Address _____

City, State & Zip Code _____

Card Number _____

Expiration Date _____ Security Code _____

Cardholder Signature _____ Date _____

We operate as a PAPERLESS company! Please provide an email address for your receipts:

Email Address _____

** If credit terms have not been established, credit cards on file are subject to charge upon rental completion and/or termination.*

Upon completion, please email or fax this form:
Email: Rentals@TQUIP.com | Fax: (603) 624-8758