



CUSTOMER APPLICATION

FOR BRANCH USE ONLY

Branch No.
Salesman No.
Customer No.

Please return to fax # (866) 444-3576

Form with sections: CUSTOMER INFORMATION, TRADE REFERENCES: (CREDIT PURCHASES), BANK REFERENCE, LIABILITY INSURANCE COVERAGE, PHYSICAL DAMAGE COVERAGE FOR RENTAL EQUIPMENT?, AUTHORIZED BY: NAME, TITLE, SIGNATURE AND DATE SIGNED, FOR CENTRAL OFFICE USE ONLY.

Please ensure all 3 pages are fully completed and submitted

ACCOUNT AGREEMENT AND TERMS

The company submitting the application agrees to the following conditions:

1. It is understood and agreed that the undersigned specifically consents to HERC investigating the undersigned credit history for the purpose of extending credit.
2. If credit is extended, the undersigned acknowledges the HERC's credit terms are payment in full net fifteen (15) days from the date of invoice.
3. All sums are due and payable at the mailing address of: Accounting Office of the originating HERC branch.
4. In the event the undersigned fails to timely pay any invoice, the undersigned agrees to pay a late fee to HERC on such delinquent invoices until same is fully paid, at the maximum rate allowed by the laws of the jurisdiction where the originating HERC branch stated on the invoice is located.
5. The undersigned agrees that, with or without notice of demand, the undersigned shall reimburse HERC, for all expenses (including counsel fees) incurred by HERC in connection with any indebtedness of the applicant of the collection thereof.
6. The undersigned agrees fully and promptly to furnish to HERC information needed or requested by HERC for proper filling out and service of preliminary notices under the mechanic's lien laws.
7. If the equipment rented hereunder is used in the construction of a particular private or public work of improvement, the undersigned agrees that all monies owed to or received by the undersigned in connection with such work or works of improvements shall be held by undersigned in trust for the benefit of HERC, shall be segregated from other monies of the undersigned, and shall be used only to pay HERC, to the extent that such monies are attributable to the equipment rented hereunder until HERC has been paid in full for such rentals.
8. The undersigned recognizes that it may from time to time be owed money by HERC due to contracts or transactions between the undersigned and HERC which are separate and distinct for the rentals contemplated by this Credit Application and Agreement. HERC shall have the right to withhold from the undersigned any monies owed by HERC to the undersigned in connection with any such other contracts or transactions and to offset the same against any sums owed by the undersigned to HERC in such amounts as may be deemed by HERC to be reasonably necessary to cover such indebtedness of the undersigned. So long as this right of withhold and offset is carried out in good faith, the undersigned hereby waives any claims against HERC for any consequential damages coming from such withhold and offset even if it is later determined that the withhold or offset was improper.
9. I/We will jointly and severally indemnify you, and see you paid for your account with respect to any order now or hereafter made by the corporate customer. I/We further agree to pay your account within your terms of payment following purchase, to pay 2% interest and service charges per month (24% per annum) on overdue accounts and I/We assure full responsibility for any costs incurred, including legal fees or collection of the account on a full solicitor/client indemnity basis. I/We understand and consent to you obtaining a consumer report containing personal and/or credit information with this transaction on both the corporate customer and myself.
10. I/We further agree that should the corporate customer fall into arrears or be in an overdue situation, that the credit granting body is entitled to withdraw credit privileges at its own unfettered discretion. All short shipments must be reported upon receipt of the goods/service (same day). NSF cheques are subject to a minimum service charge of \$25.00 per occurrence. The applicant hereby acknowledges receiving a copy of the credit application. It is understood and agreed that the title to the goods provided on any of the above referenced invoices shall remain in the seller until the account is fully paid and the applicant hereby grants to the seller a purchase money security interest in the said goods.
11. A Environmental Recovery Fee \$5.00 will automatically charged on certain rental equipment as a one time charge for equipment valued over \$5,000. This fee is designed to offset our mandated costs for environmental handling expenses.

Name (please print)	Signature	Date
Company Name	Title / Position	

I/We _____, of _____ (hereinafter referred to as the corporate customer), apply for credit for the supply of goods, services and materials in accordance with the application for credit concurrently made. I/We, being principal(s) of the corporate customer acknowledges that I/We am/are co-customer(s) / co-purchaser(s) and will be personally responsible jointly and severally with the corporate customer for any and all debts incurred as a result of this application, whether or not the invoices or work order is made out solely in the name of the corporate customer.

Name (please print)	Social Insurance No.	Name (please print)	Social Insurance No.
Signature	Date	Signature	Date
Witness	Date	Witness	Date



Certificate of Insurance

Dear Rental Customer:

Please have your insurance broker complete the following and return to our office as evidence of insurance coverage in force. ***Please note: Insurance form must be received before any equipment is shipped.***

Customer's Name: _____

Customer's Address: _____

Business Phone #: _____ Fax #: _____

Limits on Comprehensive General Liability to be not less than \$2,000,000.00 Inclusive Limits Bodily Injury and Property Damage per occurrence. Hertz Equipment Rental added as an Additional Insured with respect to liability arising out of the operations of the Rental Customer.

LIABILITY INSURANCE

Insurance Company Name: _____

Policy Number: _____ Expiry Date: _____ Limits: _____

PROPERTY INSURANCE

It is the responsibility of the Rental Customer to provide insurance on the Rental Equipment for full replacement cost, as per the Rental Agreement. Coverage must be on the All Risk basis with a Replacement Cost Endorsement. Loss Payable to Hertz Equipment Rental.

Insurance Company Name: _____

Policy Number: _____ **ExpiryDate:** _____ **Limits:** _____

The policies must contain a clause providing Hertz Equipment Rental with 30 days notice in the event of policy cancellation or material coverage.

Authorized Insurance Company Representative (Signature)



Print Name: _____ Phone #: _____ Date: _____



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Loss and Damage Waiver Guide

1. CUSTOMER'S GENERAL RESPONSIBILITY

Under the Hertz Equipment Rental Corporation ("HERC") Rental Agreement ("Agreement") the Customer renting the Equipment is responsible TO HERC for any loss or damage to the Equipment and for its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and HERC's related expenses, such as, loss of use, appraisal fees or recovery cost. In the event that the Equipment is damaged in a manner for which the customer is responsible, such Equipment may be repaired either by HERC or a repairer of HERC's choosing. THE COST OF LABOR FOR SUCH REPAIRS SHALL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR SUCH REPAIRS, AS THE CASE MAY BE. Parts will be charged at HERC's cost therefore as charged to HERC by the supplier or repairer, as the case may be. Customer is also responsible for the expenses related to such loss or damage to the Equipment as specified in the Agreement.

2. LOSS AND DAMAGE WAIVER (LDW)

Available only on equipment with a first cost of \$75,000 USD or less, otherwise a Certificate of Insurance is required.

If the Customer initials the Loss and Damage Waiver Accepts box on the front of the Agreement, in accordance with Paragraph 8, of the Agreement, HERC will waive its claim against the Customer for loss of or damage to the Equipment, EXCEPT AS SET FORTH IN THE AGREEMENT, AS OUTLINED BELOW, PROVIDED THE EQUIPMENT IS USED WITH HERC'S PERMISSION AND IN COMPLIANCE WITH THE AGREEMENT, AND THE CUSTOMER PAYS THE ADDITIONAL FEE SPECIFIED ON THE FRONT OF THE AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE LARGER OF THE FOLLOWING:

- (A) \$500 per item of Equipment
- (B) double the 4 week rental charge in effect on the date the Agreement is entered into, for the lost or damaged item of Equipment, without regard to the actual rental period under the Agreement.

3. WAIVER EXCEPTIONS

NOTWITHSTANDING THE CUSTOMER'S ACCEPTANCE OF LDW, CUSTOMER WILL BE LIABLE FOR ALL RESULTING LOSS OR DAMAGE TO THE EQUIPMENT AND EXPENSE OF HERC, IF IT RESULTS FROM THE GROSS NEGLIGENCE OF CUSTOMER WHICH INCLUDES, BUT IN NO WAY IS LIMITED TO, THE USE OR OPERATION OF THE EQUIPMENT IN A RECKLESS OR ABUSIVE MANNER, OR INTENTIONAL DAMAGE TO THE EQUIPMENT BY CUSTOMER OR WITH CUSTOMER'S PERMISSION: OR UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:

- (A) striking overhead objects with the Equipment;
- (B) all loss or damage associated with vandalism, malicious mischief, theft or conversion of the Equipment, not documented by Customer's prompt filing with the applicable public authorities (with an immediate written copy to HERC) of a formal written theft, vandalism or conversion report;
- (C) all loss of or damage to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous materials;

- (D) boom damage from overloading of a boom or from a collision when a boom is in motion;
- (E) all loss or damage associated with the Equipment's rollover or upset;
- (F) use or operation of the Equipment by a person other than a Authorized Operator as defined herein;
- (G) use or operation of the Equipment in violation of any law or ordinance;
- (H) the failure of Customer to perform the basic maintenance required under Paragraph 4 of this Agreement;
- (I) any other failure of Customer to comply with Paragraph 12 of this Agreement; and
- (J) Customer's failure to secure the Equipment by leaving the keys readily available to any unauthorized operator or by not reasonably restricting access to the Equipment.

If such charges for the LDW are not paid as specified in the Agreement, then, at HERC's sole operation, HERC may either terminate the Agreement or continue the Agreement; however, if the Agreement is continued in effect, the LDW will not be in effect, regardless of the initialing of the "Accepts" Box, and Customer will remain fully responsible for loss and damage to the Equipment.

4. SUBROGATION

In the event of any loss or damage to the Equipment, HERC will subrogate with respect to any right of the Customer to recover against any person, firm or corporation. Customer will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Customer will cooperate fully with HERC and/or its insurer(s) in the prosecution of those rights and will neither take nor permit nor suffer and any action to prejudice HERC's rights with respect thereto.

Signature Accepting Loss Damage Waiver

Name & Title (Please print)

Company Name

Date