



501 Davidson St, Nashville Tn 37213
 Phone: 615-313-8334 Fax 615-242-0684

Application For Credit Account

Applicant Information

Commercial Applicant		Date			
Street Address		City	State	Zip	County
Billing address (if different from Business Address)		City	State	Zip	
Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Years at Address	Business Telephone	Fax No.	Years in Operation
E-mail Address/Web Site		No. of employees	Nature of Business	Contractor License #	
Business Structure	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLC <input type="checkbox"/>	Corporation <input type="checkbox"/>	"S" Corporation <input type="checkbox"/>
Subsidiary of?	Federal Employer Identification #				
Valid Certificate of Insurance Attached/On File? (see example on p. 3)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Sales Tax Exempt (incl. certificate)? Yes <input type="checkbox"/>	
Any Restrictions on Who Can Order Equipment?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	P/O number required on each invoice? Yes <input type="checkbox"/>	

If "Yes" attach list of authorized employees

Owner / Officer Information

Name	Title	Social Security #
Address		
Home Telephone No.	Driver's License #	State Issued
Name	Title	Social Security #
Address		
Home Telephone No.	Driver's License #	State Issued

Bank Account Information

Name	Address	Account #	Account Contact	Telephone #
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Trade References

Name	Address	Account #	Account Contact	Telephone #
Name	Address	Account #	Account Contact	Telephone #
Name	Address	Account #	Account Contact	Telephone #

Terms and Conditions

1. If you choose to provide a certificate of liability insurance for rental equipment, you must name Equipment Finders Inc. as loss payee and additional insured. If you choose not to provide a certificate of liability insurance or your certificate of insurance has not been received at the time of rental, you will be charged a Loss and Damage Waiver fee and agree to accept the terms of EFI's Limited Loss and Damage Waiver. **Initials** _____
2. Each invoice is due and payable upon receipt.
3. At the Company's discretion, any account may be placed on a C.O.D. basis and equipment picked up without prior notice.
4. By signing this Application, the Applicant agrees to pay on all delinquent amounts due and payable a service charge up to the maximum permitted by state law where the contract is signed.
5. The Applicant agrees that if equipment is rented for more than four weeks, EFI can issue periodic unsigned invoices for the rental charges due. Such periodic invoices are due upon receipt.
6. EFI will charge all applicable state and local taxes unless the customer supplies a valid resale certificate.
7. EFI policy is to file advance lien notices in whatever format mandated by specific state laws. Note that this policy is mandated by policy and is not a reflection of your credit standing.
8. The Applicant agrees to pay all reasonable attorney(s) fees, collection cost and court costs incurred by EFI to enforce these terms and conditions. The Applicant explicitly agrees that the State of Tennessee has jurisdiction over the parties hereto and venue shall be proper in Davidson County, Tennessee. The Applicant agrees to waive his/her right to trial by jury. **Initials** _____
9. The Applicant and its Agents agree to indemnify and hold harmless EFI and its agents, officers and employees from and against any and all claims, demands, actions, damages and expense in conjunction with the loss of life, personal injury, damage to property, debts and all other claims arising from services, equipment or merchandise furnished under any rental or sales contract.
10. The Applicant understands that the ordering of equipment constitutes the acceptance of delivery of such equipment even when a company representative is not present at the time of delivery and accepts responsibility for such equipment upon delivery.

Applicant Acceptance

The undersigned Applicant hereby agrees to the terms and conditions contained in this application. Applicant represents, warrants and agrees that the foregoing information provided by Applicant is submitted for the purpose of obtaining credit from EFI and is true and correct to the best of his/her knowledge, information and belief; that he/she has authority to sign and deliver this Application on behalf of the Applicant and to bind Applicant to the terms and conditions hereof; that a photocopy or fax of this signed Application shall be considered an original and shall be sufficient for all purposes as a manually signed counterpart hereof; that EFI is authorized to file a financing statement naming Applicant as Debtor, in any public office EFI deems necessary to perfect its' security interest in present or future collateral; that EFI is authorized to obtain and update credit reports and credit references from time to time; that EFI is authorized to obtain banking information from the above referenced bank(s); and that Applicant received a full complete copy of this application at the time he/she signed it.

Signature _____ Date _____

Print Name _____ Title _____

Continuing Personal Guarantee

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to EFI when due of all indebtedness, obligations and liabilities of the Applicant named in this Application of Credit, including all amounts currently owing and arising in the future, including any service charges, interest, attorneys fees, court and collection costs. The Applicant also agrees to be personally and unconditionally bound by all terms of this application. This guarantee will continue in full force and effect until all amounts payable by applicant to EFI have been paid and the Applicant account has been terminated The Applicant guarantor hereby waives presentment demand of payment, filing, or proof of claim, any right to require a proceeding first against Applicant, protest notice and all demand whatsoever. The Applicant further authorizes and consents to the now and future use of personal consumer credit reports for information in support of this guarantee.

Authorized Signature _____ Print Name _____ Date _____

The Federal Equal Opportunity Credit Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, gender, marital status, age (providing the applicant has the capacity to enter into a binding contract) or because all or part of the applicant's income is derived from any public assistance program, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580

Certificate of Liability Insurance

In order for your certificate of liability insurance to exempt you from the 12% Damage Waiver being charged, the following is required on your certificate:

1. Equipment Finders, Inc. **must be listed** as the certificate holder;
2. In the Description and Special Provision section of the certificate it should read **"Certificate Holder is Loss Payee and Additional Insured with Respect to all Leased / Rented Equipment by the Insured;"**
3. The certificate should clearly indicate the **amount of coverage for rented / leased equipment.**

See example below. Feel free to give this sheet to your insurance agent to assist him or her in preparing your certificate.

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR CQ BARNST1	DATE (MM/DD/YYYY) 04/07/05		
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE	NAIC #		
		INSURER A			
		INSURER B	22659		
		INSURER C			
		INSURER D			
		INSURER E			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CA0000035002	03/10/05	03/10/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Equipment Floater	9704663	03/10/05	03/10/06	RENT/LEAS 75000 DEDT 1000 PER CL
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS EQUIPMENT FINDERS INC IS AN ADDITIONAL INSURED AND LOSS PAYEE REGARDING LEASED AND RENTED EQUIPMENT WITH \$75,000 LIMIT AND \$1000 DEDUCTIBLE. FAX: 615-242-0684 ORIG SENT 3/11/05					
CERTIFICATE HOLDER			CANCELLATION		
EQUIPMENT FINDERS INC 501 DAVIDSON STREET NASHVILLE TN 37206			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

Limited Loss and Damage Waiver-NOT APPLICABLE IF YOU PROVIDE AN INSURANCE CERTIFICATE.

In most instances insurance policies will protect your company for liability to third parties for bodily injury or property damage caused by you or your operation of rented equipment. However, it may not protect you for damage to the piece of rental equipment itself while the equipment is in your care, custody and control. The replacement cost of various pieces of rental equipment can range from \$2,500 to amounts in excess of \$150,000. As a result of this exposure, we ask that all rental customers purchase rental insurance to cover rental equipment with Equipment Finders, Inc. listed as additional insured on the general liability and as loss payee for physical damage on the rented equipment.

If you do not have insurance for your rental equipment, Equipment Finders, Inc. offers a Limited Loss and Damage Waiver. Loss and Damage Waiver is not insurance. By customer accepting the Loss and Damage Waiver on the front of the rental agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, Equipment Finders, Inc. and customer agree that EFI will waive any claim against customer for direct physical damage to the equipment while in use by the customer subject to the following limitations. The customer will be responsible for a deductible of \$500 or 25% of the repair price or replacement value, which ever is greater, for each item of equipment claimed damaged. If the repair price or replacement value is less than \$500, then the customer is responsible for 100%.

If customer has insurance covering such loss or damage, the Loss and Damage Waiver becomes secondary and customer shall exercise all rights available to him under said insurance and take all action necessary to process the claim. Customer further agrees to assign said claim and any and all proceeds from such insurance to EFI. Upon request of EFI, Customer shall fully cooperate with EFI and furnish the name of his insurance agent, insurance company, and complete information concerning insurance coverage carried.

Notwithstanding the foregoing, the following conditions are not covered under the Loss and Damage Waiver:

- A. Any item of equipment or part thereof which is not returned for whatever reason, including theft;
- B. Damage resulting from improper use, overloading or exceeding the rated capacity of the equipment;
- C. Damage to motors or other electrical appliances or devices caused by artificial current;
- D. Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of equipment;
- E. Accessories such as guard rails, kick plates, electric cord and cables, liquid fuel tanks, safety belts, safety lanyard;
- F. Damage as a result of vandalism or malicious mischief or intentional abuse;
- G. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;
- H. All damage resulting from overturning;
- I. All damage resulting from use of the equipment in violation of any provision of the Rental Agreement, violation of any law, ordinance or regulation;

I accept the above terms **(do not sign if you intend to provide an insurance certificate):**

Customer Signature

Print Name

Date