

**D&B Rental, Sales & Service**  
2 Douglas Court  
Sterling, VA 20166  
(703) 435-1414 Fax (703) 435-0010  
*www.dandbrentals.com*

# CREDIT APPLICATION

Date: \_\_\_\_\_

Business Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

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

Business Phone \_\_\_\_\_ Business Fax \_\_\_\_\_

Description of Business  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Business     Sole Proprietor     Partnership     Corporation

Federal ID \_\_\_\_\_ Contractor's License # \_\_\_\_\_

Do You Require Purchase Orders  Yes  No

Accounting Contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Email Address for invoices to be sent to: \_\_\_\_\_

Mailing Address for statements to be sent:

Address: \_\_\_\_\_

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

Purchasing Contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owners or Officers

1. Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address \_\_\_\_\_

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

2. Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address \_\_\_\_\_

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

Authorization: The undersigned authorizes the investigation of company credit along with the personal credit of the officers listed. The undersigned warrants that he/she has the full authority on behalf of the applicant business or corporation to execute this Application and Agreement.

Terms: The D&B rental agreement governs all transactions. Net 30 Days on Account Customers. Accounts over 30 Days may incur finance charges or be unable to rent and purchase items from the company. All transactions will be final as billed after 5 days from the date the completed invoice is mailed. Purchased equipment will remain the property of D&B until full and final payment is received. D&B will charge daily rental for all items purchased for which the payment's terms have not been met. Purchase items cannot be sold or pledged until full payment is affected. A copy the D&B Rentals contract is included with this document. Company representative agrees to all term of the D&B Rentals contract.

Legal Action: If legal action is necessary to collect any amount due and owing to D&B Rental, all parties deriving economic advantage as sole proprietor, partners and corporations acknowledge and agree to pay all costs of collection including all attorney's fees billed by D&B Rental attorneys. D&B Rental will recapture the account to show that any of the individuals, officers and/or the company on the rental agreement can be accountable.

Applicant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

(Application must be signed by President, Vice President or Branch Manager)

Guarantee Agreement: In consideration of the extension of credit to the above names applicant, the undersigned guarantor does hereby personally guarantee as if he/she/they were themselves personally liable to pay full payment of any and all debts which may be incurred by the applicant including all costs, service charges, interest charges unlimited guarantee of payment and D&B Rental, Sales & Service shall not be required to proceed against the applicant or give notice to the guarantors before D&B Rental, Sales & Service has the right to demand payment from the below named guarantor(s). Said guarantor(s) shall be bound jointly and severally for any default by the applicant. For these purposes, a default shall mean the failure to bring applicant's account current within 30 days of the invoice date.

Guarantor

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

This is a contract. The back of this contract contains important terms and conditions, including D&B's disclaimer from all liability for injury or damage and details of the customer's obligations. They are part of this contract; read them fully. If there are any problems with the equipment, notify D&B within 30 minutes of the occurrence or no refund or allowance will be made. Failure, refusal, or neglect to return the rental property within 72 hours after the agreed rental period has expired or presenting fictitious or misleading identification to D&B shall be prima facie evidence of an intention to commit larceny. A \$200.00 charge will be made for each returned check. The customer has the option to purchase a damage waiver. A zero dollar amount in the line item to the right for damage waiver (or item comments stating the items is not covered by damage waiver) indicates the customer has decided not to purchase damage waiver and is fully responsible for all damage to the equipment under item 7 on the back of this contract no matter the cause of the damage. Damage waiver is not insurance. Customer is responsible for all tire damage and flats. Tire and track damage is not covered under the damage waiver. Customers are given a half hour grace period. Metered equipment is to be used a maximum of 8 hours per day, 40 hours per week, or 160 hours per month for the posted rate. Excess hours will be charged accordingly. If other than the customer, the signer represents he is an agent of an authorized to sign for the Customer. Lessee, Customer, Rentee, and Individual are all synonyms. A 50% cancellation fee will be charged if tools are cancelled less than 24 hours in advance as well as 72 hours on party reservations. Items rented one hour before closing on Saturday are due back by 9:00 AM on Monday for a one day rental charge. Minimum recovery fee for equipment is \$200. Rental charges stop when paperwork is closed. Customer must close paperwork after rented items are unloaded. I certify that I have read and agree to all the terms of this contract.

### **RENTAL CONTRACT - TERMS AND CONDITIONS**

(1) The rental equipment has been received in good working condition, you are satisfied with the instructions given by D&B Rental, and will be returned or set for pickup in the same condition, ordinary wear and tear accepted. Return equipment clean to avoid additional charges.

(2) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to hold D&B Rental harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his custody. Customer is responsible for repair and charges for flat tires.

(3) Customer agrees to D&B RENTALS rights to enter premises of customer at any time to repossess said equipment. Customer hereby waives any rights of action against owner by reason of such taking or entry and agrees to reimburse D&B RENTALS cost of repossession, if any.

(4) Agent or company and officers agree to pay prevailing attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in taking the rented item(s) or otherwise enforcing the terms of this contract.

(5) Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location than listed on the face of the contract, and only as designed use as the manufacturer has intended.

#### **(6) PAYMENT**

a. Customer agrees to pay D & B RENTAL upon demand:

1) All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.

2) Replacement fees for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the lessee whether or not occurring during the hours of such service or employment. D & B RENTAL reserves the right to consider the property lost, stolen, or converted if not returned within 72 HOURS of the date and time printed under the "TIME AND DATE DUE IN" column on the contract. Customer will be notified via mail. Mail will be sent to the address on the front of the contract.

b. Credit Card -- Customer authorizes that D & B RENTAL may bill customer's credit card at the time of the rental or any time during or after the rental.

c. Payment Guarantee -- If I have directed D & B RENTAL and D & B RENTAL has agreed to bill charges to someone else who fails to make payment promptly when due, Customer promises to pay D & B RENTAL on demand. If Customer directs charges to be billed to another person, Customer represents that he is authorized to give D & B RENTAL such direction. Customer understands that he remains individually responsible for all charges even if Customer directed D & B RENTAL to bill another person.

d. Final Audit -- CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental or return.

e. D & B RENTAL may quote a weekly or a monthly rate and bill as a courtesy for a long-term rental. The item(s) rented can be rented on a daily basis. Therefore if rental charges are not paid in full within 10 days of the return of item(s), D&B Rental, Sales & Service may recalculate charges using only the daily rate. This will be applied to any continuations of tickets. If a continued ticket is not paid in 10 days, all previous tickets including the original can be recalculated at the daily rate.

(7) Customer agrees to pay in full replacement cost, including list price for the parts & posted labor rate, for all damages to rental equipment due to any cause whatsoever, and reimburse D & B RENTAL for lost income for thirty days at the regular daily rental charge.

(8) Trailers Lessee - Accepts full responsibility for any personal property transported on said equipment and agrees to save D & B RENTAL harmless from any claim for loss or damages to such property, and further acknowledges that he/she has examined the coupling mechanism and chain and maintain them in a safe and secure condition while in use. Lessee further agrees that he/she will not sublet said equipment or assign this lease and will not use or permit use of this equipment with any other automobile. All of the other provisions hereof shall also apply.

(9) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

(10) RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD D & B RENTAL IS CLOSED. OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER A DAY (24 HOURS). A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS USE WITHIN A 24 HOUR PERIOD. IF RUN MORE THAN 8 HOURS IN A 24 HOUR PERIOD, AN ADDITIONAL PRO-RATA CHARGE WILL BE MADE. WEEK AND MONTH RATES FOLLOW THE SAME POLICY, A WEEK CONSISTS OF 40-METERED HOURS WITHIN 7 DAYS AND A MONTH CONSISTS OF 160 METERED HOURS WITHIN 28 DAYS. USING THE MACHINE IN EXCESS OF THE ALLOTTED HOURS WILL RESULT IN ADDITIONAL CHARGES.

(11) The customer accepts the terms and conditions from either his/her signature of this contract or previous contracts with the same verbiage without modification.

(12) The payment of the contract or contracts show implied acceptance of all contracts and their terms and conditions.

(13) Interest. An interest charge of 1 1/2% per month will be charged on all outstanding accounts after thirty (30) days.

(14) **LOADING AND UNLOADING GOODS.** Customer is responsible for loading and unloading goods. If D&B RENTALS employees assist in loading and unloading the goods, customer agrees to assume the risk of, and hold D&B RENTALS harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the D&B RENTALS or his employees.

(15) Party items can be rented Friday after 12PM or any time on Saturday and returned Monday between 7 & 9AM for a one day charge. Tools that are rented Friday after 3PM and returned Monday between 7 & 9AM will carry a 1 & 1/2 day charge. Tools rented Saturday before 12PM and returned Monday between 7 & 9AM will carry a one day charge. Some items will carry a 2 day charge. This will be stated on the front of the ticket within the items description. **METERED RATES OVERRIDE DAILY RATES, SEE FRONT OF CONTRACT FOR SPECIFIC DETAILS.**

(16) **DAMAGE WAIVER POLICY - CUSTOMERS HAVE THE OPTION TO PURCHASE THE DAMAGE WAIVER. PURCHASE OF THE DAMAGE WAIVER NEGATES THE CUSTOMER'S REQUIREMENT TO PAY FOR DAMAGE TO EQUIPMENT AS LONG AS ALL TERMS OF THE DAMAGE WAIVER ARE MET. A COPY OF THE DAMAGE WAIVER POLICY IS AVAILABLE UPON REQUEST. A ZERO DOLLAR AMOUNT NEXT TO THE LINE MARKED "DAMAGE WAIVER" ON THE FRONT OF THIS CONTRACT INDICATES THAT THE CUSTOMER HAS MADE THE DECISION NOT TO PURCHASE THE DAMAGE WAIVER AND IS FULLY RESPONSIBLE FOR ALL DAMAGE TO THE EQUIPMENT UNDER ITEM 7 OF THIS CONTRACT NO MATTER THE CAUSE OF THE DAMAGE. THE DAMAGE WAIVER IS NOT INSURANCE. TIRE DAMAGE IS NOT COVERED UNDER THE DAMAGE WAIVER. THE CUSTOMER IS RESPONSIBLE FOR ALL TIRE DAMAGE.**

(17) **RETURN POLICY -** Items can be returned within 7 days of the purchase date. Customers must have their receipt and all returned items will be subject to a 25% restocking fee. Items that have been ordered in for customers, including parts, are not returnable. No Parts returns (including stock items). No returns on climbing or ppe equipment.

(18) **RESERVATION CANCELLATION POLICY - A 100% CANCELLATION FEE WILL BE CHARGED IF TOOLS ARE CANCELLED LESS THAN 24 HOURS IN ADVANCE OF 72 HOURS ON PARTY RESERVATIONS. CUSTOMER WILL BE BILLED FOR ALL RESERVED EQUIPMENT WHETHER IT IS PICKED UP OR NOT!**

#### **USED PRODUCT SALES CONTRACT - TERMS AND CONDITIONS**

D & B RENTAL hereby sells as used product(s) to the purchaser, identified by his signature on the reverse side of this contract, the product(s) described on the reverse page of this contract subject to all terms and conditions. The buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "AS IS" and "WITH ALL FAULTS" basis. D & B RENTAL, as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and D & B RENTAL does NOT make any implied warranties OF MERCHANTABILITY or FITNESS FOR PARTICULAR PURPOSE or any other warranties unless D & B RENTAL has so provided in writing and the writing is signed by an authorized representative of The D & B RENTAL. The buyer further understands that the entire risk as to the quality and performance of the product(s) purchased is with the buyer and that should the goods prove defective following this purchase, the buyer and not D & B RENTAL will assume the entire costs of all necessary servicing or repairs. Furthermore, the buyer agrees to defend, indemnify and hold D & B RENTAL harmless from all claims or liabilities, whether such claims or liabilities concern loss to property (real or personal) or injury to person, at all times following the execution of this contract. The buyer agrees to pay all court costs and reasonable attorney fees and any other expenses as part of its obligation to defend, indemnify and hold harmless D & B RENTAL from all liabilities, claims, losses, and damages which may be asserted against D & B RENTAL by any persons, partnerships, corporations or other entities under this contract or concerning the product(s) sold.

Title subject to payment in full for new or used products, if items are purchased with payment or lease/rent to buy terms, D&B Rental retains ownership of all items until all payments are made within the specified time. Whether equipment is lost, stolen, damaged or destroyed, the customer is required to make all payments.

This paper represents our entire contract and there are no collateral, oral or other agreements outstanding. None of D & B RENTAL's rights maybe be changed and no extensions of terms of this contract may be made unless in writing by D&B RENTAL, Sales & Service.