

CREDIT APPLICATION AND AGREEMENT

New Applicant Account Location #: _____ Sales Rep#: _____
 Credit Update Date: _____



TO ENSURE PROMPT PROCESSING OF APPLICATION, PLEASE PRINT LEGIBLY OR TYPE

I. Applicant Information - Full Legal Name and Address of Business:

Business Name	DBA if Applicable	Contractor License #	Federal Tax ID #
Physical Address	City	State	Zip
Billing Address (if different than above)	City	State	Zip
Business Phone	Ext	Fax	Cell Phone
			E-mail Address for invoicing and statements
Date Business Started	State Where Registered or Incorporated		Accts Payable Contact Person

We elect to "Go Green" by receiving invoices and statements via email

II. Type of Business: (Please Check One)

Corporation Partnership Government
 Sole Proprietor LLC Other

III. Billing Information Preferred: See Page 2 for Tax and Insurance Requirements

Job Name and/or Number Do you Require Monthly Statement?
 Purchase Order Yes No

IV. Applicant Information - Personal, Officer, Partner, Member, or Municipal Contact Information:

Name	Title	SSN	Name	Title	SSN
Address	Phone		Address	Phone	
City	State	Zip	City	State	Zip

V. Credit Application and Agreement Terms & Conditions:

The applicant identified above ("Applicant") hereby enters into this Credit Application and Agreement ("Credit Agreement") with United Rentals (North America), Inc. ("UR"). Applicant hereby applies to UR for credit, specifically consents to UR investigating Applicant's credit history, and authorizes the release of Applicant's bank account information. If credit is extended, Applicant acknowledges that UR requires payment upon receipt of the invoice. Invoices are considered past due after the date of such invoice. If Applicant fails to timely pay an invoice, Applicant agrees to pay a service charge to UR on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and also agrees to pay UR collection costs and/or attorney's fees in an amount that is not less than 25% of the outstanding balance owed. At the discretion of UR, any account with a delinquent balance may be placed on a cash basis at any time, and UR may pick up the equipment without notice to Applicant. Additionally, UR reserves the right to pursue remedie available to it at law or in equity. By signing below, Applicant agrees to be bound by the Online Rental Agreement Terms and Conditions [<https://www.unitedrentals.com/en/legal/rental-agreement>], as amended from time to time (collectively the "Rental Agreement"). Such terms and conditions include, but are not limited to, indemnification and limitation of liability provisions that may affect Applicant's liability. Applicant acknowledges that the Rental Agreement terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs. Where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

UR reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights.

VI. Applicant Signature:

Authorized Signature of Applicant	Date Signed	Printed Name of Applicant	Title of Applicant if a Corp. or Other Legal Entity.
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VII. PERSONAL GUARANTY:

In consideration of the extension of credit to _____ (“Applicant”), the undersigned, jointly, severally and unconditionally guarantees and promises to pay all amounts now owing or which may hereinafter become owing by the Applicant to United Rentals (“UR”). It is understood and agreed that this is a continuing guaranty and UR shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waives demand and notice of default and agrees that any extension of time or other forbearance, which may be granted by UR shall not affect or alter UR’s rights under this guaranty.

The undersigned further waives: (a) notice of acceptance of this guaranty; (b) any demand for payment under this guaranty; (c) benefit of all exemptions and homestead laws; (d) all set-offs and counterclaims; and (e) all other notices to which the undersigned might otherwise be entitled. The undersigned for themselves and the Applicant further agrees to pay a service charge to UR at the maximum rate allowed by the laws of the jurisdiction where the originating UR location(s) stated on the invoice(s) is located on all delinquent balance(s) as well as all costs and expenses UR incurs in connection with the collection of any delinquent balance or any other default by the Applicant on any agreement or transaction the Applicant may enter into with UR, including without limitation reasonable attorney’s fees and all other fees arising from collection. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Applicant or other person or to require that resort be had to any security. The undersigned’s obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger or consolidation transfer or sale of the Applicant or any other change in the composition, nature, personnel, or location of the Applicant. This guaranty shall inure to the benefit of UR, its successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers, and other successors of the undersigned. If any provision or part of this guaranty is in conflict with any applicable statute or rule of law, such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision. The undersigned hereby consent(s) to UR’s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or grantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) UR to obtain and utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as (an) individual(s) hereby consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC § 1681 et seq.

The undersigned’s obligations hereunder may be canceled only by written notice delivered to UR by certified mail, with proof of delivery. Upon receipt by UR of such cancellation notice, the undersigned shall not be liable for any further extensions of credit to the Applicant; however, the undersigned shall continue to be liable for all indebtedness of Applicant incurred prior to the date of UR’s receipt of the cancellation notice, together with all pre- and post- cancellation service charges, reasonable costs of collection, including attorney’s fees, incurred in UR’s efforts to collect any indebtedness incurred prior to the date of receipt of the cancellation notice. The undersigned agrees that any and all claims of the undersigned against the Applicant shall be subordinate and subject in right of payment to the prior payment in full of all indebtedness to UR by Applicant.

In consideration of UR’s extension of credit to Applicant, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this guaranty, to the extent allowed by the laws of the State of Delaware. The undersigned further consents to jurisdiction and venue for any such action in Kent County, State of Delaware. The undersigned recognizes the obligation both of the Applicant and the undersigned to cause that portion of all payments received by Applicant which include payment to Applicant for the equipment and supplies furnished by UR pursuant to this agreement to be held in a separate account in trust for payment to UR. The undersigned agrees that the Applicant shall not use said payments for any other purpose until payment in full has been made to UR. The undersigned agrees to act as a fiduciary for payment to UR in exchange for the Applicant’s ability to rent and/or purchase equipment and supplies on credit. The undersigned agrees that any failure to hold payments in trust for UR shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 U.S.C. §523(a)(4) and (6). The undersigned agrees to be bound, by the Online Rental Agreement Terms and Conditions [<https://www.unitedrentals.com/en/legal/rental-agreement>], as amended from time to time (collectively the “Rental Agreement”). Such terms and conditions include, but are not limited to, indemnification and limitation of liability provisions that may affect the undersign’s liability. The undersigned acknowledges that the Rental Agreement terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs.

The terms and conditions of the Rental Agreement are incorporated herein by reference and constitute a part of this Credit Agreement and guaranty, regardless of whether the Rental Agreement is executed by an authorized representative of Applicant or the undersigned. A copy of the current terms and conditions of the Rental Agreement is available upon request.

_____	_____	_____
Individual Signature	Date Signed	Print Name of Individual
_____	_____	_____
Social Security Number	Home Address	City
_____	_____	_____
State	ZIP	
_____	_____	_____
Witness Signature	Date	Print Name of Witness

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any guarantor, ever been a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? Yes No

Has any of Applicant’s owners, partners, officers, directors, or managing members ever been an owner, partner, officer, director, or managing member of any business enterprise which was a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? Yes No

VIII. Tax Requirements: (Tax Fees Will Be Charged If You Fail To Provide A Valid Certificate)

All purchases are “TAXABLE” Tax Exempt: Yes No (If yes we need a valid Tax Exempt certificate)

IX. Insurance Options:

Property Insurance must be provided to show proof of coverage for rented or leased equipment with a limit high enough to cover all equipment rented from UR at any point in time, in order to avoid being charged optional Rental Protection Plan (RPP) on each rental contract.

XII. Bonding Company (Attach Copy of Payment Bond):

_____	_____	_____	_____	_____
Name	Address	City	State	Phone

XIII. Additional Contact Information:

_____	_____	_____
Project Manager	Cell Phone	Job Name