

CONFIDENTIAL INFORMATION

DOWNS CONTACT: _____

COMPANY NAME: _____ **PHONE:** _____

TYPE OF BUSINESS, (i.e. PAVING, DEMOLITION, AG, ENVIRONMENTAL etc...) _____

TYPE OF ENTITY: INDIVIDUAL PARTNERSHIP
CORPORATION STATE OF INC. _____ CONTRACTORS LICENSE # _____

BILLING ADDRESS: _____ **PO REQUIRED:** YES NO

CITY: _____ **STATE:** _____ **ZIP:** _____ **RENTAL CONTACT:** _____

PHYSICAL ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____ **RENTAL CONTACT:** _____

PERSON IN CHARGE OF ACCTS. PAYABLE: _____ **PHONE:** _____

EMAIL: _____

SEND INVOICES VIA: MAIL and/or EMAIL **INVOICING EMAIL:** _____

YEAR STARTED IN BUSINESS: _____ **YEAR INCORPORATED:** _____ **NUMBER OF EMPLOYEES**

LIST ANY DBA's BEING USED: _____

(If Corporation, list Officers, Titles & Federal Tax ID # only. If Partnership or Proprietorship, fill in following information completely)

NAMES, RESIDENCE ADDRESSES, TEL #, OR PRINCIPAL-OFFICERS TITLES			SOCIAL SECURITY NO OR TAX ID #		
1					
2					
BANK REFERENCE - BRANCH	ACCT #	CKING, SAV., ETC	CONTACT	PHONE #	
1					
2					
TRADE REFERENCES	ADDRESS	CONTACT/ACCT. #	PHONE #		
1					
2					
3					

The undersigned certifies that the above information provided for credit purposes is true and correct and authorizes Downs Equipment Rentals, Inc., as well as any credit bureau or other investigative agency, to investigate the references, statements, or other data listed in or accompanying this application. The undersigned authorizes all parties contacted to release any credit or financial information requested as part of such investigation. The undersigned and their agents agree to all rates, terms, and conditions as set forth in our published rate sheet. The undersigned further agrees to pay late charges of 1.5% on all past due invoices. If this account is placed in the hands of an attorney for collection, the undersigned agrees to pay the holder's reasonable attorney's fees and collection costs, even if no suit or action is filed. If a suit or action is filed, the amount of such reasonable attorney's fees shall be determined by the court or courts in which the suit or action, including any appeal, is tried, heard, or decided.

SIGNED: _____ **NAME/TITLE:** _____ **DATE:** _____

Owner or Company Officer

EMAIL ADDRESS: _____

**IMPORTANT NOTE: PLEASE COMPLETE THIS APPLICATION FULLY - IT WILL EXPEDITE PROCESSING
PLEASE EMAIL SIGNED APPLICATION TO credit@downsequip.com & MAIL ORIGINAL TO ABOVE ADDRESS**



Downs Equipment Rentals, Inc. Rental Terms & Conditions

<u>RATES</u>	Rates are based on a maximum of 8 hours per day and 176 hours per month (1 month = 30 calendar days). Excess hours will be charged at the hourly rate. Rental rates will be increased by 10% on all rentals outside of a 75-mile radius of our rental yards. Ask your rental rep. If you are uncertain whether your rate will be affected.
<u>TERMS</u>	Payment is due 30 days after the rental billing. Interest at 1.5% per month will be charged beginning 60 days after the rental billing.
<u>DAILY CHARGES</u>	A day of rent will be charged for each weekday that the equipment is in the RENTER'S possession. Rent stops when the equipment has been returned to the yard of DOWNS EQUIPMENT RENTALS, INC. unless other written arrangements are made.
<u>HAULING</u>	RENTER pays hauling (portal to portal) to and from the job site.
<u>INSURANCE</u>	RENTER must provide DOWNS EQUIPMENT RENTALS, INC. with a certificate of insurance covering comprehensive fire, theft and general liability on rented equipment. DOWNS EQUIPMENT RENTALS, INC. is to be named <u>loss payee</u> and <u>additional insured</u> .
<u>PRELIMINARY NOTICE</u>	DOWNS EQUIPMENT RENTALS, INC. will file a preliminary notice on the job site where the equipment is used, to establish lien rights, unless other written arrangements are made.
<u>INDEMNIFICATION, RISK OF LOSS</u>	RENTER agrees to indemnify, defend and hold harmless DOWNS EQUIPMENT RENTALS, INC., its employees, its clients and its affiliates from all liabilities, losses, damages, demands, claims, suits, costs and expenses including reasonable legal fees and other expenses of litigation in any way arising out of or related to this rental; RENTER'S violation of law or regulation and/or RENTER'S negligence or other fault, or that of its agents, or employees, or subcontractors, except for that portion of any losses which are attributable to the sole negligence or willful misconduct of DOWNS EQUIPMENT RENTALS, INC., the RENTER is liable for any loss. This indemnity specifically covers any claims asserted by RENTER'S employees for personal injury or other loss.
<u>SERVICING</u>	RENTER is responsible for servicing rental equipment according to the manufacturer's service recommendations. Some of the daily requirements are lubrication of grease fittings, daily checks of oil and coolant levels, necessary changes of oil and filters. RENTER is also required to inspect equipment for leaks and other abnormal conditions.
<u>250 + HOUR SERVICING</u>	RENTER will be charged, for a 250+ hour service, should a piece of equipment be returned to our yard, or discovered in the field to have in excess of 250 hours from the last time the equipment was serviced. 250+ hours are calculated from the time the customer received the equipment, or the last time it was serviced whichever is less. Charges are as follows: <ul style="list-style-type: none"> • For equipment returned to the yard there will be a flat charge for the 250+ hour service, and a prorated per hour charge for all hours over 250. • For equipment in the field there will be a flat charge for the 250+ hour service, and a prorated per hour charge for all hours over 250, including a per mile charge each way, and a per hour travel time charge for each service person needed to perform the work. Contact your rental rep for current rates.
<u>CONTRACT SERVICING</u>	For a specified charge based on the particular piece of equipment, and distance from the yard, DOWNS EQUIPMENT RENTALS, INC. will contract with the RENTER to perform the required 250-hour monthly equipment service. Ask the rental dispatcher for service rates.
<u>DAMAGE, THEFT OR LOSS</u>	RENTER assumes full responsibility for the rental equipment from the time it leaves our yard until it is returned to and accepted by us. RENTER shall be liable for all loss, theft, or damage to the equipment, including but not limited to damage resulting from abuse, neglect, collision, upset, or use in extreme conditions. Equipment shall be deemed returned, and RENTER's responsibility shall terminate, upon its return to our yard and acceptance by us, or upon pickup by DOWNS, at which time the equipment shall be considered in DOWNS' custody and control as if returned to our yard. In the event of loss, theft, or damage, rental charges shall continue until the equipment is returned, replaced, or restored to rentable condition.
<u>REPAIRS</u>	DOWNS EQUIPMENT RENTALS, INC. is responsible for all repairs required as a result of normal wear and use, defined by DOWNS EQUIPMENT RENTALS, INC.
<u>EDGES & POINTS</u>	RENTER is required to replace points and cutting edges before damage is done to the equipment.
<u>IDLING LIMITS</u>	California law limits idling to no more than five minutes for all off-road vehicles 25 horsepower and up. These requirements are specified in title 13, California Code of Regulations; §2449(d)(3) Idling.
<u>TRACK TYPE EQUIPMENT</u>	Track type equipment is not to be used in ROCK or WATER . In addition to normal rental charges, you will be charged from \$1.50 to \$45.90 per hour of use. This charge is applied to track equipment found to have excessive undercarriage wear; charged along with other damage.
<u>WATER TRUCKS</u>	RENTER agrees that rental water trucks will be used primarily off the highways for construction purposes and only occasionally moved over the highways. RENTER further agrees that rental water trucks will be used only for highway construction, as defined in the California Vehicle code: VC§5011, VC§360, VC§565 and VC§570. Water trucks must be hauled to and from the job site on a licensed vehicle. Water trucks are not insured as licensed vehicles to be operated on roadways only as special equipment operated off highway.
<u>RENEWABLE DIESEL REQUIREMENT</u>	RENTER agrees to use only California Air Resources Board (CARB)-compliant diesel fuel, including Renewable Diesel (RD), where required by state or local regulations. RENTER is responsible for ensuring fuel used in rented equipment meets all applicable environmental and emissions standards.

There will be fuel charges for any equipment returned with less than a full tank. There will be a charge to refill the diesel exhaust fluid (DEF) if returned with less than a full tank.
Note: All equipment is subject to a cleanup charge of \$70.00 per hour, plus cleaning agents, if returned with excessive oil, chemicals, mud or dirt.

Convenience fee will be charged on all credit card payments. Fee will be applied to the total amount of the transaction and will be clearly indicated on your payment receipt.

The undersigned agrees to the above stated terms and conditions.

RTC 26-04-07

SIGNED: _____ **DATE:** _____
Owner or Company Officer

NAME/TITLE: _____ **EMAIL:** _____



BAKERSFIELD • SANTA MARIA
P.O. Box 80536
Bakersfield, CA 93308-0536

Request for Certificate of Insurance

Office: (661) 834-5526

To Whom It May Concern:

Our insurance carrier requires us to obtain a current certificate of insurance from all of our customers.

Therefore, to expedite the processing of your credit application, we ask that you contact your insurance carrier and have them forward the certificate to our office as soon as possible. This will also help to prevent any delay in equipment delivery to your job site.

COMMERCIAL GENERAL LIABILITY

*Limits of Liability no less than 1,000,000 combined single limits per occurrence or, split limits of:

*1,000,000 per person

*1,000,000 per occurrence bodily injury liability

*1,000,000 property damage liability

*Downs Equipment Rentals, Inc. at the above address as

ADDITIONAL INSURED, and certificate holder.

*Effective and termination dates of policy.

*California Workers' Compensation with a waiver of subrogation in favor of Downs Equipment Rentals, Inc.

*Carrier must provide Downs Equipment Rentals, Inc. with 10 days' notice of cancellation.

* PHYSICAL DAMAGE coverage showing "rented or leased" equipment with limits equivalent to the value of equipment being rented. Max deductible \$2,500.

YOUR IMMEDIATE ATTENTION TO THIS MATTER WILL ALLOW US TO CONTINUE PROVIDING QUALITY EQUIPMENT TO YOUR COMPANY AT THE LOWEST PRICE POSSIBLE.

Thank you in advance,

Management



BAKERSFIELD • SANTA MARIA

P.O. Box 80536
Bakersfield, CA 93308-0536

California 20-day Preliminary Notice Filings

Office: (661) 834-5526

To Whom It May Concern:

As noted in the terms and conditions you are signing, Downs Equipment Rentals, Inc. files preliminary notices on locations where our equipment is used. The preliminary notice is not a lien and is not filed with the county. It is for informational and collection purposes, if needed. It allows an actual lien to be filed if your account is not paid and we are unable to collect. In that case, we would record a mechanic's lien on the property described. This can help ensure that everyone gets paid in situations where a property owner is unjustly withholding payment.

Our office will contact you or your office within a few days of the start of the rental. The information needed to file the preliminary notice includes the owner's name, contractor's name, and lender's name, along with their addresses and phone numbers. We only have 20 days from the start of the rental to file; therefore, your assistance in providing this information in a timely manner is greatly appreciated. Should you or your office have any concerns about filing a preliminary 20-day notice, please contact your dispatcher prior to the rental to discuss a prepayment plan.

Thank you in advance,

Management