

Remit All Payments to:  
285 Rutherford St. Goleta, CA 93117  
805-967-6484  
ar@giffinrental.com



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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

PO Numbers Required: \_\_\_\_ Yes \_\_\_\_ No

**Physical Damage Coverage for Rental Equipment?  
(If No, see attached insurance requirements and  
attach COI. If Yes, Rental Protection Plan will be  
charged)**

**Tax Exempt? (If Yes Tax Certificate is required)**

**Yes**

**No**

**Yes**

**No**

**Type of Business:** Distributor  Fabricator  Manufacturer  Retailer  **Yrs. in Business:** \_\_\_\_\_

**Est. Annual Sales \$** \_\_\_\_\_ **Number of Employees** \_\_\_\_\_ **Credit Line Desired \$** \_\_\_\_\_

**Ownership:** Proprietorship  Partnership  Corporation  **Federal Tax I.D. #** \_\_\_\_\_

<u>Principal Owner #1 - % of Equity</u>	<u>Principal Owner #2 - % of Equity</u>
Name _____	Name _____
Title _____	Title _____
SS# _____ DOB _____	SS# _____ DOB _____
Home Address _____ _____	Home Address _____ _____
Home Phone _____	Home Phone _____
Cell Phone _____	Cell Phone _____
Email _____	

A/P Manager / Controller \_\_\_\_\_

Prefer for Invoices to be: \_\_\_\_ Mailed \_\_\_\_ Emailed: If emailed please provide Email address: \_\_\_\_\_

Have you ever applied for credit from us under an existing or previous business name? Yes  No

If yes: Company Name \_\_\_\_\_ account # \_\_\_\_\_

**SHIPPING ADDRESS**

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BILLING ADDRESS**

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name (Please Print) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Website: \_\_\_\_\_

**Trade References – Please provide 3**

Name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ High Credit: \$ \_\_\_\_\_ How Long Doing Business?  
\_\_\_\_\_

Name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ High Credit \$ \_\_\_\_\_ How Long Doing Business?  
\_\_\_\_\_

Name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ High Credit: \$ \_\_\_\_\_ How Long Doing Business? \_\_\_\_\_

**Banking Information**

Bank Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account # \_\_\_\_\_ Savings Checking Account # \_\_\_\_\_ Savings Checking

Line of Credit? No Yes \$ \_\_\_\_\_

**PERSONAL CREDIT CHECK/BANK REFERENCES**

Your signature here authorizes [Creditor Name]

To view your personal Credit Bureau Report \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Signature of person authorizing Social Security Number Date

Your signature here authorizes the above named

Bank to release financial information to [Creditor Name]. \_\_\_\_\_

For purpose of PG Signer: See Below for more than one PG signer.

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

City, State, Zip: \_\_\_\_\_

Home # \_\_\_\_\_ Cell # \_\_\_\_\_ Email: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Home # \_\_\_\_\_ Cell # \_\_\_\_\_ Email: \_\_\_\_\_

Signature of person authorizing

**TERMS OF SALE**

**Application Terms:** I submit this application as owner or authorized agent for the applicant named above (the "Applicant") to obtain credit from GIFFIN EQUIPMENT RENTAL ("GER"). I personally and on Applicant's behalf represent to GIFFIN EQUIPMENT RENTAL that all information I provide is true and complete, and that I have the authority to submit this application and bind Applicant to these terms, and that the goods or services to be acquired, including rentals, are for business/commercial and personal and or consumer purposes.

Applicant authorizes GIFFIN EQUIPMENT RENTAL to verify all information. Applicant will notify GIFFIN EQUIPMENT RENTAL of material change in the information provided. Upon the extension of credit, Applicant agrees: a) to timely pay all amounts owed GIFFIN EQUIPMENT RENTAL by the due date indicated in the invoice, and, if no date indicated, then thirty days after the invoice date, after which invoices will be deemed past due if unpaid; b) to pay interest on past due amounts at the lesser of the highest legal rate, or 18%; c) to pay all costs of account/contract enforcement and collection fees up to 33.33%, including reasonable attorney/collection fees, and court costs; d) that any extension of credit and resulting purchase/rental/service agreements will be deemed entered into and performable in Santa Barbara County, California and also performable in each county where GIFFIN EQUIPMENT RENTAL maintains a store from which Applicant purchases the related goods or services, or rents goods; e) that California law controls the enforcement and construction of this application and resulting agreements; and f) that electronic submission of this application satisfies all legal requirements as a writing, with the electronic signatures binding the parties indicated. Applicant also waives all rights to remove to federal court any litigation related to this application and any resulting transactions.

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

\_\_\_\_\_  
Signature of Company Officer and Title

**UNCONDITIONAL PERSONAL GUARANTEE**

**Personal Guaranty:** The undersigned ("Guarantor") unconditionally personally guarantees payment of all obligations and liabilities of Applicant to GIFFIN EQUIPMENT RENTAL, including all interest, fees and expenses provided for under any agreements between Applicant and GIFFIN EQUIPMENT RENTAL, and all costs of enforcing this guaranty, including reasonable attorney fees, and court costs. This is a continuing guaranty of payment and not performance; it will continue in force and bind Guarantor until this guaranty is revoked by written notice received by the credit manager of GIFFIN EQUIPMENT RENTAL, but revocation will not be effective as to indebtedness existing or committed to by GIFFIN EQUIPMENT RENTAL at the time of its actual receipt of notice of revocation, or as to any renewals, extensions and refinancing thereof. Guarantor's death or incompetence will not revoke this guaranty, except upon actual receipt of written notice thereof by GIFFIN EQUIPMENT RENTAL credit manager and then only prospectively as to future indebtedness and transactions. Guarantor waives all defenses related to notice of acceptance, extensions, renewals, and release of collateral. This guaranty is entered into and performable in Santa Barbara County, California, and is also performable in each county where GIFFIN EQUIPMENT RENTAL maintains a store from which Applicant purchases goods or services or rents goods. Guarantor agrees that California law controls the enforcement and construction of this agreement. Guarantor waives rights to remove to federal court any litigation arising from this application. Guarantor agrees that electronic delivery or submission of this application satisfies all legal requirements as a writing, and that the signature below is likewise binding on Guarantor as a valid electronic signature.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature 1

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature 2

On this \_\_\_ day of \_\_\_\_\_ before me personally appeared, \_\_\_\_\_ residing at, \_\_\_\_\_, to me known and known by me to be the individual(s) described in and who executed the foregoing unconditional personal guarantee and (he/she) duly acknowledged to me that (he/she) executed same.

\_\_\_\_\_  
(Notary Public)

\*\*\*Please attach Resale Sales Certificate, if applicable. Failure to provide Resale Certificate and Trade References will delay credit processing\*\*\*

# Certificate Insurance Requirements

CERTIFICATE HOLDER:

**Mel Giffin, Inc.**

**285 Rutherford St.**

**Goleta, CA 93117**

## General Liability Insurance

Minimum Limits:

General Aggregate -	\$2,000,000
Products & Completed Operations -	\$1,000,000
Personal & Advertising -	\$1,000,000
Each Occurrence -	\$1,000,000
Fire Damage -	\$50,000
Medical Payments -	\$5,000

Mel Giffin, Inc. its officers, directors, employees and agents shall be named **ADDITIONAL INSURED** as their interest may appear. **WAIVER OF SUBROGATION INCLUDED IN FAVOR OF Mel Giffin, Inc.**

## Automobile Insurance — Rental of Trucks & Equipment Licensed for Road Use Minimum Limits:

Combined Single Limit	\$1,000,000
Hired Physical Damage Limit	\$75,000

Limit shall cover owned, hired and non-owned automobiles of the rental customer.

**Mel Giffin, Inc** is named as LOSS PAYEE with respects to the replacement cost value of the rented and/or leased vehicles.

## Equipment Floater / Inland Marine — Rental of Equipment

Equipment of Others - Any one Item — Equal to the Replacement Cost of the piece of equipment of Others — All Items — Equal to the Replacement Cost of all equipment on rent

**Or** Equipment Floater — Limit must exceed replacement cost of the piece of equipment no less than \$250,000

Deductible — Must not exceed \$5,000 (unless approved by Mel Giffin, Inc.)

**Mel Giffin, Inc.** is named as LOSS PAYEE with respects to the **replacement cost value** of the rented and/or leased equipment.

## WORKERS COMPENSATION — EMPLOYERS LIABILITY: [APPLICABLE TO THE STATE YOUR BUSINESS IS]

\$1,000,000	EACH ACCIDENT
\$1,000,000	DISEASE—EACH EMPLOYEE
\$1,000,000	DISEASE — POLICY LIMIT

**WAIVER OF SUBROGATION INCLUDED IN FAVOR OF [YOUR CO NAME HERE]**

## Excess / Umbrella Liability: Must follow policy forms above.

**Required limits: \$1,000,000 per Occurrence / Per Aggregate**

## Cancellation Requirement

Rental Customer shall provide to Mel Giffin, Inc. at least thirty (30) days prior to termination, non-renewal, cancellation or reduction of coverage in the policy.

## Insurance Company Requirement

Insurance Carrier shall meet a *minimum* A.M. Best Company standard rating of A- VII or greater.