

Remit All Payments to:

285 Rutherford St.
Goleta, CA 93117
805-967-6484
ar@giffinrental.com



Company Name: _____

Address: _____

Phone: _____ Fax: _____

A/P Manager / Controller: _____ Email: _____

PO Numbers Required: ____ Yes ____ No

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

Yes No

Yrs. in Business: _____ **Number of Employees** _____ **Est. Annual Sales \$** _____

Federal Tax I.D. # _____ **Credit Line Desired :** \$ _____

<p>Principal Owner #1 - % of Equity _____</p> <p>Name _____</p> <p>Title _____</p> <p>SS# _____ DOB _____</p> <p>Home Address _____</p> <p>_____</p> <p>Home Phone _____</p> <p>Cell Phone _____</p> <p>Email _____</p>	<p>Principal Owner #2 - % of Equity _____</p> <p>Name _____</p> <p>Title _____</p> <p>SS# _____ DOB _____</p> <p>Home Address _____</p> <p>_____</p> <p>Home Phone _____</p> <p>Cell Phone _____</p>
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Have you ever applied for credit from us under an existing or previous business name? Yes No

If yes: Company Name _____ Account # _____

WHO WILL BE AUTHORIZED TO SIGN ON THIS ACCOUNT? I/ We agree to accept all charges made by authorized persons. The following are authorized to sign on this account.

Name _____
Position _____ Phone # _____
Email _____
DL# _____ State _____

Name _____
Position _____ Phone # _____
Email _____
DL# _____ State _____

Name _____
Position _____ Phone # _____
Email _____
DL# _____ State _____

Name _____
Position _____ Phone # _____
Email _____
DL# _____ State _____

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 Giffin Equipment
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 Giffin Equipment. _____
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.