



## CREDIT ACCOUNT APPLICATION

Monte Collins Backhoe and Equipment, inc.

P.O. Box 697

Los Alamitos, CA 90720

Phone: (562) 430-3715 Fax: (562) 493-2610

**Please mail and/or fax the completed form back to us at the address or number above. If you choose to send some of the information on a separate sheet; we still require an authorized signature on our form.**

Contractors State License Number: \_\_\_\_\_ Date: \_\_\_\_\_

Business Type: \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation in state of \_\_\_\_\_

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

Parent Company (if applicable): \_\_\_\_\_

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

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

Mailing Address (if different): \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ -OR- Social Security Number: \_\_\_\_\_

Name and Address of Individual or Partners -OR- Name/Title/Phone Number of Corporate Officers  
*(Please include date of birth and driver's license number for each individual)*

_____	_____	_____
_____	_____	_____
_____	_____	_____

Who do we contact regarding payment of invoices?

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

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

Bank Reference Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

Trade References (Please provide at least three)

1) Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

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

2) Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

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

3) Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

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

4) Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

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

**Monte Collins Backhoe and Equipment, inc.**

**Terms and Conditions of Operated and Maintained Rental Agreement**

**INDEMNIFICATION:** LESSEE agrees that the equipment and all persons operating said equipment are under the Lessee's exclusive jurisdiction, supervision and control. Lessee agrees to indemnify and save LESSOR, its employees and its agents free and harmless from any and all claims for death or injury to persons and from any and all loss or damage to property, including the rental equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify shall include all costs and expenses for any and all claims resulting from the use of the equipment, including but not limited to all court and/or arbitration costs, filing fees, attorney fees and costs of settlement.

**INSURANCE:** Physical loss and damages are the Lessee's responsibility. The lessee agrees, because the equipment is in his care, custody, and control; to deliver to the Lessor certificates of insurance, upon the start of the rental period. These certificates shall include General Liability coverage for a minimum of \$1,000,000.00, blanket contractor's equipment coverage for all risk physical loss and an additional insured endorsement for each, naming Monte Collins Backhoe and Equipment, inc. as the additional insured. Insurance shall be with companies acceptable to Lessor. Such insurance coverage may not be canceled without 30 days written notice to the Lessor. Failure of Lessor to obtain certificates of insurance

shall not relieve the Lessee's responsibility to indemnify the Lessor for the losses and to the limits mentioned above. **WARRANTY:** In Lessor's rental of equipment to Lessee, there are no warranties, expressed or implied, of fitness for a particular purpose. The equipment delivered to the site is in good working condition suitable to do the work for which it was designed. The Lessor's liability shall be limited to the repair of any defects in the equipment which the Lessor determines occurred under normal use. In such cases the Lessor will work diligently to repair or to replace the equipment. The Lessor's liability for damages shall be strictly limited to rental charges for the equipment for the period that it is down. Lessor shall not be responsible for any consequential damages associated with the breakdown. All damage, including vandalism, occurring to the equipment while it is under the Lessee's direction shall be the responsibility of the Lessee. Equipment teeth, cutting edges, and buckets which become unserviceable due to abnormal conditions, such as excavation of rock and concrete, will be repaired/replaced at the Lessee's expense. Lessor's operators are under the jurisdiction and control of the Lessee. Lessor's operator will make effort to perform as the Lessee designates, but the Lessor assumes no responsibility for damages unless the hazard is exposed prior to Lessor's personnel working in the area and that notice of the damage is given in writing within 12 hours of the occurrence of the damage. Notation on the face of the job ticket is sufficient.

**BILLING:** Monte Collins Backhoe and Equipment is signatory to the SCCA/Union Contract, observes the working rules of the agreement, pays wages accordingly, and hence bills in accordance to the agreement. Operated equipment will be invoiced for the actual hours on the job with the applicable minimums plus travel time. The hourly rate includes the equipment and the operator at straight time. All rates are based on a 2-4-6-8 minimum for the operator and overtime and premium times are based on the SCCA/Union contract. The minimum rental charge is 4 (four) hours for the equipment and for the operator. Some larger equipment has longer minimums. See published rates. Scheduled jobs canceled by the customer (lessee) shall be billed at a minimum of 2 hours at the equipment rate. Overtime rate is charged for the operator time in excess of 8 (eight) hours per day and on Saturdays. Double-time rate is charged for time in excess of 12 (twelve) hours per day and for Sundays. Triple time rate is charged for time on all union designated holidays. For working through the 1/2 hour lunch period at the request of the Lessee, double time rates shall be added. Working through the lunch period for the operator's convenience will be billed at straight time. When applicable, subsistence shall be billed at the agreed upon rate. This rate shall not be less than the minimum stated in the SCCA/Union contract. Attachments for the equipment shall be billed at a minimum of 4 (four) hours per day or a daily rental rate for each day that the Lessee requests said attachment to be on the jobsite.

**PAYMENT TERMS:** Full payment for all charges are due upon billing. A penalty of 1 1/2 % per month will be due on any invoice over 30 days old. Lessee shall be responsible for all collection costs including court and attorney fees. If the rental is not paid when due, or if the Lessee fails to comply with any of the terms and conditions herein, the Lessor may, at it's option, terminate this agreement and at the Lessee's expense, enter upon the premises where equipment is stored, take possession of the equipment without previous notice or demand and return it to Lessor's premises.

**THE INFORMATION PROVIDED HEREIN IS SUBMITTED FOR THE PURPOSE OF OPENING AN ACCOUNT WITH MONTE COLLINS BACKHOE AND EQUIPMENT, INC. I CERTIFY THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE. I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF MY COMPANY.**

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

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