



# HEAVY EQUIPMENT RENTALS

## CREDIT APPLICATION

Mail this application to:  
Credit Department, ECCO Equipment Corporation  
1417 N. Susan Street, Santa Ana, CA 92703  
714/554-4851 • FAX/554-3512

TO ECCO EQUIPMENT CORPORATION: For the purposes of procuring credit with ECCO, the undersigned applicant furnishes the following information. Applicant represents and warrants that said information is true, correct and complete.

APPLICANT: BUSINESS OR CORPORATE NAME					APPLICATION DATE	
BUSINESS STREET ADDRESS			BUSINESS ADDRESS STREET OR P.O. BOX			
CITY		STATE	ZIP	CITY		STATE ZIP
BUSINESS TELEPHONE	BUSINESS FAX #	E-MAIL ADDRESS		YEAR ESTABLISHED	HAVE YOU PREVIOUSLY HAD AN OPEN ACCOUNT WITH ECCO/ <input type="checkbox"/> YES <input type="checkbox"/> NO	
WE ARE IN THE BUSINESS OF		DO YOU REQUIRE A PURCHASE ORDER OR Requisition NUMBER? <input type="checkbox"/> YES <input type="checkbox"/> NO		TYPE OF BUSINESS <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> L.L.C. <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> CORPORATION		
CONTRACTOR'S LICENSE NO					PRINCIPAL PLACE OF BUSINESS <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Rented	
Owners (If applicant is a Sole Proprietor, Partnership or Limited Liability company): Officer (If Corporation)						
NAME		TITLE	SOCIAL SECURITY #		HOME TELEPHONE #	
HOME ADDRESS				CITY	STATE	ZIP
NAME		TITLE	SOCIAL SECURITY #		HOME TELEPHONE #	
HOME ADDRESS				CITY	STATE	ZIP
NAME		TITLE	SOCIAL SECURITY #		HOME TELEPHONE #	
HOME ADDRESS				CITY	STATE	ZIP
<b>BANK AND SAVINGS ACCOUNT</b>						
NAME		BRANCH ADDRESS		ACCOUNT #	TELEPHONE #	
NAME		BRANCH ADDRESS		ACCOUNT #	TELEPHONE #	
<b>TRADE REFERENCES</b>						
NAME		ADDRESS				TELEPHONE #
NAME		ADDRESS				TELEPHONE #
NAME		ADDRESS				TELEPHONE #
NAME		ADDRESS				TELEPHONE #

Has applicant or any owners, principals, partners, Officers or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? Write "yes" or "no" If yes: explain below:

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# ECCO EQUIPMENT CORPORATION

## OPEN ACCOUNT CREDIT TERMS

- 1) This is an application to open an account to rent equipment both bare and operated from time to time on the general terms and conditions attached. Each project for which equipment is supplied shall be assigned an ECCO job number and you will be invoiced by that number.
- 2) Each invoice is due and payable upon receipt, except as otherwise shown on the face of the invoice. Please remit all payments to the address on the front page of the application.
- 3) Invoices will be issued for rental charges weekly.
- 4) Any account with a delinquent balance may be placed on a cash basis at any time, and the equipment picked up without notice, at the discretion of ECCO Equipment Corporation.
- 5) ECCO files preliminary lien notices as provided under applicable State Lien Laws where equipment is used. **THIS IS A COMPANY POLICY AND IS NOT A REFLECTION ON YOUR CREDIT STANDING.**
- 6) ECCO adds to each delinquent account, a monthly service charge up to the maximum permitted by law in the State where the contract is signed. It is agreed that ECCO's actual damages caused by such a breach are difficult and impractical to determine and include administrative costs for accounting and collecting past due payments.
- 7) In the event your account is turned over to an attorney or other agency for collection, or suit is brought on the same, or the same is collected through any judicial proceeding whatsoever, applicant shall pay all reasonable attorney fees and court costs incurred by ECCO.
- 8) Venue shall be **THE COUNTY AND STATE OF ECCO RENTAL YARD LOCATION.**
- 9) The attached Terms and Conditions for Bare and Operated rental agreements are a part of this application and require the signature of the Owner or authorized Officer of applicant. Please sign each form where indicated and return the forms with this application.
- 10) **RIGHT TO REQUEST CHANGE OF OPERATOR:** Lessee may, at any time during the term of the lease of equipment, request Lessor to supply a different operator. Lessee's right to control the operator is exclusive, and Lessor shall not give the operator any instructions regarding use of the equipment (other than routine maintenance and safety provisions). Lessee is deemed to be in exclusive control of the job site, and lessee shall be solely responsible to know job conditions, including the existence of underground hazards, pipelines, electrical lines and concealed obstructions.

*THE UNDERSIGNED, warrants that all information on this Credit Application is true and correct, has read and hereby accepts and shall be bound by ALL of the open account credit terms and conditions as set forth in each rental contract. ECCO is hereby authorized to receive credit reports and/or information from any/or all references listed herein.*

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

## PERSONAL GUARANTEE

*The undersigned hereby unconditionally guarantee(s) the full and prompt payment to ECCO when due, all obligations and liabilities of customer named herein, including all amounts now owing and arising in the future.*

*This guarantee shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested, is received by ECCO. This notice shall specify the date of termination, not less than seven (7) days after the notice is received by ECCO and shall not affect any charges for transactions with the customer that were entered into prior to the termination date.*

DATE \_\_\_\_\_

BY \_\_\_\_\_

WITNESS \_\_\_\_\_

BY \_\_\_\_\_

**TERMS AND CONDITIONS OF OPERATED AND MAINTAINED RENTAL AGREEMENT**

**INDEMNIFICATION:** LESSEE agrees that the equipment and all persons operating such equipment are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save LESSOR, its employees and agents free and harmless from any and all claims for death or injury to persons and from any and all loss for damage to property including the rental equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs and expenses, and any and all claims resulting from the use of the equipment, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement.

**INSURANCE:** Physical loss and damage is the Lessee's responsibility. Lessee agrees, because the equipment is in his care, control and custody, to deliver to the Lessor upon the start of the rental period, a Certificate of Insurance to include General Liability coverage of \$1,000,000, blanket contractor's equipment coverage for all risk physical loss in an amount equal to the replacement cost of the rented equipment and an Additional Insured Endorsement that names ECCO Equipment Corporation as an additional insured, but with ECCO not liable for the payment of any premiums. Insurance shall be with companies acceptable to ECCO and such insurance may not be canceled without 30 days written notice to ECCO. If Lessee for any reason does not obtain any such insurance, the failure to do so shall constitute an agreement by Lessee to indemnify ECCO against any and all loss which such insurance would otherwise have covered.

**WARRANTY:** There are no express warranties or implied warranties to fitness for a particular purpose. The equipment covered by this agreement is in good operating condition suitable to do the work for which it is designed. Lessor's liability is limited to repair of any defects in the equipment which Lessor determines occurred under normal use. Any repairs that become necessary due to normal operation will be made by Lessor. If the equipment covered by this agreement is returned in damaged or excessively worn condition, Lessee shall pay to Lessor the reasonable cost of repair. ALL damage, including vandalism, occurring while under Lessee's direction shall be the responsibility of the Lessee. Equipment teeth, cutting edges and buckets which become unserviceable because of abnormal conditions, such as excavation of rock and concrete will be replaced and/or repaired at Lessee's expense. Parts will be billed at Lessor's landed cost, mechanic labor at the current hourly rate, and outside repairs at Lessor's landed cost. Lessee will be billed for replacement and repair costs for tire cuts, tears, separation, puncture and bruises and for excessive tire wear due to adverse job site conditions. Mechanic's time will be billed at the current hourly rate for travel time and on-site equipment modifications requested by Lessee. Damage to the property of others, while under Lessee's direction will be Lessee's responsibility.

**RENTAL RATES:** ECCO is signatory to the AGC/UNION CONTRACT, and observes the working rules of the agreement, pays wages accordingly and charges Lessee in accordance with said agreement. Operated equipment will be invoiced for actual hours worked. The rate quoted includes rental for the equipment and payment for the crew at straight time. The minimum rental charge for the first day of scheduled work is eight (8) hours for the equipment and crew. CREW RATE PER PERSON is the quoted rate at the time of the rental. CREW STANDBY: If the equipment is shut down for any reason and the crew is directed to wait, the crew rate is charged at the appropriate straight or overtime rate. NO CHARGE will be made for the equipment while the crew is on standby. OVERTIME: When the crew and equipment work overtime, the crew is charged at ONE AND ONE HALF TIME for work performed in excess of eight (8) hours per day and Saturday; DOUBLE TIME for work performed in excess of twelve (1.2) hours per day and Sundays; TRIPLE TIME: For all designated Union Holidays. NO LUNCH: For working through the one-half hour lunch period at Lessee's request. double time shall be added. Working through the lunch period for the operator's convenience, straight time shall be charged.

**SUBSISTENCE:** When applicable, subsistence shall be charged at the quoted rate.

**RIGHT TO REQUEST CHANGE OF OPERATOR:** Lessee may, at any time during the term of the lease of equipment, request Lessor to supply a different operator. Lessee's right to control the operator is exclusive, and Lessor shall not give the operator any instructions regarding the use of the equipment (other than routine maintenance and safety provisions). The Operator is considered to be a SPECIAL EMPLOYEE under the exclusive Supervision and Control of Lessee. Lessee is deemed to be in exclusive control of the job site, and Lessee shall be solely responsible to know job conditions, including the existence of underground hazards, pipelines, electrical lines and concealed obstructions.

Lessee represents and warrants that Lessee is the sole responsible excavator and Lessee accepts responsibility for supervising and directing excavation performed near any pipeline, electrical lines or other subsurface installation whether known or unknown to Lessee, and shall maintain a record of all notifications by excavators and operators to the regional notification center for a period of not less than three years.

**TERMS OF PAYMENT:** Full payment for all charges is due upon billing. Thirty (30) days after billing all past due accounts are subject to interest at the legal rate chargeable in the State rented. If rental is not paid when due, or if Lessee fails to comply with any of the terms and conditions herein, lessor may, at its option, terminate this agreement and at 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 ECCO, in addition to all other sums, reasonable attorney's fees and the cost of litigation.

**MOVING EQUIPMENT:** Moving equipment on and off jobsite is charged at the amount quoted. Lessee may move the equipment at his own expense. NO EQUIPMENT SHALL BE MOVED WITHOUT PRIOR NOTICE TO LESSOR.

The undersigned accepts and agrees that the terms and conditions for rental of equipment operated and maintained by ECCO Equipment Corporation shall apply to any and all rentals and are made a part of each and every rental contract.

COMPANY NAME \_\_\_\_\_ BY \_\_\_\_\_  
*(Owner or Authorized Agent)*

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

ECCO EQUIPMENT CORPORATION BY \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

**TERMS AND CONDITIONS OF BARE RENTAL AGREEMENT**

**INDEMNIFICATION:** LESSEE agrees that the equipment and all persons operating such equipment are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save LESSOR, its employees and agents free and harmless from any and all claims for death or injury to persons and from any and all loss for damage to property including the rental equipment. arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs and expenses, and any and all claims resulting from the use of the equipment, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement.

**INSURANCE:** Physical loss and damage is the Lessee's responsibility. Lessee agrees, because the equipment is in his care, control and custody. to deliver to the Lessor upon the start of the rental period, a Certificate of Insurance to include General Liability coverage of \$1,000,000, blanket contractor's equipment coverage for all risk physical loss in an amount equal to the replacement cost of the rented equipment and an Additional Insured Endorsement that names ECCO Equipment Corporation as an additional insured, but with ECCO not liable for the payment of any premiums. Insurance shall be with companies acceptable to ECCO and such insurance may not be canceled without 30 days written notice to ECCO. If Lessee for any reason does not obtain any such insurance, the failure to do so shall constitute an agreement by Lessee to indemnify ECCO against any and all loss which such insurance would otherwise have covered.

**WARRANTY:** There are no express warranties or implied warranties to fitness for a particular purpose. The equipment covered by this agreement is in good operating condition suitable to do the work for which it is designed. Lessor's liability is limited to repair of any defects in the equipment which Lessor determines occurred under normal use. If the equipment covered by this agreement is returned in damaged or excessively worn condition, Lessee shall pay to Lessor the reasonable cost of repair. The following shall not be deemed reasonable wear and tear. Damage resulting from lack of lubrication or maintenance of necessary oil, water, proper fuel, and air pressure levels; damage resulting from lack of normal servicing or preventive maintenance as noted in the manufacturer's operation and maintenance manual; or operating the equipment while tow on any lubricant or coolant, excessive fuel pressure or dirty filters; damage resulting from collision, overturning or improper operation of the equipment, including overloading or exceeding the rated capacity of the equipment; damage in the nature of dents, bending, tearing, straining and misalignment to the equipment or any part thereof; or damage resulting from jobsite vandalism. Mechanic's time for damage repair, travel time and for modification requested by Lessee shall be billed at the current hourly rates. Parts and outside repairs shall be invoiced at cost plus handling charge. Lessee represents and warrants that Lessee is the sole responsible excavator and Lessee accepts responsibility for supervising and directing excavation performed near any pipeline, electrical lines or other subsurface installation whether known or unknown to the Lessee. Lessee shall maintain a record of all notifications by excavators and operators to the region notification center for a period of not less than three years.

**EQUIPMENT SERVICE:** Lessee is responsible for normal equipment servicing including but not limited to checking fuel levels, all fluid levels, tire pressures, track adjustment and greasing equipment. Lessee is responsible for changing engine oil and filters every 250 service meter hours.

**WEAR ITEMS:** Lessee is responsible for ground engaging tools (bucket teeth, cutting edges, etc.). Equipment is furnished with ground engaging tools in a serviceable condition and must be returned in like condition or additional charges will be due. Lessee shall be invoiced for replacement or repair costs for tire cuts, tears, separation, puncture and bruises and for excessive tire wear or undercarriage wear. Allowable tire wear is 2/32" per tire, per month. Allowable undercarriage wear is 5% per month.

**RENTAL RATES, BARE RENTAL:** When monthly rate is quoted and the rental period is for less than one month, rental is charged at the weekly rate if the period is for one week or more. If the rental period is for less than one week, rent is charged at the daily rate. A work day is defined as eight (8) hours in a twenty four (24) hour period, a week is defined at forty (40) hours in a seven (7) day period and a month is defined as one hundred seventy six (176) hours in a thirty (30) day period. Equipment worked in excess of the hours stated will be invoiced at the appropriate rate for the number of excess hours worked. Rental shall begin on the date shipped and shall run consecutively through the date that Lessor is advised that the equipment is released by Lessee to Lessor.

**TERMS OF PAYMENT:** Full payment for all charges is due upon billing. Thirty (30) days after billing all past due accounts are subject to interest at the legal rate chargeable in the State rented. If rental is not paid when due, or if Lessee fails to comply with any of the terms and conditions herein, Lessor may at it's option, terminate this agreement and at 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. In the event ECCO has to file suit to collect these sums due, Lessee agrees to pay to ECCO, in addition to all other sums, reasonable attorney's fees and the cost of litigation.

**MOVING EQUIPMENT:** Moving equipment on and off jobsites is charged at the amount quoted. Lessee may move the equipment at his own expense. NO EQUIPMENT SHALL BE MOVED WITHOUT PRIOR NOTICE TO LESSOR.

The undersigned accepts and agrees that the terms and conditions for bare rental of equipment from ECCO Equipment Corporation shall apply to any and all rentals and are made a part of each and every rental contract.

COMPANY NAME \_\_\_\_\_ BY \_\_\_\_\_  
*(Owner or Authorized Agent)*

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

ECCO EQUIPMENT CORPORATION BY \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_