



American Equipment Rental, Inc.

1651 North Powerline Road
Pompano Beach, Florida 33069
Broward (954) 971-2506 • Miami (305) 870-0520 • Miramar (954) 441-5015 • Boynton (561) 733-8616 • Fax (954) 972-7159

APPLICATION FOR CREDIT

Date: _____

FIRM NAME _____ Phone # _____

PHYSICAL ADDRESS _____ City _____ State _____ Zip _____

BILLING ADDRESS _____ City _____ State _____ Zip _____

Fax #: _____ E-MAIL: _____

TYPE OF BUSINESS: CORPORATION PARTNERSHIP PROPRIETORSHIP YEARS EST. _____

PRINCIPALS (NAME(S) OF OFFICERS OR OWNERS)

1. _____

NAME	TITLE	SOCIAL SECURITY #	HOME PHONE
			<input type="checkbox"/> Own <input type="checkbox"/> Rent
HOME ADDRESS	CITY	STATE ZIP	HOW LONG AT CURRENT ADDRESS

2. _____

NAME	TITLE	SOCIAL SECURITY #	HOME PHONE
			<input type="checkbox"/> Own <input type="checkbox"/> Rent
HOME ADDRESS	CITY	STATE ZIP	HOW LONG AT CURRENT ADDRESS

- TRADE REFERENCES -

COMPANY NAME	ADDRESS	CITY	STATE	PHONE	FAX
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1. _____

2. _____

3. _____

4. _____

- BANK INFORMATION -

1. _____

BANK NAME	ADDRESS	CITY	PHONE	FAX
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ACCOUNT NUMBER _____ BANK OFFICER TO CONTACT _____

AUHTORIZATION

THIS SECTION MUST BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION

PERSON TO CONTACT REGARDING PAYMENT _____	PERSON TO CONTACT REGARDING JOB INFO _____
PHONE # _____	PHONE# _____

PERSONS AUTHORIZED TO CHARGE ON THIS ACCOUNT _____

NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO NOTIFY "AE" OF ANY CHANGE IN THE ABOVE PERSONS AUTHORIZED TO CHARGE ON THIS ACCOUNT

WILL YOU REQUIRE PURCHASE ORDER NUMBERS? NO YES, VERBAL YES, HARD COPY

WILL YOU REQUIRE JOB NUMBERS? NO YES, VERBAL YES, HARD COPY

SALES TAX EXEMPTION NUMBER, IF ANY _____ STATE _____ (MUST PROVIDE COPY OF CERTIFICATE)

FEDERAL I.D. # _____

AMERICAN EQUIPMENT RENTAL, INC. TERMS OF SALE: 2% 10TH, NET 30. We hereby authorize the above named firms and banking institutions to process this application and we agree that said persons shall not be liable for any claim or damages as a result of furnishing the requested information. In the event that American Equipment Rental, Inc. agrees to provide applicant with goods on open account and thereby extend credit for and in consideration of such agreement to deliver goods without first requiring payment, we agree to pay any attorney fees and costs incurred by American Equipment Rental, Inc. for collection of any amount not paid by applicant including, but not limited to, any court costs and attorney fees incurred in an appeal. Buyer acknowledges substantial contact with seller in Broward County, Florida, should any litigation on this contract become necessary.

AUTHORIZED SIGNATURE _____ TITLE _____

PRINCIPAL

I ACKNOWLEDGE THE ABOVE INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE



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PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of AMERICAN EQUIPMENT RENTAL, INC. (hereinafter referred to as "COMPANY") whose address is 1651 North Powerline Road, Pompano Beach, Florida 33069-1295, agreeing to rent and / or sell to _____

(hereinafter referred to as "CUSTOMER") whose address is _____

that certain equipment, goods, wares and merchandise set forth on the Rental Agreement(s) (hereinafter referred to as "AGREEMENT") between COMPANY and CUSTOMER, and based upon their financial interest in or their interest in the success of CUSTOMER, the undersigned, jointly and severally, (hereinafter referred to as "GUARANTORS"), do hereby agree as follows.

1. The undersigned GUARANTORS do guarantee the payment when due of any and all present or future indebtedness of CUSTOMER to the COMPANY, now owning or hereafter incurred, including, but not limited to: any indebtedness arising out of rental and / or sale of the equipment, goods, wares and merchandise by the COMPANY to the CUSTOMER and, rent and other charges that become due pursuant to the Articles of the AGREEMENT of which Articles are set forth on the reverse side of the AGREEMENT and which Articles are incorporated herein in their entirety by reference.
2. That the undersigned GUARANTORS do hereby further guarantee to COMPANY, the due and punctual payment of all payments due as provided for under the agreement by the CUSTOMER, as well as the full, prompt and complete performance by the CUSTOMER of all the provisions in said AGREEMENT, both on the front and on the reverse side of the AGREEMENT, for the full term of said AGREEMENT and any extension hereof, as permitted by the AGREEMENT, with no less force and affect than if the undersigned GUARANTORS were named as the CUSTOMER in said AGREEMENT, and the undersigned GUARANTORS will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under said AGREEMENT.
3. This Guaranty shall be absolute, continuing and unlimited, and the COMPANY shall not be required to take any proceedings against the CUSTOMER, or give any notice to the undersigned GUARANTORS before the COMPANY has the right to demand payment or performance by the undersigned GUARANTORS upon default by the CUSTOMER. This Guaranty and the liability of the undersigned hereunder shall in nowise be impaired or affected by any extension(s) of the time of the payment of any rental and / or sale, any other sums, or indebtedness or any portion thereof, provided to be paid by the CUSTOMER, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of said AGREEMENT, or any amendments, modification or revisions of said AGREEMENT.
4. No action or proceeding brought or instituted under this Guaranty against the undersigned GUARANTORS, and no recovery had in pursuance thereof, shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of CUSTOMER.
5. That the COMPANY may surrender or deal with any collateral, security or other guarantees, all without releasing or affecting the liability of the GUARANTORS hereunder.
6. The liability of the undersigned GUARANTORS shall not be deemed waived, released, discharged, impaired or affected by reason of the release or discharge of the CUSTOMER in any creditor's receivership, bankruptcy or bankruptcy reorganization proceedings brought under the Bankruptcy Act or other proceedings, or the rejection or disaffirmance of the Agreement in any proceedings.
7. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the undersigned GUARANTORS and the COMPANY.
8. The undersigned GUARANTORS agree that, if they should fail to comply with the foregoing Guaranty, they will pay any reasonable attorney's fee and other costs incurred in the collection of such debt, including reasonable attorney's fees and cost in any appellate proceedings.
9. All the terms, agreements and conditions of this Guaranty shall be joint and several, and shall be binding upon the undersigned GUARANTORS, and shall inure to the benefit of the COMPANY, its successors and assigns.

The undersigned acknowledge having read the within and forgoing Personal Guaranty and acknowledge having received a copy thereof.

DATED this _____ day of _____, 20 ____.

WITNESSES:

Print or Type Name

Print or Type Name

Principal Signature (Guarantor)

Print Name (Guarantor)

INDIVIDUALLY



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Physical Damage Waiver Guide

1. CUSTOMER’S GENERAL RESPONSIBILITY

Under the American Equipment Rental, Inc. (“AE”) contract, the Customer renting the Equipment is responsible to AE for any loss or damage to the Equipment and for its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the replacement cost of the Equipment at the time it is lost or damaged. In the event that the Equipment is damaged in a manner for which the customer is responsible such equipment may be repaired either by AE or repaired by a company chosen by AE in its sole discretion. The cost of labor for such repairs shall be AE’s prevailing hourly labor rate, or the repair facility’s hourly rate for labor charged to AE for such repairs. Parts will be charged to the Customer at the manufacturer’s list price. AE will not be liable for any charges not expressly authorized by AE. The Customer agrees to pay AE in cash for the replacement cost of the Equipment in the event the equipment is lost or destroyed.

2. RENTAL FEE LIABILITY

Customer’s liability for the rentals of any lost, damaged or destroyed Equipment shall continue until AE has been paid in full for damages above. At all times, until the Customer has delivered the physical possession of the Equipment to AE, the Customer shall remain responsible for and bear all risk of loss or damage to the Equipment (whether or not Customer is then being charged with rental fees.)

3. LOSS AND DAMAGE WAIVER

Customer by his or her signature in the space on the face page of the Rental Agreement or by separate written confirmation agrees to pay additional waiver charges equal to 10% of the gross rental charges. **If the Customer pays the waiver and the Equipment is damaged or lost due to fire, collision, explosion, hail, earthquake, windstorm, lightning or burglary (defined in C below), the Customer will not be responsible for more than 25% of the manufacturer’s list price at the time it is lost or damaged.** The waiver plan is not insurance. It does not cover damage or losses arising from theft, misuse, abuse or operating the Equipment in a manner inconsistent with the manufacturer’s instructions or AE’s contract.

4. EXEMPT EQUIPMENT

The Equipment listed below is not covered under the physical damage waiver. The listed Equipment will not be covered because it is difficult to secure. Customer will be responsible for all losses at the current replacement cost on this Equipment. (A) Trailer-mounted Air Compressors (125CFM and above), Air Tools, Trailer-mounted Generators (10kw and above), Trailer-mounted Welders and Light Towers; (B) Skid Loaders; (C) Rollers; (D) Mini Excavators.

5. ACCOUNT STATUS AND DAMAGE WAIVER

This damage waiver will not be effective unless at the time of such loss or damage the Customer’s account with AE is current. In any event, accrued rental charges cannot be applied against the purchase, or the cost of repair, of damaged, stolen or lost Equipment.

6. DAMAGE WAIVER EXCEPTIONS

Under the aforesaid conditions, AE assumes risk of damage to the Equipment, except as to the following risks, which are assumed by the Customer:

- (A) damage resulting from misuse, abuse, failure to maintain, cleanliness, proper fuel, lubricants, hydraulic fluids, coolants, or pressure levels;
- (B) loss or damage of accessory Equipment such as but not limited to air hoses, electrical cords, welding cables, fuel cans, bits, batteries, hoses, tires, and blades;
- (C) loss due to mysterious disappearances of any Equipment that is not returned for whatever reason, including theft, or conversion of the Equipment unless the loss is a result of a burglary substantiated by a police report. Burglary is defined as the forced entry and taking of property from inside the interior of any building or locked vehicle. The taking of property from fenced yards, storage containers, trailers or areas outside of the building or vehicle are not considered burglary under the provisions of the physical damage waiver;
- (D) failure to promptly (within 7 days of the date of the loss) provide AE a copy of the police report filed with the applicable public authorities reporting the loss;
- (E) all loss caused by theft, vandalism or malicious mischief;
- (F) damage to tires and tubes caused by blowouts bruises, cuts, punctures or other causes inherent in the use of the Equipment;
- (G) damage to Equipment as a result of overloading or exceeding it’s rated capacity;
- (H) damage to motors, generators, drills or other electrical appliances or devices caused by portable electric current, whether or not said portable current is supplied by AE;
- (I) damage to hydraulic cylinders;
- (J) all losses or damages associated with the Equipment’s rollover or upset;
- (K) loss or damage as a result of the striking of overhead objects with the Equipment;
- (L) use or operation of the Equipment by a person other than an Authorized Operator as defined within the Agreement;
- (M) Customer’s failure to secure the Equipment by leaving the keys readily available to any unauthorized operator or by not reasonably restricting access to the Equipment;
- (N) loss of or damage to the Equipment in a hostile or warlike manner in times of peace or terrorist attacks;
- (O) use or operation of Equipment in a hostile or warlike manner in times of peace or war;
- (P) any other failure of the Customer to comply with any of the other provisions contained in the rental contract.

7. LEGAL ACTION

In the event of any loss, damage or destruction to the Equipment, AE will be subrogated to any rights of the Customer to recover against any person, firm or corporation. Customer will execute and deliver to AE whatever instruments and papers are required, and take all other necessary steps to secure in AE such rights. Customer will cooperate fully with AE and/or its insurer(s) in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice AE or its insurer’s, rights with respect thereto.

CUSTOMER AGREES TO INDEMNIFY AND HOLD AE HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES (INCLUDING ATTORNEY’S FEES) HOWSOEVER ARISING OR INCURRED, BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE CUSTOMER’S POSSESSION OR USE OF THE EQUIPMENT.

DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO OTHERS ARISING OUT OF POSSESSION, USE OR OPERATION OF THE EQUIPMENT.

Company Name: _____

Date: _____

Accept Signature: _____ Reject Signature: _____