

WESTSIDE RENTAL & SALES

TO: _____

FROM: _____

FAX: _____

PAGES: _____

PHONE: _____

DATE: _____

RE: _____

CC: _____

COMMENTS:

Please fill out the attached credit application in order to set your account up with us and fax back. Accounts are NET 30 terms, a 1.5% finance charge will be assessed on balances over 30 days.

If you are tax exempt, please send Tax Exempt Form.

Also, if you have a Certificate of Insurance which includes rented/leased equipment, please forward that with Westside Rental named as Loss Payee, if you do not have one, you will be charged a damage waiver on your rental contract.

If you have any questions, please don't hesitate to give me a call at 615-329-4224. Thank you and we look forward to doing business with you in the future.

**920 44th Avenue North
P.O. Box 90721
Nashville, TN 37209
615-329-4224 - phone
615-329-4225 - fax**

WESTSIDE RENTAL & SALES CREDIT APPLICATION

P.O. BOX 90721 - NASHVILLE, TN 37209 - 615-329-4224 PHONE - 615-329-4225 FAX

Legal Business Name: _____ Date: _____

Trade Name (if any): _____ Years in Business: _____

Name of Owner: _____ Phone: _____ Fax: _____

Business Address: _____
Street City, State, Zip

Accounts Payable Contact: _____ Phone: _____

P.O. Required? Yes () No () Type of Business: () Corporation () LLC () Sole Proprietorship () Other

Federal ID#: _____ Sales Tax Number: _____ Exemption certificate must be provided

List below the following: Corporate officers, individual owners, partners, or members (required if individual, partner or member)

Name	Title	Home Address	Social Security #	Date of Birth
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Bank and Trade References:

Name	Contact Person	Telephone	Fax
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_____	_____	_____	_____
_____	_____	_____	_____

Applicant Acceptance - The undersigned Applicant hereby agrees to the terms and conditions contained in this application. Applicant represents, warrants and agrees that the foregoing information provided by Applicant is submitted for the purpose of obtaining credit from Westside and is true and correct to the best of his/her knowledge, information and belief, that he/she has authority to sign and deliver this Application on behalf of the Applicant and to bind Applicant to the terms and conditions hereof; that a photocopy of fax of this signed Application shall be considered an original and shall be sufficient for all purposes as a mutually signed counterpart hereof; that Westside is authorized to file a financing statement naming Applicant as Debtor, in any public office Westside deems necessary to perfect its' security interest in present or future collateral; that Westside is authorized to obtain and update credit reports and credit references from time to time; that Westside is authorized to obtain banking information from the above referenced bank(s); and that Applicant received a full complete copy of this application at the time he/she signed it. Applicant named agrees to the full and prompt payment to Westside when due of all indebtedness, obligations and liabilities of the Applicant named in this Application of Credit, including all amounts currently owing and arising in the future, including any service charges, interest, attorney fees, court and collection costs.

Signature: _____ Date: _____

Print Name: _____ Date: _____

Personal Guarantee - The undersigned hereby unconditionally guarantee (s) the full and prompt payment to Westside when due of all indebtedness, obligations and liabilities of the Applicant named in this Application of Credit, including all amounts currently owing and arising in the future, including any service charges, interest, attorney fees, court and collection costs. The Applicant also agrees to be personally and unconditionally bound by all terms of this application. This guarantee will continue in full force and effect until all amounts payable by applicant to Westside have been paid and the Applicant account has been terminated. The Applicant guarantor hereby waives presentment demand of payment, filing, or proof of claim, any right to require a proceeding first against Applicant, protest notice and all demand whatsoever. This Applicant further authorizes and consents to the now and future use of personal consumer credit reports for information in support of this guarantee.

Signature: _____ Print Name: _____ Date: _____

CONDITIONS UNDER WHICH TOOLS & OTHER EQUIPMENT ARE RENTED & SOLD

1. Lessee acknowledges receipt of the herein described personal property. Both parties agree that the property was inspected by the Lessor and personally examined by the Lessee at the time of delivery to and accepted by the Lessee and that the property was in good and serviceable condition.
2. Title to the rental property is and at all times shall remain the Lessor. Only the parties hereto and those other persons whose names are listed on the reverse side are authorized to use the property and Lessee will not permit the property to be used by any other person or at any other address other than the address designated on the reverse side without the expressed written consent of the Lessor.
3. The parties agree that the Lessor is not the manufacturer of said property, nor the agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship or capacity.
4. In the event that the rental property becomes unsafe or in a state of disrepair, Lessee agrees to immediately discontinue its use and promptly return it to the Lessor. If the condition is not the fault of the Lessee, the Lessor shall replace it with property of a like kind in good working order if available.
5. At the termination of this agreement, the Lessee will promptly return the rented property and all its parts and attachments to the Lessor's place of business. It is to be in the same condition as it was received, ordinary wear and tear expected. The Lessee agrees to pay for any damage to the property or loss of its parts or attachments, while in his possession or control. Should collection or litigation become necessary to collect damage and or loss, Lessee agrees to pay all collection charges, including reasonable attorney's fees, and court cost.
6. Lessor shall not be liable to Lessee for any loss, delay or damage of any kind resulting from defects or inefficiency of the rented property or accidental breakage.
7. Lessee will give Lessor immediate notice of any levy attempted upon the rental property or if the property for any cause becomes liable to seizure and indemnify Lessor against all loss and damages caused by such action, including Lessor's reasonable attorney's fees and expenses.
8. Lessee will not retain the rental property beyond the "Due In" time without prior notice to and the consent of the Lessor. Lessee will pay rental price in advance or with prior agreement with Lessor, immediately upon return of the property. Should collection or litigation become necessary, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court cost.
9. At Lessor's sole discretion all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not make a refund on any items out over thirty (30) minutes. Lessor may at his sole discretion report the rental property stolen if held five (5) days beyond "Due In" date.
10. Lessee waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of the rental property by Lessee.
11. Lessee has a \$1,000 deductible with a \$10,000 limit per unit per claim using the DWC. If you pay the damage waiver charge (DWC) as specified you are subject to the limitations and exclusions below. We exclude from this waiver any loss or damage, burglary, misuse or abuse, theft by conversion intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent man would his own property, such as property securing, leaving unattended or improper lubrication, in addition, if you have insurance for the loss or damage, you shall exercise and shall empower us to exercise all your rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor. There can be an 14% charge to each contract unless Lessee has supplied a proper copy of an insurance certificate to cover all damage including theft at the time of this agreement.
12. Lessee agrees that should any paragraph or provision violate the law and is unenforceable the rest of the agreement will be valid.
13. Rental rates shall apply for the entire time the equipment is away from the Lessor's place of business and/or the equipment is in rentable condition, regardless of weather, but not for lost time due to mechanical failure unless caused by the Lessee or its employees, servants or agents.
14. The Lessee shall be responsible for loss or damage to the equipment arising from any cause whatsoever, including theft and in the event of any such loss or damage the Lessee agrees to pay to the Lessor the greater of either (a) the amount set forth above and noted as "Total Value" or (b) the replacement cost of the equipment. If the damaged equipment is repaired or reconditioned by the Lessor, the Lessee agrees to pay all costs thereof. The Lessee shall not be liable for normal wear and tear but is responsible for misuse or abuse.
15. The Lessor shall not be responsible for any personal injury or property damage while the equipment is in possession and under the control of the Lessee and its employees, servants, and agents, and the Lessee agrees to indemnify the Lessor and hold the Lessor harmless from and against all costs (including attorneys fees and court costs) and damages to persons or property arising from the use or possession of the equipment by the Lessee, its employees, servants, or agents.
16. The Lessee shall bear the expense of all tire repairs, fuel and lubrication and shall keep the equipment properly lubricated at all times. The Lessor agrees to service the equipment promptly when in need of repair following notification by the Lessee.
17. The Lessee agrees to use the equipment within its normal capacity and for the purpose for which it was intended. When the equipment is not in use, it will be kept in a protected area.
18. The Lessor reserves the right to cancel this contract at any time it may consider it necessary to protect its property. The Lessee agrees that the Lessor may come upon the property where the equipment is located at any time to recover the equipment for any reason.
19. The rental rate shown on the face of this agreement covers normal use only not to exceed 8 hrs per day, 40 hrs per week or 160 hrs per 4 weeks.
20. I, the Lessee, fully understand that if for any reason the payment terms on this contract are in default the daily rate will be charged for each and every day during the rental period. I, the Lessee, fully understand and agrees that any weekly rate, monthly rate is considered a discounted rate and will be forfeited and charged at the daily rate for each and every day of this contract agreement. This is due to delinquency of payment in terms of this contract agreement.
21. The Signee of this contract understands and agrees to pay all debts incurred under this agreement if for any reasons the Lessee or sold to defaults.
22. The Lessee shall pay all costs and attorneys fees incurred in collecting, or attempting to collect any sums owed under this agreement or in securing possession of the equipment. In addition, the Lessee agrees to pay a service charge of one and one-half percent (1-1/2%) per month on all amounts owed under this contract that are not paid when due. Unless otherwise billed to the Lessee all amounts due under the contract are due in full upon return of the equipment.