



# APPLICATION FOR CREDIT ACCOUNT

Sales Rep # \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE PRINT LEGIBLY OR TYPE

## APPLICANT AND BUSINESS INFORMATION

Business Name	DBA (if applicable)	Contractors License #	Federal Tax ID#
Physical Address	City	State	Zip
Billing Address (if different)	City	State	Zip

\_\_\_\_\_ Would you elect to "Go Green" by receiving invoices and statements via email?

Email Address for invoicing and statements	Additional email address for invoices	AP Contact email address
Business Phone	Fax	Cell Phone
Years in Business	State Where Incorporated	Accounts Payable Contact
Type of Business Corp _____ Partnership _____ Government _____ Sole Proprietor _____ LLC _____ Other _____		
Valid Certificate of Insurance Attached (see example on pg 3)	_____ Yes _____ No	
Sales Tax Exempt (include Certificate)	_____ Yes _____ No	
Purchase Order number required on each invoice?	_____ Yes _____ No	
Job Name and/or Number required on each invoice?	_____ Yes _____ No	

## OWNER/ OFFICER INFORMATION

Name	Title	SSN	Name	Title	SSN
Address	Phone		Address	Phone	
City	State	Zip	City	State	Zip

## BANK ACCOUNT INFORMATION

Bank Name	Address	Account #	Contact	Phone
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## TRADE REFERENCES

Name	Address	Contact	Phone
Bank Name	Address	Contact	Phone
Bank Name	Address	Contact	Phone

**Terms and Conditions**

1. The above-referenced applicant ("You" or "Applicant") desires to lease equipment from Equipment Finders, Inc. ("EFI"). Any equipment leased to You by EFI will be subject to these Terms and Conditions. EFI has relied upon the covenants and representations set forth in this document and would not lease equipment to You without Your agreement to abide by these Terms and Conditions.
2. EFI may, in its sole discretion, extend You credit for any equipment You lease from EFI. EFI may, in its sole discretion, revoke Your credit at any time, for any reason, and require upfront cash payment for any equipment. If credit is revoked and cash required, EFI may pick up its equipment without prior notice to You in the event You fail to immediately tender cash payment. EFI may also decline to lease you equipment for any reason not prohibited by Tennessee and Federal law.
3. For all equipment leased to You, You must either (a) pay a Limited Loss and Damage Waiver Fee (in which event You will be bound by EFI's Limited Loss and Damage Waiver) or (b) arrange for EFI to be named as an "additional insured" under Your commercial general liability insurance policy and a "loss payee" under Your equipment floater / inland marine insurance policy covering equipment leased to You. If You fail to provide a certificate of liability insurance to EFI at the time of rental evidencing the aforementioned coverages, you will be charged the Limited Loss and Damage Waiver Fee. Initials
4. Each invoice is due and payable by You upon receipt and time is of the essence with respect to payment. You agree to pay a service charge equal to 1.5% per month on the outstanding principal balance of any invoice that is not paid within 30 days of receipt. EFI has the right to assess this service charge commencing on the next billing cycle immediately after the above-referenced 30 day period expires and each month thereafter on the outstanding principal balance until paid in full. You agree that this service charge is not a penalty, is reasonable and is being assessed to account for the additional administrative costs incurred by EFI to handle, monitor and process delinquent accounts.
5. If equipment is rented for more than 4 weeks, EFI will issue periodic unsigned invoices for the rental charges due beyond the initial 4 week period. Such periodic invoices are due upon receipt. EFI will charge all applicable state and local taxes unless You supply a valid resale certificate.
6. EFI's policy is to file and/or serve advance lien notices and notices of nonpayment in whatever format mandated by law. This policy is not a reflection of Your credit standing.
7. Applicant agrees to defend, indemnify and hold EFI (and its agents, officers, directors, shareholders and employees) harmless from and against any and all claims, demands, actions, damages, losses and expense arising from or related to any services, equipment or merchandise furnished by EFI to You, with the exception that this indemnity and hold harmless covenant shall not apply when the damage arises solely from EFI's negligence or intentional conduct.
8. Unless covered by the insurance or Limited Loss and Damage Waiver referenced in Paragraph 3, You agree to pay for any loss, damage or injury caused to any equipment leased to You by EFI. EFI reserves the right to perform any necessary repairs and invoice You for the applicable cost of repair, which you agree to pay upon receipt. Unless the Limited Loss and Damage Waiver is applicable to the damage, in the event any equipment leased to You is damaged, You agree to pay EFI's monthly rental rate for the damaged equipment as loss of use damages on a monthly basis until the earlier of (a) the date the insurer(s) under the policy(ies) referenced in Paragraph 3 compensate(s) EFI for the property damage or (b) the date you compensate EFI for the cost to repair the damage.
9. Applicant agrees to pay all reasonable attorney's fees, collection costs and court costs incurred by EFI to enforce these Terms and Conditions or incurred by EFI related in any manner to Your leasing of equipment from EFI. Applicant consents to jurisdiction and venue in the state courts for Davidson County, Tennessee in any lawsuit between EFI and Applicant arising from or related to these Terms and Conditions or any equipment leased to Applicant. Initials
10. By ordering equipment and requesting that EFI deliver the equipment to a specific location, You accept all responsibility for the care of the equipment upon delivery even though a representative of Applicant is not present at the time of delivery.
11. Where permitted by law, EFI may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.
11. The terms of this document are severable. In the event a court determines that any section of this document is invalid or unenforceable, such determination shall not affect the validity of the remainder of this document.

**Applicant's Acceptance**

By signing below, Applicant (1) agrees to the Terms and Conditions outlined above; (2) represents, warrants and agrees that the foregoing information provided by Applicant is submitted for the purpose of obtaining credit from EFI and is true and correct to the best of Applicant's knowledge, information and belief; (3) represents and warrants that he/she has authority to sign and deliver this document on behalf of the Applicant and to bind Applicant to the Terms and Conditions; (4) agrees that a photocopy or fax of this signed document shall be considered an original and shall be sufficient for all purposes as a manually signed counterpart hereof; (5) agrees that EFI is authorized to file a financing statement naming Applicant as debtor in any public office EFI deems necessary to perfect its' security interest in present or future collateral; (6) agrees that EFI is authorized to obtain and update credit reports and credit references from time to time; (7) agrees that EFI is authorized to obtain banking information from the above referenced bank(s); and (8) agrees that Applicant received a full complete copy of this application at the time he/she signed it and that he/she read and understands its terms.

Signature	Date
Print Name	Title

**Continuing Personal Guarantee**

The undersigned ("Guarantor") hereby unconditionally and personally guarantees the full and prompt payment to EFI when due of all indebtedness, obligations and liabilities of the Applicant, including all amounts currently owing and arising in the future, including any service charges, interest, attorney's fees, court costs and collection costs. Guarantor also agrees to be personally and unconditionally bound by all terms of this application. This is a guarantee of payment and performance, and EFI need not exhaust remedies against Applicant before pursuing Guarantor. This guarantee will continue in full force and effect until all amounts payable by Applicant and Guarantor to EFI have been paid and the Applicant's account has been terminated. Guarantor hereby waives presentment, demand, filing or proof of claim and notice. Guarantor further authorizes and consents to the now and future use of personal consumer credit reports for information in support of this guarantee. Guarantor agrees to pay all reasonable attorney's fees, collection costs and court costs incurred by EFI to enforce these Terms and Conditions and this guarantee, or incurred by EFI related in any manner to Applicant's leasing of equipment from EFI. Guarantor consents to jurisdiction and venue in the state courts for Davidson County, Tennessee in any lawsuit between EFI and guarantor arising from or related to these Terms and Conditions, this guarantee or any equipment leased to Applicant. Guarantor waives his/her right to trial by jury in any lawsuit arising from or related to these Terms and Conditions or any equipment leased to Applicant. Initials


Authorized Signature	Print Name	Date
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CERTIFICATE OF LIABILITY INSURANCE

In order for your Certificate of Liability insurance to exempt you from the 12% Damage Waiver being charged, the following is required on your certificate.

- 1. Equipment Finder's Inc. must be listed as the Certificate Holder
- 2. In the Description and Special Provision section of the certificate it should read: "Certificate Holder is Loss Payee and Additional Insured with Respect to all Leased/Rented equipment by the Insured."
- 3. The Certificate should clearly indicate the amount of coverage for rented/leased equipment.

See example below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
SAMPLE .....

CONTACT  
NAME:  
PHONE (A/C No. Ext):  
FAX (A/C No.):  
E-MAIL:  
ADDRESS:  

INSURER(S) AFFORDING COVERAGE

INSURER A : XYG Company

INSURER B : XYG Company

INSURER C :

INSURER D :

INSURER E :

INSURER F :

NAIC #  
XXXXX  
XXXXX

INSURED  
SAMPLE .....

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div></div></div><div>GEN'L AGGREGATE LIMIT APPLIES PER: <div><div><input type="checkbox"/> POLICY</div><div><input checked="" type="checkbox"/> PROJECT</div><div><input type="checkbox"/> LOC</div></div><div>OTHER:</div></div></div><div><div><div><div><input type="checkbox"/> AUTOMOBILE LIABILITY</div><div><div><div><div><input type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> OWNED AUTOS ONLY</div><div><input type="checkbox"/> HIRED AUTOS ONLY</div></div><div><div><div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div></div></div></div><div><div><div><div><input type="checkbox"/> UMBRELLA LIAB</div><div><div><div><div><input type="checkbox"/> EXCESS LIAB</div><div><input type="checkbox"/> RETENTION \$ 0</div></div></div></div></div></div></div><div><div><div><div><input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div><div><div><div><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</div><div>(Mandatory in NH)</div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div></div></div></div></div></div></div><div><div><div><div><input type="checkbox"/> PER STATUTE</div><div><input type="checkbox"/> OTHER</div></div></div></div></div></div></div><div><div><div><div><input type="checkbox"/> E.L. EACH ACCIDENT</div><div><input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE</div><div><input type="checkbox"/> E.L. DISEASE - POLICY LIMIT</div></div></div></div></div>						

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Contractors Equipment Leased/Rented

Policy #

8/1/2023

8/1/2024

Leased/Rented Equipment Deductible

\$XXXXXX  
\$XXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Equipment Finders Inc. is named Loss Payee concerning Equipment Floater and Additional Insured concerning General Liability for equipment leased or rented by the named insured, where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Equipment Finders, Inc.  
501 Davidson Street  
Nashville, TN 37213

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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**LIMITED LOSS AND DAMAGE WAIVER —(NOT APPLICABLE IF YOUR PROVIDE CERTIFICATE OF INSURANCE**

In most instances insurance policies will protect your company for liability to third parties for bodily injury or property damage caused by you or your operation of rented equipment. However, it may not protect you for damage to the piece of rental equipment itself while the equipment is in your care, custody and control. The replacement cost of various pieces of rental equipment can range from \$2,500 to amounts in excess of \$150,000. As a result of this exposure, we ask that all rental customers purchase rental insurance to cover rental equipment with Equipment Finders, Inc. listed as additional insured on the general liability and as loss payee for physical damage on the rented equipment.

If you do not have insurance for your rental equipment, Equipment Finders, Inc. offers a Limited Loss and Damage Waiver. Loss and Damage Waiver is NOT INSURANCE. By customer accepting the Loss and Damage Waiver on the front of the rental agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, Equipment Finders, Inc. and customer agree that EFI will waive any claim against customer for direct physical damage to the equipment while in use by the customer subject to the following limitations. The customer will be responsible for a deductible of \$500 or 25% of the repair price or replacement value, which ever is greater, for each item of equipment claimed damaged. If the repair price or replacement value is less than \$500, then the customer is responsible for 100%.

If customer has insurance covering such loss or damage, the Loss and Damage Waiver becomes secondary and customer shall exercise all rights available to him under said insurance and take all action necessary to process the claim. Customer further agrees to assign said claim and any and all proceeds from such insurance to EFI. Upon request of EFI, Customer shall fully cooperate with EFI and furnish the name of his insurance agent, insurance company, and complete information concerning insurance coverage carried.

Notwithstanding the foregoing, the following conditions are NOT covered under the Loss and Damage Waiver.

1. Any item of equipment or part thereof which is not returned for whatever reason, including theft;
2. Damage resulting from improper use, overloading or exceeding the rated capacity of the equipment;'
3. Damage to motors or other electrical appliances or devices caused by electrical current;
4. Damage to tires, tubes and wheels caused by a blowout, bruises, cuts and other causes inherent in the use of equipment;
5. Accessories such as guard rails, kick plates, electric cord and cables, liquid fuel tanks, safety belts, safety lanyard;
6. Damage as a result of vandalism or malicious mischief or intentional abuse;
7. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fue, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;
8. All damage resulting from overturning;
9. All damage resulting from use of the equipment in violation of any provision of the Rental Agreement, violation of any law, ordinance or regulation;

I accept the above terms (do not sign if providing Certificate of Insurance)

_____ Signature	_____ Print Name	_____ Date
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