



# Complete Rental

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Fort Madison, Iowa

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## Account No. \_\_\_\_\_ Application for Credit & Rental Agreement

*Confidential Credit Information*

*In order to process your request, this agreement must be signed. Please attach a company credit profile if available.*

Customer Name (Individual or company) \_\_\_\_\_

Physical Address \_\_\_\_\_

d/b/a Trade Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### BUSINESS INFORMATION

Corporation

LLC

Partnership

Proprietorship

Length of Time in Business \_\_\_\_\_

Previous Business Name \_\_\_\_\_ D & B# \_\_\_\_\_

(If less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTY information below and sign guaranty on reverse side)

Have you ever filed bankruptcy? \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_ State Entity Formed \_\_\_\_\_

Bonding Agent Name and Address \_\_\_\_\_

If Partnership or LLC, list partners/members \_\_\_\_\_

(Please attach a list if additional space is needed)

### BANKING INFORMATION

Bank Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

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

Purchase Order Number Required

### Accounting Information

Insurance Co. \_\_\_\_\_

Job Number Required

Amount of Credit Requested:

Insurance Contact Person \_\_\_\_\_

\$ \_\_\_\_\_

Insurance Co. Phone No. \_\_\_\_\_

Tax Exempt

If checked, attach proper forms.

Certificate of Insurance being forwarded

Accounts Payable (A/P) Contact \_\_\_\_\_

A/P E-Mail Address \_\_\_\_\_

A/P Phone Number \_\_\_\_\_

A/P Fax Number \_\_\_\_\_

TRADE REFERENCES	City, State	Phone Number

### Persons Authorized to Sign

Note: only these people may sign without authorization from principal

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

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

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

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

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

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

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**APPLICATION FOR CREDIT & RENTAL AGREEMENT**  
Confidential Credit Information

**TERMS & AGREEMENT** (Must be signed for account processing)

Our Payment terms are net 10 days from statement date.  
All accounts 10 days past due will be subject to liens at the appropriate time, and or COD basis.

The undersigned ("Customer") in consideration of Complete Rental, or any of its subsidiaries and affiliated entities, successors or assigns ("Complete Rental") extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Complete Rental are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Complete Rental's rental contract, which are on the reverse side of each and every rental contract, available in writing, upon request, including the release, indemnification and insurance provisions in sections 8 and 9 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not Customer executes each Rental Contract; and (d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Complete Rental shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Complete Rental should they become listed in the future. Refer to [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/) for information regarding the SDN list and to [www.bis.doc.gov](http://www.bis.doc.gov) for information on other denied parties lists and other U.S. export restrictions.

In making this Agreement upon which Complete Rental will rely to extend commercial credit, I/We agree to Complete Rental's terms of payment as follows: NET DUE UPON RECEIPT on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Complete Rental within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Complete Rental's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Complete Rental reserves the right to bring legal action in whatever jurisdiction Complete Rental deems necessary, whose laws, at the option of Complete Rental, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Complete Rental in exercising any of Complete Rental's rights and remedies.

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. I/We authorize Complete Rental to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Complete Rental and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Complete Rental to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Complete Rental's calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

Print Customer Name: \_\_\_\_\_ Print Authorized Officer's Name: \_\_\_\_\_  
Authorized Officer's Signature: \_\_\_\_\_ Print Authorized Officer's Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INDIVIDUAL PERSONAL GUARANTY**

Our Payment terms are net 10 days from statement date.  
All accounts 10 days past due will be subject to liens at the appropriate time, and or COD basis.

The undersigned guarantor(s), for and in consideration of Complete Rental extending credit at my/our request to the Customer named above, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations Customer to Complete Rental whether now existing or hereinafter made, and further agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Complete Rental whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment, acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims.

If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Complete Rental reserves the right to bring legal action in whatever jurisdiction Complete Rental deems necessary, whose laws, at the option of Complete Rental, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Complete Rental in exercising any of Complete Rental's rights and remedies.

The Undersigned recognizes the obligation of the Applicant and the undersigned and agrees to hold the portion of all payments received by Applicant which include payment to Applicant for the rent and/or purchase of equipment and supplies furnished by Complete Rental pursuant to this agreement to be held in a separate trust account for payment to Complete Rental. The undersigned agrees to act as fiduciary for payment to Complete Rental and agrees that Applicant shall not use said payments for any other purpose, in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on a credit account. The undersigned agrees that any failure to hold payments in trust for Complete Rental shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 USC 523 (a)(4) and (6). The undersigned represent that (i) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Complete Rental shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). I/We authorize Complete Rental to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Complete Rental and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

Guarantor's Signature: \_\_\_\_\_ SSN: \_\_\_\_\_  
Print Guarantor's Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_  
Address: \_\_\_\_\_ Print Witness Name: \_\_\_\_\_  
Date: \_\_\_\_\_