



# CREDIT APPLICATION FOR OPEN ACCOUNT

teamwarrior@warriormachinery.com

2353 S. Cactus Ave, Rialto Ca. 92316

Phone #: 866-673-8148

Fax #: 909-363-4950

warriorfax@warriormachinery.com

## BUSINESS CONTACT INFORMATION

Name/Title:		Limit Requested:	Branch:
Company Name:			
Phone #:	Fax #:	E-mail:	
Company Address:			
City:	State:	Zip Code:	County:
Applicant Name:			
Date Business Commenced:		State Resale Attached: Y/N	Fed ID/SS#:
Sole Proprietorship:	Partnership:	Corporation:	Other:

## BUSINESS AND CREDIT INFORMATION

Primary Business Address:			
City:	State:	Zip Code:	
How long at current address?			
Phone #:	Fax #:	E-mail:	
Bank Name:			
Bank Address:			
City:	State:	Zip Code:	
Type of Account:		Account Number:	
Savings	Checking	Other	
Accounts Payable Contact Name:			Phone:
Fax:	Email Address:		

## BUSINESS/TRADE REFERENCES-PLEASE PROVIDE AS MANY REFERENCES AS POSSIBLE FOR FASTER PROCESSING

Company Name/Address:			
City:	State:	Zip Code:	
Phone #:	Fax #:	E-mail:	
Company Name/Address:			
City:	State:	Zip Code:	
Phone #:	Fax #:	E-mail:	
Company Name/Address:			
City:	State:	Zip Code:	
Phone #:	Fax #:	E-mail:	
Company Name/Address:			
City:	State:	Zip Code:	
Phone #:	Fax #:	E-mail:	

## AGREEMENT

I hereby authorize Warrior Machinery LLC to use this information in order to establish an open account. All invoices are to be paid 30 days from the invoice date. At the end of each month, a late fee of the 1 1/2% will be billed on overdue invoices. Late fees will be included in the monthly statement and become part of the principal obligation due to Warrior Machinery LLC. \*Accounts with invoices over 60 days old will be reviewed for changing to cash only terms. \*Accounts with invoices over 90 days old will be reviewed for assignment to an attorney or an appropriate collection agency. Purchaser agrees to pay all attorneys fees and/or costs deemed reasonable in the event legal action becomes necessary. Applicant's signature attests financial responsibility and the ability and willingness to pay for purchases in accordance with the above terms.

Name:	Date:
Title:	
Signature:	
<i>(Must be signed by officer or principal of the firm)</i>	

## CREDIT TERMS

**Terms:**

Net 30 days from date of invoice.

**Service Charges:**

At the end of each month, a charge of one and one-half percent (1 1/2%) will be billed on overdue invoices. Such billings will be included in the monthly statement and become part of the principal obligation due to Warrior Machinery LLC.

- Accounts with invoices over sixty (60) days old will be reviewed for changing to cash terms.
- Accounts with invoices over ninety (90) days old will be reviewed for assignment to an attorney, or appropriate agency for collection.

Purchaser agrees to pay all attorney fees and/or costs as may be deemed reasonable in the event legal action becomes necessary to collect any outstanding balance.

Applicant's signature attests financial responsibility and the ability and willingness to pay our invoices in accordance with the above terms.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Must be signed by officer or principal of firm)

Firm: \_\_\_\_\_

## PERSONAL GUARANTEE BY PRINCIPAL

In the event of failure on the part of the above firm, to fully satisfy its dollar obligations to Warrior Machinery, LLC for goods and services satisfactorily rendered and accurately invoiced. I understand, warrant and agree to be personally responsible for such dollar obligation.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Must be signed by officer or principal of firm)

## CERTIFICATE OF INSURANCE – Rental Customers

(See attached for example)

Warrior Machinery, LLC requires a certificate of insurance on file showing Warrior Machinery, LLC as an additional insured. This certificate also needs to show that the policy covers rented and/or leased equipment.

## Terms and Conditions

Owner and customer agree that the following terms and conditions shall control their relationship with respect to said rental of the equipment: Described on the front side of this agreement.

The rental rate for the equipment shall be completed on the basis of the time said equipment is rented by the customer, measured from and including the date of the agreement or the first day any part of the equipment is moved from the Owner's principal business premises, whichever occurs first, until and including the day all the equipment is returned to the Owner's principal business premises. The weekly rate applies only to each consecutive 7-day period the equipment is rented by the customer, and the monthly rate applies only to each consecutive 28-day month the equipment is rented by the customer.

Notwithstanding that the equipment is kept by the customer for less than 24 hours, customer shall be obligated to pay a minimum rental equal to 1 day rental. The rental rate does not include use tax, sales tax or other levy based on rental, which shall be billed to the customer in addition to the rental rate.

**Risk of Loss & Damage.** Customer hereby assumes and shall bear all risks of loss or damage to the equipment from any and every cause whatsoever, whether or not such loss or damage is covered by insurance on the equipment. No loss or damage to the equipment shall impair or relieve any obligation of the customer under this agreement, which shall continue in full force and effect. In the event that the equipment is inoperable (because of loss or damage) at the time this agreement would otherwise terminate, then customer shall continue to be liable for the rentals set forth on the front side of this agreement, until settlement with Owner has been fully completed under option (a), (b), or (c) below. Customer shall immediately notify Owner of any loss or damage to the equipment and shall employ every reasonable means to protect the equipment from further loss or damage. In the event any loss or damage of any kind whatsoever to the equipment, Owner shall have the option to require customer to:

Repair or restore the equipment to good condition and working order. Replace the equipment with comparable equipment in good repair, condition and working order: or If the equipment is determined by the Owner to be lost, stolen, destroyed or damaged beyond repair, pay to Owner in cash the fair market value of the lost or damaged equipment, as determined by independent appraisal: provided, however, that the cash so payable shall not be less than fair market value.

In the event that the Owner requires customer to pay Owner the amount determined pursuant to (c) above, this agreement shall terminate upon payment in full of such amount to Owner and customer shall be entitled to said equipment in its then existing condition "as is, where is" without any warranty of the Owner, express or implied, with respect to any matter whatsoever relating to said equipment.

### 3. Warranty

**3.1 NO WARRANTY BY OWNER.** OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER CONCERNING THE EQUIPMENT, CUSTOMER ACKNOWLEDGING THAT IT IS LEASING THE EQUIPMENT FROM OWNER "AS IS". Customer hereby waives any claim

it may have now or in the future against Owner for any loss, damage or expense cause by the equipment, any defect therein, or servicing thereof. Owner shall not be liable to customer for, and with respect to third parties customer shall indemnify Owner for and hold Owner harmless and against, any liability, claim, loss, damage or expense of any nature caused, directly or indirectly, by (a) the inadequacy of the equipment for any purpose; (b) any deficiency or defect in the equipment; (c) the use or performance of equipment; (d) any interruption or loss of service, use, or performance of the equipment or; (e) any loss of business or other consequential damages whether or not resulting from any of the foregoing.

**3.2 Manufacturer's Warranty.** Any warranty of the manufacturer of the equipment is the warranty of the manufacturer only, and not of the Owner. On receipt of written request from the customer, so long as this agreement shall remain in force, Owner shall take all reasonable action requested by customer to enforce any manufacturer warranty, express or implied, issued on or applicable to the equipment, which is enforceable by Owner in its own name, and represents that it will obtain for customer all service furnished by the manufacturer in connection therewith. Similarly, if any such warranty shall be enforceable by customer in its own name, on receipt of written request from Owner, so long as this agreement shall remain in force, customer shall take all reasonable action requested by Owner to enforce any such warranty, provided, however, the customer shall not be obligated to commence any suit or action to litigation to enforce any such warranty unless Owner shall pay on demand as requested by customer, all attorney's fees, costs and expenses in connection therewith.

**4. Waiver of Offset Rights.** Customer hereby waives any and all claims, and rights of "offset" or "setoff" to which customer may now or in the future otherwise be entitled to against any rent or other payments to Owner under this agreement, and customer agrees to pay when due rent and other amounts payable to Owner hereunder regardless of any claim to offset which might otherwise be asserted by customer or by any third part on customers behalf.

**5. Owner's Title.** The equipment is and at all times shall remain the sole and exclusive property of the Owner and customer shall not have any right, title or interest therein or thereto except expressly set forth in this agreement. Owner shall not have the right to, at any time, to affix, or attach any plates, signs, insignia or lettering on the equipment for the purpose of identifying Owner's ownership thereof. Customer shall not remove, deface or conceal and plate, sign, insignia or lettering which may place on the equipment showing Owner's ownership thereof. In the event that the Owner has not affixed or attached any plate, sign, insignia or lettering on the equipment identifying Owner's ownership thereof, customer shall affix to the equipment a plate, sign, insignia or lettering. At all times customer shall, at its expense, protect and defend Owner's title to the equipment, and customer shall indemnify and hold Owner harmless from any legal process, lien or encumbrance on or in connection with the equipment (or Owner's title thereto) arising out of any act or omission of customer or any of it's officers, employees or agents or contractors. Customer shall notify Owner in writing immediately (and in any event within five (5) days after any attachment, lien or other judicial process affects or attaches to the equipment.

## Terms and Conditions

6. Use of Equipment. Customer shall use the equipment in a careful and proper manner so as to comply with all national and state, municipal, police and other laws, ordinances or regulations in any way relating to the possession, use, operation or maintenance of the equipment. Customer shall put the equipment only to the use contemplated by the manufacturer thereof.

7. Owner's Right to Inspection. Owner and its agents shall have the right to enter any premises where the equipment may be located, at any time during reasonable hours, for the purpose of inspecting and examining the equipment and observing its use to insure compliance by customer with its obligations hereunder. On request, customer shall furnish to Owner such supplemental information as Owner may deem necessary to determine whether or not customer is performing its obligations hereunder.

8. Condition. Customer has fully inspected the equipment, and acknowledges that the equipment is in good working order and that customer is satisfied with and has accepted the equipment in good condition and repair.

9. Transportation. Loading and Unloading. Customer agrees to pay for all transportation, loading and unloading of the equipment from the time the equipment is released at Owner's principal place of business until it is returned and unloaded at the same premises. Customer assumes sole responsibility for (a) all transportation and in-transit delays, and (b) all losses or damage to the equipment attributing to or connected with the transportation of the equipment.

10. Maintenance. Whenever repairs to the equipment are necessitated because of normal wear and tear during reasonable use, Owner's sole responsibility shall be to repair said equipment at its own service center, in such event, rental (and only rental) under this agreement shall be abated for the period that the equipment is being repaired at Owner's service center. Customer hereby grants Owner permission to enter any premises where equipment may be located to service the equipment for normal wear and tear every 100 hours that the equipment has been in operation or every 30 days, whichever is first. In all other circumstances, customer shall be responsible, at its sole cost and expense, for maintaining the equipment in good working order, condition and repair and customer shall deliver the equipment to Owner's service center for all necessary repairs and adjustments to the equipment (and pay Owner's then standard service and repair charged for all necessary work) for so long as the equipment is subject to this agreement, including but not limited to payment of all rental pursuant to paragraph 1, shall continue in full force and effect. Customer shall use only gasoline with an octane rating of 87b or higher if the equipment is driven by gasoline engine, only diesel fuel grade of #2 or better if the equipment is driven by diesel engine and only a major brand name, 30 weight, detergent motor oil. Customer shall not make any alterations, modifications, additions or improvements to the equipment without prior written consent of Owner and in giving its consent, Owner may impose any condition it deems desirable or necessary.

11. Notification to Owner of Accidents. Customer shall promptly notify Owner of any accident directly or indirectly involving the equipment which results in damage to the equipment or injury to persons or property, including in such report, the time, place and nature of the accident, the names and addresses of the persons injured and of witnesses and of such other information as may be pertinent to Owner's investigation of such accident.

### 12. Insurance.

12.1 Loss or Damage to Equipment. Customer shall keep the equipment insured against all risk of loss or damage from every cause whatsoever by fire, theft, earthquake, or otherwise, for not less than the full replacement value thereof as determined by Owner. The process of any theft, fire, extended coverage or any other insurance providing coverage of risk, loss, or damage to owners, of interests in the equipment subject to this agreement shall be payable solely to the Owner, which shall have the option, in its sole discretion to apply the proceeds towards the replacement, restoration or care of the equipment or toward payment of the obligations of Customer hereunder, the balance of the proceeds, if any shall be the property of the Owner. Said insurance shall be in an amount not less than the dollar figure set forth in paragraph 2 (c).

12.2 Bodily Injury or Property Damage. Customer, at its sole cost and expense, shall procure and maintain at all times during the term of this agreement comprehensive public liability and property damage insurance against bodily injury and property damage resulting directly or indirectly from the possession, use, possession, use, condition, operation, control, disposition, or transportation of the equipment, said insurance to be in the following minimum amounts:

Bodily Injury: \$1,000,000.00- Each Person  
\$2,000,000.00- Each Accident  
Property Damage: \$1,000,000.00- Each Accident  
\$2,000,000.00- Aggregate Operations

The proceeds of any public liability or property damage insurance maintained by customer pursuant to the subparagraph 12.2 shall be payable first to Owner to the extent of its liability, with the balance, if any, payable to the customer.