



Party Event Tools Equipment

864-583-6393

www.ashevillehwyrental.com

Account No. _____ Rep # _____

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

Asheville Hwy Rental www.ashevillehwyrental.com

Phone: 864-583-6393 Fax: 864-582-8188 E-mail: info@ashevillehwyrental.com

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

Customer Name (Individual or Company) _____

(d/b/a) Trade Name _____

Phone Number _____ Fax Number _____ Mailing Address _____ Physical Address _____

BUSINESS INFORMATION Corporation Partnership Proprietorship Length of Time in Business _____
 LLC

Previous Business Name _____ D & B# _____

Have you ever filed bankruptcy? _____ Federal TaxID# _____

Bonding Agent Name and Address _____

SIGNATORY INFORMATION (Authorized Agent)

Name _____ (Please Print) Title / Relationship to Customer _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Social Security Number _____

Email Address _____

BANKING INFORMATION

Bank Name _____

Contact Name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Checking Account Number _____ Loan Account Number _____

ACCOUNTING INFORMATION

Purchase Order Number Required?

Job #s Required

Tax Exempt?

If checked, attach proper forms.

Insurance Co. _____

Insurance Contact Person _____

Insurance Co. Phone No. _____

Certificate of Insurance being forwarded

Insurance Cert. naming AHR as an "Additional Insured and Loss Payee" required prior to rental.

Accounts Payable (A/P) Contact _____ A/P E-Mail Address _____ A/P Phone Number _____ A/P Fax Number _____

TRADE REFERENCES	City, State	Phone Number / Fax Number

Rental Companies Previously Used? United Sunbelt Hertz Other _____

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

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

The undersigned ("Customer") in consideration of Carolina Rental Group, Inc. (dba Asheville Hwy Rental) or any of its subsidiaries and affiliated entities, successors or assigns ("AHR") 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 AHR are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of AHR's rental contract, which are on the reverse side of each and every rental contract, which is available in writing, upon request, including all release, indemnification and insurance provisions ("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). AHR 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 AHR should they become listed in the future. Refer to www.treas.gov/offices/enforcement/ofac/ for information regarding the SDN list and to www.bis.doc.gov for information on other denied parties lists and other U.S. export restrictions.

In making this Agreement upon which AHR will rely to extend commercial credit, I/We agree to AHR'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 AHR within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At AHR'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, legal action is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that AHR reserves the right to bring legal action in whatever jurisdiction AHR deems necessary, whose laws, at the option of AHR, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees equal to 50% of the outstanding balance owing or the amount of attorney fees and costs actually incurred by AHR – whichever amount is greater, plus all other reasonable expenses incurred by AHR in exercising any of AHR'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 AHR 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 AHR 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 AHR to contact our insurance company and authorize the insurance company to issue insurance certificate(s) naming AHR as an *additional insured and loss payee* when AHR 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

The undersigned guarantor(s), for and in consideration of AHR 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 AHR 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 AHR 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 AHR reserves the right to bring legal action in whatever jurisdiction AHR deems necessary, whose laws, at the option of AHR, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees equal to 50% of the outstanding balance owing or the amount of attorney fees and costs actually incurred by AHR – whichever amount is greater, plus all other reasonable expenses incurred by AHR in exercising any of AHR'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 AHR pursuant to this agreement to be held in a separate trust account for payment to AHR. The undersigned agrees to act as fiduciary for payment to AHR 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 AHR 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. AHR shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize AHR 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 AHR 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: _____

Guarantor's Signature: _____

Print Guarantor's Name: _____

Print Guarantor's Name: _____

Address: _____

Address: _____

SSN: _____

SSN: _____

Witness Signature: _____

Witness Signature: _____

Print Witness Name: _____

Print Witness Name: _____

Date: _____

Date: _____

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

Fax to Asheville Hwy Rental at 864-582-8188, or E-mail to info@ashevillehwyrental.com

Mail: Asheville Hwy Rental

1101 Asheville Hwy

Spartanburg, SC 29303

864-583-6393

INSURANCE REQUIREMENTS ADDENDUM

CUSTOMER / LESSEE: _____ (“Lessee”)

PLEASE FAX YOUR INSURANCE CERTIFICATE TO US AT: 864-582-8188 OR EMAIL IT TO US AT: info@ashevillehwyrental.com, AND SEND THE ORIGINAL TO: Carolina Rental Group, Inc., d/b/a “Asheville Hwy Rental” (“AHR”) at: 1101 Asheville Hwy., Spartanburg, SC 29303.

THIS AUTHORIZATION APPLIES TO ALL ITEMS RENTED TO THE LESSEE BY AHR AT ANY TIME; INCLUDING WITHOUT LIMITATION, THE FOLLOWING SPECIFICALLY SCHEDULED ITEM(S):

<u>Insurance Agency:</u>	<u>Description(s) of Specifically Scheduled Rented Item(s):</u>	
Agency: _____	Rented Item: _____	Value: _____
Phone #: _____	Rented Item: _____	Value: _____
Fax / Email #: _____ / _____	Rented Item: _____	Value: _____
Attn: _____	Rented Item: _____	Value: _____

collectively, the “Rented Item(s)” or “Item(s).”

The Rented Item(s) require(s) a certificate of insurance showing that such Rented Item(s) is/are Specifically Scheduled, and that overturning, overloading, overheating, flooding and boom damage are not excluded.

Please be advised that the above-named Lessee has agreed to rent (each, a “Rental”) one or more items of equipment (each, a “Rented Item” or “Item”) from Carolina Rental Group, Inc. (also referred to herein as “AHR”), in connection with which, the Lessee has authorized and directed you to send AHR verification in the form of a current and valid Certificate of Insurance (or Endorsement if requested by AHR): (a) naming AHR as an additional insured and loss payee; and (b) evidencing the existence of Comprehensive General Liability, Automobile Liability, Workers’ Compensation, Umbrella or Excess Liability, and Property Damage / Inland Marine / Contractor’s Equipment insurance, as referenced in each Rental Contract entered into between AHR and the Lessee (each, a “Rental Contract”), each such Rental Contract being incorporated herein.

1. **Insurance Policies:** The following policies are required in connection with each Rental:
 - a. **CGL:** Commercial General Liability Insurance (including bodily injury, property damage, personal injury, contractual liability [including without limitation, any and all liability arising under the Rental Contract], and products completed operations coverage) with limits of not less than \$1,000,000 USD per occurrence / \$2,000,000 USD aggregate;
 - b. **Workers’ Compensation / Employees:** Workers’ Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over Lessee’s employees, including U.S. Longshore Harbor coverage if and as needed based on exposure, and Employer’s Liability Insurance for Bodily Injury with limits of not less than \$1,000,000 USD per occurrence;
 - c. **Auto:** Hired Auto Physical Damage (for Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$1,000,000 USD per occurrence, covering any and all rented vehicle(s)/automobile(s);
 - d. **Umbrella Liability:** Umbrella (or “Excess”) Liability Insurance covering each of the liabilities addressed in the above referenced CGL, Employer’s Liability and Hired Auto Liability Insurance policies, with limits of not less than \$5,000,000 per occurrence; and
 - e. **Property:** “All-Risk,” “Commercial Property,” or “Inland Marine” Insurance (or equivalent), covering all loss of, and damage to, all Rented Item(s) other than rented vehicles, for the full (new) replacement cost thereof (specifically including aerial equipment, and covering boom damage and property in transit);

2. **Additional Requirements:** The policies of insurance to be provided by Lessee, as identified in Paragraph 1 above, must:
 - a. **Basis and Deductibles:** Be written on an occurrence basis with no deductible to exceed \$5,000.00;
 - b. **Insurers:** Be maintained with one or more insurers, each of whom maintains a financial strength rating of A- or better by A.M. Best Company, Inc., and otherwise be reasonably acceptable to AHR;
 - c. **Inclusions:** Include all hired equipment;
 - d. **Exclusions:** Not exclude loss or damage to booms, or any loss or damage to Rented Item(s) due to overturning, overloading or flooding;
 - e. **Additional Insured/Loss Payee:**
 - i. **Name Carolina Rental Group, Inc. as an additional insured** on all coverages other than Workers’ Compensation (Lessee’s commercial general liability policy shall list Carolina Rental Group, Inc. as an additional insured for loss or damage arising out of the Lessee’s use, maintenance, handling or possession of the Rented Item(s), using the standard ISO form CG 20 28 11 85 [“Additional Insured – Lessor of Leased Equipment”] or equivalent; and
 - ii. **List Carolina Rental Group, Inc. as the primary loss payee** on a closed-clause basis (excepting only the above referenced Workers’ Compensation and Liability coverages);
 - f. **Subrogation:** Waive subrogation against AHR, its owners, shareholders, officers, directors, members, managers, agents, employees, representatives, insurers, subrogees, successors and assigns;
 - g. **Primacy:** Be primary and non-contributory (AHR’s insurance will be deemed excess);
 - h. **Severability of Interests:** Include a severability of interests’ provision;
 - i. **Form:** Use standard ISO form CG 20 28 11 85, or equivalent successor(s); and
 - j. **Term:** Commence upon departure of the Rented Item(s) from AHR’s premises, and specify that such policies shall not be subject to cancellation for any reason during the term of each Rental.

FOR THE AVOIDANCE OF DOUBT, THE LESSEE HAS AGREED TO, AND DOES HEREBY APPOINT AHR AS LESSEE’S AUTHORIZED AGENT AND ATTORNEY-IN-FACT FOR PURPOSES OF SUBMITTING ANY ONE OR MORE CLAIMS ON THE ABOVE REFERENCED POLICIES (AS AHR MAY DEEM APPROPRIATE). PLEASE NOTIFY AHR IN WRITING IMMEDIATELY IF ANY OF THE ABOVE COVERAGES FAIL(S) TO MEET ANY ONE OR MORE OF THE ABOVE REQUIREMENTS IDENTIFYING WHICH OF SUCH REQUIREMENTS ARE NOT OR WILL NOT BE SATISFIED.

The undersigned authorizes AHR to provide this completed form directly to the insurance agency identified above.

Date: _____ **Lessee’s Name:** _____ **Signature:** _____