

E-Z RENT-ALL

3950 NINE MILE RD.
CINCINNATI, OHIO 45255
513-943-8000 FAX 513-943-8005

CREDIT APPLICATION

NAME _____ CREDIT MGR. _____

ADDRESS _____

PHONE# _____ FAX _____

___ CORPORATION	STATE IN WHICH	COUNTY WHERE ASSUMED
___ PARTNERSHIP	INCORPORATED	NAME IS REGISTERED
___ PROPRIETORSHIP	_____	_____

YEARS IN BUSINESS _____ TAX EXEMPT# _____

If the applicant be tax exempt, a certificate of exemption must accompany this application.

NAMES AND TITLES OF OFFICERS, PARTNERS OR PRINCIPALS:

NAME	TITLE	PHONE	ADDRESS
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1. _____

2. _____

3. _____

4. _____

BANK INFORMATION _____ ACCT # _____

PHONE _____ CONTACT _____

CREDIT CARD _____ EXP. DATE _____

TRADE CREDIT REFERENCES (LOCAL PREFERRED):

NAME _____	CONTACT _____
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ADDRESS _____

PHONE _____ FAX _____

NAME _____	CONTACT _____
------------	---------------

ADDRESS _____

PHONE _____ FAX _____

NAME _____	CONTACT _____
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ADDRESS _____

PHONE _____ FAX _____

Who is authorized to charge to your account? YOU ARE RESPONSIBLE for updating this list as changes occur. If you send someone who isn't on this list, call us ahead of time so that your request may be honored and your account is protected.

NAME ADDRESS DRIVERS LICENSE # PHONE #

1. _____

2. _____

3. _____

THE ABOVE INFORMATION IS FOR THE PURPOSE OF OPENING AN ACCOUNT AND IS CERTIFIED TO BE TRUE .

OUR PAYMENT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE

I understand and agree to the terms outlined above:

Signed _____ Date _____

Name _____ Position _____

DAMAGE WAIVER

E-Z RENT-ALL OFFERS A DAMAGE WAIVER ON ALL EQUIPMENT RENTALS.

THE CHARGE FOR THIS IS 12% OF THE TOTAL RENTAL FEE.

ENCLOSED YOU WILL FIND A COPY OF OUR RENTAL CONTRACT WITH TERMS AND CONDITIONS PLEASE REFER TO # 8 TO UNDERSTAND WHAT THE DAMAGE WAIVER COVERS.

YES MY COMPANY WOULD LIKE TO INCLUDE THE DAMAGE WAIVER ON RENTALS

SIGNATURE _____ DATE _____ TITLE _____

NO MY COMPANY IS NOT INTERESTED IN HAVING THE DAMAGE WAIVER

I AM ENCLOSING MY PROOF OF INSURANCE.(CERTIFICATE OF INSURANCE)

SIGNATURE _____ DATE _____ TITLE _____

THANKYOU

GLENN DEAN
OFFICE MANAGER

RENTAL CONTRACT - TERMS AND CONDITIONS

- (1) The rental equipment has been received in good working condition, and will be returned in the same condition, ordinary wear and tear accepted.
- (2) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to hold Lessor harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody.
- (3) Customer agrees to Lessor's rights to enter premises of customer at any time to repossess said equipment. Customer hereby waives any rights of action against owner by reason of such taking or entry and agrees to reimburse Lessor's cost of repossession if any.
- (4) Customer agrees to reimburse Lessor for all attorney fees, an amount not less than 25% of all sums due, court cost and expenses incurred by Lessor to enforce collection or to preserve or enforce Lessor's rights under this contract.
- (5) Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location than listed on the face of the contract.
- (6) **PAYMENT**
 - a. Customer agrees to pay Lessor upon demand:
 - 1) All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.
 - 2) Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or persons in the service or employment of the Lessee whether or not occurring during the hours of such service or employment. Lessor reserves the right to consider the property lost, stolen or converted if not returned within 5 DAYS of the date and time printed under the "TIME AND DATE DUE IN "section of the contract.
 - b. Credit Card -- It is agreed that if a credit card is used as an advanced payment, E-Z RENT-ALL COMPANY has the cardholder's permission to put additional charges on the card to cover charges due on this agreement and to extend it. Your signature on this agreement is considered by us as made on an appropriate credit card voucher and you certify that all the information is true and correct. Giving us false or misleading information is a violation of Ohio Revised Code section 2913.72: Felony Theft.
 - c. Payment Guarantee -- If I have directed Lessor and Lessor has agreed to bill charges to someone else who fails to make payment promptly when due, customer promises to pay Lessor on demand. If Customer directs charges to be billed to another person Customer represents that he is authorized to give Lessor such direction. Customer understands that he/she remains individually responsible for all charges even if Customer directed Lessor to bill another person.
 - d. Final Audit -- CUSTOMER UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation, rental or return.
- (7) Customer agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.
- (8) Unless waived by the Customer's initials next to the DAMAGE WAIVER charge (DWC) on this contract, Customer agrees to pay a damage waiver fee which is a percentage of the rental fee. In exchange for this damage waiver fee, Lessor agrees to modify paragraph 7 (above) of this contract and relieve Lessee of liability for accidental damage to the rental item(s) on the contract, and for loss due to fire, collision, windstorm, upset and riot. However, excluded from this waiver is any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Customer failing to care for the rented item(s) as a prudent man would his own property, such as proper lubrication.
TRAILERS AND ALL INFLATABLE TIRES WILL BE EXCLUDED FROM THIS WAIVER AND WILL CONTINUE TO BE THE RESPONSIBILITY OF THE LESSEE.
- (9) Trailer additional terms -- Lessee accepts full responsibility for any personal property transported on said equipment and agrees to save Lessor harmless from any claim for loss or damage to such property, and further: acknowledges that he/she has examined the coupling mechanism and safety chain, that the trailer is securely attached to the Lessee's automobile on leaving Lessors place of business, that Lessee will periodically inspect said equipment and coupling mechanism and chain and maintain them in a safe and secure condition while in use. Lessee further agrees that he/she will not sublet said equipment or assign this lease and will not use or permit use of this equipment with any other automobile. All of the other provisions hereof shall also apply.
- (10) There are no warranties of merchantability or fitness either expressed or implied which extend beyond the description on the face hereof.
- (11) RENTAL FEES ARE FOR PORTAL TO PORTAL TIME OUT, NOT TIME USED, INCLUDING ANY PERIOD LESSOR IS CLOSED.OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER A DAY (24 HOURS). A ONE DAY RENTAL RATE FOR EQUIPMENT WITH RUN TIME HOUR METERS CONSISTS OF 8 HOURS USE WITHIN A 24 HOUR PERIOD. WEEKLY RENTAL RATE CONSISTS OF 40 HOURS USE WITHIN SEVEN DAYS .IF RUN MORE THAN TIME ALLOWED DURING A SPECIFIED PERIOD AN ADDITIONAL PRO-RATA CHARGE WILL BE MADE.

The buyer further understands that the entire risk as to the quality and performance of the product(s) purchased is with the buyer and that should the goods prove defective following this purchase, the buyer and not the Lessor will assume the entire costs of all necessary servicing or repairs. Furthermore the buyer agrees to defend, indemnify and hold the Lessor harmless from all claims or liabilities, whether such claims or liabilities concern loss to property (real or personal) or injury to person, at all times following the execution of this contract. The buyer agrees to pay all court costs and reasonable attorney fees and any other expenses as part of its obligation to defend, indemnify and hold harmless the Lessor from all liabilities, claims, losses, and damages which may be asserted against the Lessor by any persons, partnerships, corporations or other entities under this contract or concerning the product(s) sold.