



CREDIT APPLICATION AND AGREEMENT

- ☐ New Applicant
☐ Credit Update

Date: _____

TO ENSURE PROMPT PROCESSING OF APPLICATION, PLEASE PRINT LEGIBLY OR TYPE

I. Applicant Information – Full Legal Name and Address of Business

Business Name	DBA if Applicable	Contractor License #	Federal Tax ID #
Physical Address	City	State	Zip
Billing Address (if different than above)	City	State	Zip

Business Phone	Ext	Fax	Cell Phone	E-mail Address for invoicing and statements
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Date Business Started	State Where Registered or Incorporated	Accts Payable Contact Person
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•Has Applicant or any of its owners, partners, officers, directors, or managing members, or any guarantor, ever been a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? ☐ Yes. ☐ No

•Rental Protection Plan (RPP) will be charged on every contract. To opt out of this charge, please send a Certificate of Insurance evidencing general liability coverage and property coverage naming Elevated Equipment Rentals, Inc. as loss payee and additional insured.

II. Type of Business (Please Check One)			III. Billing Information Preferred: See Page 2 for Tax and Insurance Requirements	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Government	<input type="checkbox"/> Job Name and/or Number	Do you Require Monthly Statement?
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> LLC	<input type="checkbox"/> Other	<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Yes. <input type="checkbox"/> No

IV. Credit Application and Agreement Terms & Conditions:

The applicant identified above ("Applicant") hereby enters into this Credit Application and Agreement ("Credit Agreement") with Elevated Equipment Rentals, Inc. ("EER"). Applicant hereby applies to EER for credit, specifically consents to EER investigating Applicant's credit history and obtaining credit reports, and authorizes the release of Applicant's bank account information. If credit is extended, Applicant acknowledges that EER requires payment 30 days upon receipt of the invoice. Invoices are considered past due after the date of such invoice. If Applicant fails to timely pay an invoice, Applicant agrees to pay a service charge to EER on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and also agrees to pay EER collection costs and/or attorney's fees in an amount that is not less than 25% of the outstanding balance owed. At the discretion of EER, any account with a delinquent balance may be placed on a cash basis at any time, and EER may pick up the equipment without notice to Applicant. Additionally, EER reserves the right to pursue remedies available to it at law or in equity. By signing below, Applicant agrees to be bound by the Online Rental Agreement Terms and Conditions www.elevatedrentals.com, as amended from time to time (collectively the "Rental Agreement"). A copy of the Rental Agreement is available upon request. Such terms and conditions include, but are not limited to, indemnification and limitation of liability provisions that may affect Applicant's liability. Applicant acknowledges that the Rental Agreement terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs. Where permitted by law, EER may impose a surcharge of 2% 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.

The parties hereby agree that for so long as this Credit Agreement is in place, Applicant is not required to sign the Rental Agreement provided that Applicant signs a form provided by EER for the sole purpose of acknowledging receipt of the equipment, safety notices and operations manuals. The parties further agree that any purchase order, scope of work, work order, agreement, or similar document issued by Applicant shall be signed by EER for Applicant's record keeping purposes only. Any terms contained therein, other than amount and types of equipment ordered, time and place for delivery, price, and estimated Rental Period, shall be superseded and replaced by the terms and conditions of the Rental Agreement.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6TH and Pennsylvania Avenue, NW Washington, D.C. 20580.

Consent to obtain consumer credit report

The undersigned hereby consent(s) to EER's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or grantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) EER to obtain and utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as (an) individual(s) hereby consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC § 1681 et seq.

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V. Tax Requirements: (Tax Fees Will Be Charged If You Fail to Provide a Valid Certificate)

☐ All purchases are "TAXABLE" Tax Exempt: ☐ Yes ☐ No (If yes we need a valid Tax Exempt certificate)

VI. Insurance Options:

Property Insurance must be provided to show proof of coverage for rented or leased equipment with a limit high enough to cover all equipment rented from EER at any point in time, in order to avoid being charged optional Rental Protection Plan (RPP) on each rental contract.

VII. Additional Contact Information:

Project Manager

Cell Phone

Job Name

VIII. Applicant Signature:

Authorized Signature of Applicant

Date Signed _____

Printed Name of Applicant

Title of Applicant if a Corp. or
Other Legal Entity