



**CALGROVE
RENTALS**

Phone:(818)365-5800 456
Glenoaks Blvd. San
Fernando, CA 91340

CREDIT AGREEMENT

(No P.O.Box Addresses)

Name of Company _____

Billing Address _____

Telephone () _____ **Email** _____ **A/P Email**

Complete For Corporation

Name of Applicant _____

Principle Office of Corporation: _____

Date of Incorporation: _____ **State** _____

List Corporate Officers: _____ **Title:** _____

_____ **Title:** _____

_____ **Title:** _____

Complete For Partnership or LLC

Name and Address of Each Partner or Member:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Local References

Bank _____ **Branch** _____ **Acct** _____

Contact _____ **Phone** _____ _____

Business Creditors:

Name

Number

Email

(1) _____

(2) _____

(3) _____

(4) _____

The Above Applicant or the Authorized Representative of the Applicant Authorizes CALGROVE EQUIPMENT RENTALS, INC. To Contact the Above Credit References As Well As Other Sources Including But Not Limited to Credit Reporting Agencies to Obtain Credit Related Information.

Terms of Credit

1. Items Purchased On Credit Will Be Paid For Within Thirty (30) Days Of Receipt.
2. Items Purchased Will Remain The Property Of The Seller Who Shall Retain Title To The Items Until Paid For By The Buyer. Signature On This Agreement Indicates Grant Of Consent For The Seller To Recover Unpaid Funds For Property By Whatever Means Available.
3. Items Not Paid For Within Thirty (30) Days From Purchase Will Bear Interest At The Maximum Legal Rate From The Date Of Purchase
4. Should The Seller Employ Legal Counsel For The Purpose Of Assisting The Seller In Collecting Money From The Buyer, The Seller Shall Have A Right To Reasonable Attorney's Fees And Costs.
5. It Is Agreed That The Proper Jurisdiction And Venue For Any Court Action Or Arbitration Hearing Shall Be In The North Valley District Of The Los Angeles County Superior Court, California.
6. It Is Understood That This Application Contains Representations Upon Which The Seller Will Rely In Extending Credit, If The Credit Is Approved And Granted.
7. Unless The Buyer Submits To The Seller On The Buyer's Letterhead A List Of Persons Authorized To Charge By Registered Mail, All Of The Buyer's Employees And Partners Will Be Authorized Agents.
8. If Any Part Of This Agreement Is Unlawful, The Remainder Shall Remain In Full Force And Effect.
9. If Requested By Seller, The Buyer Will Provide All Information For The Seller To Process And Send California Preliminary Notices To Perfect Seller's Right To Lien, Stop Notice And Bond Rights.
10. The Person Or Persons Signing This Agreement Are The Personal Guarantor(s) And Payment Sureties Of The Applicant, Buyer.

Acceptance

I Make This Application To Obtain Credit And Agree To The Terms And Conditions Herein. In Warrant My Authority To Enter Into This Agreement.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Signature of Additional General Partners:

Signature: _____

Date: _____

Print Name: _____

Title: _____

Office Use Only

Account No. _____

Sales Rep _____

MASTER RENTAL AGREEMENT

This Master Rental Agreement ("Agreement") is entered into as of _____, 20__ by and between Cal Grove Rental Center (hereinafter referred to as "CAL GROVE"), and _____ (hereinafter referred to as "CUSTOMER"). The Terms and Conditions of CAL GROVE's Rental Agreement ("Rental Agreement") between CAL GROVE and CUSTOMER to which this Master Rental Agreement is attached are hereby incorporated by reference and are attached hereto as Exhibit "A". The terms, covenants and conditions set forth herein are intended to and shall have the same force and effect as if set forth at length in the Rental Agreement. To the extent that the provisions of this Master Rental Agreement are inconsistent with any provisions of the Rental Agreement, the provisions of the Rental Agreement shall supersede and control. All capitalized terms used but not defined herein shall be defined as set forth in the Rental Agreement attached hereto and incorporated herein by reference.

RECITALS

CAL GROVE owns certain rental equipment. CUSTOMER is desirous of renting from CAL GROVE the equipment ("Equipment") on the terms and conditions set forth in this Agreement.

AGREEMENT

Accordingly, CAL GROVE and CUSTOMER agree as follows:

CAL GROVE AND CUSTOMER WILL AGREE FROM TIME TO TIME AS TO THE RENTAL RATE FOR THE EQUIPMENT. THE RENTAL RATE (WHICH MAY BE DETERMINED BY ORAL OR WRITTEN AGREEMENT), WHICH AGREEMENT IS INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT THE TERMS OF A RENTAL AGREEMENT ARE DIRECTLY CONTRADICTED BY THIS MASTER RENTAL AGREEMENT, THE TERMS OF THE RENTAL AGREEMENT SHALL CONTROL OVER THE MASTER RENTAL AGREEMENT.

1. **Indemnity/Hold Harmless.** CUSTOMER WILL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE EQUIPMENT RENTED, ALONG WITH ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS CAL GROVE FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED.

2. **Assumption of Risk/Release-Discharge of Liability.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE CAL GROVE FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST CAL GROVE WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW, CAL GROVE FROM, AGAINST AND IN RESPECT OF ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, FINES, PENALTIES, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP, OR RENTAL OF THE EQUIPMENT, HOWEVER CAUSED.

3. **Operators.** No operators are furnished, directly or indirectly with the Equipment.

4. **Receipt/Inspection of Equipment.** CUSTOMER hires the Equipment on an "as is" basis. CUSTOMER acknowledges that it has, or will, personally inspect the Equipment prior to its use and finds it suitable for its needs. CUSTOMER acknowledges receipt of all items rented and that the Equipment is in good working order and repair and that CUSTOMER understands (without further instructions) its proper operation and use. CUSTOMER acknowledges that CAL GROVE has not inspected the Equipment and CUSTOMER agrees to fully inspect same prior to its use. CUSTOMER to provide any safety equipment required for use of Equipment.

5. **Possession/Title.** CUSTOMER'S right to possession of the Equipment commences upon Equipment leaving CAL GROVE and terminates on the agreed return date. Retention of possession after this date constitutes a material breach of this Agreement.

Time is of the essence of this Agreement. Any extension of the Agreement must be agreed upon in writing. Title to the Equipment is and shall remain in CAL GROVE. If the Equipment is not returned and/or levied upon for any reason whatsoever, CAL GROVE may retake said Equipment without further notice or legal process and use whatever force is reasonably necessary to do so. CUSTOMER hereby agrees to indemnify, defend and hold harmless CAL GROVE from any and all claims, costs, damages, losses, expenses, or fees arising from such retaking and/or levy. If Equipment is levied upon, CUSTOMER shall notify CAL GROVE immediately.

6. **Rental Period/Rate/Payment.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is agreed among the parties. Rental rates are based upon single shift usage (eight hours per day, five days per week). If CUSTOMER makes greater use of the Equipment,

it is agreed that the additional usage will be charged. Rental charges begin immediately upon Equipment leaving CAL GROVE. Rental charges end upon return of the Equipment to CAL GROVE in an acceptable condition (ie: in CAL GROVE's sole determination) or agreed termination date. No allowance will be made for Saturdays, Sundays, holidays, or time in transit, nor for any period of time the Equipment may not be in actual use while in CUSTOMER's possession. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum. CAL GROVE may terminate rental at anytime and retake the Equipment without further notice in case of violation by CUSTOMER of any terms or conditions of this Agreement. CUSTOMER agrees to pay any collection costs and attorney fees incurred in collection of this account or any dispute arising under this Agreement. CUSTOMER agrees to pay a monthly service charge on all unpaid balances. CUSTOMER agrees to pay CAL GROVE a fee for environmental compliance. CUSTOMER shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss of the equipment and the liability incurred prior to equipment's return to CAL GROVE.

7. **Ordinary Wear and Tear.** CUSTOMER shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to negligence; overturning; violation of law; overloading or exceeding rated capacities; breakage; improper use; failure to maintain; abuse; lack of cleaning; dirtying of Equipment by paint, mud, plaster, concrete, resin or any other material.

8. **Compliance with Laws/Use of Equipment.** CUSTOMER agrees not to use or allow anyone to use the Equipment for any illegal purpose or in any illegal manner or in an unsafe manner or in an unsafe condition. CUSTOMER agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the Equipment during the rental period. CUSTOMER further agrees to pay all licenses, fines, fees, permits, registrations or taxes arising from use of the Equipment, including any subsequently determined to be due. CUSTOMER acknowledges that CAL GROVE has not obtained environmental compliance for the Equipment and CUSTOMER shall be responsible for all costs and expenses relative thereto.

CUSTOMER shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the Equipment or use the Equipment. CUSTOMER shall not allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; permit any repairs to be made to the Equipment without CAL GROVE's prior written permission; or, allow a lien to be placed upon the Equipment.

CUSTOMER agrees to check filters, oil, fluid levels, air pressure, use, operation, maintenance, clean and visually inspect the Equipment at least daily and to immediately

discontinue use and notify CAL GROVE when Equipment is found to be in need of repair or maintenance or is not properly functioning. CUSTOMER acknowledges that CAL GROVE has not inspected the Equipment and has no responsibility to inspect the Equipment while it is in CUSTOMER's possession. CUSTOMER (at its sole cost and expense) agrees to provide all maintenance to Equipment while in its possession by qualified personnel.

9. **Return of Equipment.** CUSTOMER agrees to return to CAL GROVE the Equipment in as good condition as when received, ordinary wear and tear excepted by agreed return date. CUSTOMER shall be liable to pay for all damages to or loss to the Equipment (i.e.: at replacement cost) and liability incurred prior to Equipment's return to CAL GROVE. CUSTOMER shall be responsible for all costs incurred by CAL GROVE recovering and returning damaged Equipment to its premises. If Equipment is to be "picked-up" by CAL GROVE, CUSTOMER agrees to provide a secure storage location and CUSTOMER accepts all risk including damage to and liability relative to Equipment for a period of time until the Equipment is picked-up by CAL GROVE. CUSTOMER further agrees that the Terms and Conditions of this Agreement shall govern all future "delivery without signature" deliveries should CUSTOMER fail or be unable to sign the Rental Agreement at time of delivery.

10. **Disclaimer of Warranties.** CAL GROVE makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the Equipment is fit for CUSTOMER'S particular intended use, or that it is free of latent defects. CAL GROVE shall not be responsible to CUSTOMER or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the Equipment. CAL GROVE shall not be responsible for any defect or failure unknown to CAL GROVE. CUSTOMER'S sole remedy for any failure of or defect in the Equipment shall be termination of the rental charges at the time of failure provided that CUSTOMER notifies CAL GROVE immediately of such failure and returns the Equipment to CAL GROVE within twenty-four (24) hours of such failure.

11. **Purchase Orders.** The use of CUSTOMER'S purchase order number on this Agreement is for CUSTOMER'S convenience and identification only and CUSTOMER'S purchase order terms shall not bind CAL GROVE or supersede this Agreement.

12. **Location of Equipment.** CUSTOMER shall not move the Equipment from the address at which CUSTOMER represented it was to be used without the prior written notification of CAL GROVE.

13. **Default.** Should CUSTOMER in any way fail to observe or comply with any provision of this Agreement, CAL GROVE may, at its option terminate this Agreement, retake the Equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to CAL GROVE. Exercise of any

remedy available to CAL GROVE shall not constitute an election of remedies or a waiver of any additional remedies to which CAL GROVE may be entitled.

14. **Retaking of Equipment.** If for any reason it becomes necessary for CAL GROVE to retake the Equipment, CUSTOMER authorizes CAL GROVE to retake the Equipment without further notice or further legal process and agrees to indemnify, defend, and hold harmless CAL GROVE for liability or claims for damage or trespass arising out of the removal of the Equipment.

15. **Attorney Fees.** In the event an attorney is retained to enforce any provision of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

16. **Notice of Non-Waiver/Severability.** Any failure of CAL GROVE to insist upon strict performance by CUSTOMER as regards any provision of this Agreement shall not be interpreted as a waiver of CAL GROVE's right to demand strict compliance with all other provisions of this Agreement against CUSTOMER or any other party, nor shall such waiver be deemed to extend to any prior or subsequent failure to perform by CUSTOMER. The provisions of this Agreement shall be severable so that the unenforceability, invalidity, or waiver of any provision shall not effect any other provision.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of laws, rule, or provision that would cause the application of the domestic substantive laws of any other jurisdiction. The parties expressly and irrevocably agree and consent that any legal suit, action, or proceeding arising out of or relating to this Agreement may be instituted in any state, or federal court sitting in the county of LOS ANGELES, State of California, and by the execution and delivery of this Agreement, the parties expressly waive any objection which they may have now or hereafter to the venue of the jurisdiction in any such suit, action, or proceeding, and irrevocably submit generally and unconditionally to the jurisdiction of such courts in any such suit, action, or proceeding.

18. **Notices.** All notices and other communications required or permitted hereunder shall be in writing including any facsimile, transmission or similar writing, and may be given by any means selected by the sender. Each such notice or communication shall be effective (i) if sent by telecopy to the recipient's fax number given at the time of execution of this Agreement, when such telecopy is transmitted and the sender's telecopier confirms transmission, (ii) if sent by reputable overnight courier to the recipient's address given at the time of execution of this Agreement, one business day after being delivered to such courier, or, (iii) if sent by any other means, when actually received.

19. **Entire Agreement, Assignability, Etc.** This Agreement constitutes the entire Agreement, and supercedes all other prior agreements and understandings, both written and oral,

among the parties, or any of them, with respect to the transactions and matters contemplated hereby, and is not intended to confer upon any third parties any rights or remedies hereunder.

20. **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty, and covenant contained herein, will have independent significance. If any party breaches any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

21. **Delivery Authorization.** CUSTOMER authorizes and agrees that CAL GROVE may deliver Equipment at CUSTOMER'S job site and CUSTOMER acknowledges and agrees that if CUSTOMER is not present at time of delivery that CUSTOMER accepts the Equipment at time of delivery and CUSTOMER agrees to familiarize themselves with the Equipment and CUSTOMER specifically agrees to assume all responsibility for use, inspection, operation, operator training and familiarization of Equipment.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CAL GROVE

By: _____

CUSTOMER

By: _____

Signature