



120 Pioneer Avenue • Woodland, CA 95776  
 Phone (530) 662-1042 • Fax (530) 662-1358

## CREDIT APPLICATION

Customer or Company Name \_\_\_\_\_

dba or Trade Name \_\_\_\_\_

Physical Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Billing Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

**BUSINESS INFORMATION**       Corporation       LLC       Partnership       Proprietorship

Previous Business Name: \_\_\_\_\_

Have you ever filed for bankruptcy? \_\_\_\_\_

A/P Contact Name and email address: \_\_\_\_\_

If Partnership or LLC, List partners / members: \_\_\_\_\_

**SIGNATORY INFORMATION (AUTHORIZED AGENT)**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_

**BANKING INFORMATION**

Bank Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Checking Acct #: \_\_\_\_\_

**INSURANCE INFORMATION** \* Pioneer Machinery, Inc requires Property and General Liability Insurance Certificates from each customer. The policy needs to have the following requirements to be accepted. Policy Limit of \$1,000,000, the description of operations must state additional insured and loss payee as Pioneer Machinery, Inc. and the certificate holder must be Pioneer Machinery, Inc. Please email to [pepper@pioneeremch.com](mailto:pepper@pioneeremch.com).

Insurance Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**TRADE REFERENCES**

Name	City, State, Zip	Fax Number



The undersigned ("Customer") in consideration of PIONEER MACHINERY, INC. or any of its subsidiaries and affiliated entities or assigned ("PIONEER MACHINERY") 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 PIONEER MACHINERY are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of PIONEER MACHINERY rental contract, which are attached herein, including the release, indemnification and insurance provisions as stated in the ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made 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; (d) any terms in the Customer's acceptance, purchase order or other documentations 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 reference to Customer's purchase order number in any Rental Contract is for Customers convenience only). PIONEER MACHINERY shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract.

In making this Agreement upon which PIONEER MACHINERY will rely to extend commercial credit, I/We agree to PIONEER MACHINERY terms of payment as follows: NET DUE UPON RECEIPT on all accounts and service charge 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 PIONEER MACHINERY within fifteen (15) days of the receipt of the invoice/contracts are deemed correct and undisputed. At PIONEER MACHINERY'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, suit is brought hereon, or it is enforced through any judicial proceedings whatsoever, I/We agree (a) that PIONEER MACHINERY reserves the right to bring legal action in whatever jurisdiction PIONEER MACHINERY deems necessary, whose laws, at the option of PIONEER MACHINERY, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fee, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by PIONEER MACHINERY in exercising any of PIONEER MACHINERY'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 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 PIONEER MACHINERY 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 PIONEER MACHINERY and / or their representatives designees (and any assignee or potential assignee thereof), Customer information normally released to a perspective 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 PIONEER MACHINERY to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when PIONEER MACHINERY 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 and Title :** \_\_\_\_\_

**Authorized Officer's Signature:** \_\_\_\_\_

**Print Authorized Officer's Title:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

# RENTAL TERMS AND CONDITIONS

**PARTIES.** This Short Term Rental Agreement ("Agreement") is made by and between Pioneer Machinery Inc. ("PMI") and Customer described above.

**RENTAL PERIOD RATES.** Customer hereby hires and rents from PMI the equipment described above ("Equipment") with all accessories and attachments from the Start Date to the Expected Return Date at the Single Shift Rates. Single Shift Rates are charged for a maximum of the number of hours of use described above as Single Shift Hours. Customer shall pay the Hourly Rate described above for each hour of use in excess of the Single Shift Hours, and shall pay for all Additional Charges described above. Charges shall be based on the Meter Out, Start Date, Time Out and Meter described above. Customer shall pay PMI on demand a late payment charge equal to one and one-half percent (1.5%) per month on any amount past due. The rental period shall begin immediately upon delivery of the Equipment to the Jobsite or upon the Equipment leaving PMI, whichever occurs first, and end upon return of the Equipment to PMI in acceptable condition. The rental period shall include Saturdays, Sundays, holidays, and time in transit, even if the Equipment may not be in actual use while in Customer's possession. PMI may terminate the rental of the Equipment at any time and take possession of the Equipment without further notice in the event Customer violates any of the terms and conditions of this Agreement. Final charges are based upon the actual usage at the Single Shift Rates, plus the Hourly Rate for use of the Equipment in excess of the Single Shift Hours. All rates are to be paid at the offices of PMI or at such other place as PMI may from time to time designate. Applicable sales/use tax will be added to all R e - R ented equipment invoices. Maximum usage for single shift rates above: Daily/8hrs., Weekly/40hrs., Monthly/160 hrs. Overtime will be charged for any usage in excess of these amounts.

**INSURANCE.** Customer shall maintain in full force and effect property damage insurance covering the Equipment and the operation thereof, general public liability insurance protecting the parties thereto as their interests may appear, and workman's compensation insurance, in full compliance with all applicable laws at all times while this Agreement is in effect. Customer shall name PMI as the loss payee with respect to the proceeds from the property casualty insurance policy as it reflects PMI Equipment as well as name PMI as additional insured under said general public liability policy. Customer shall provide PMI with certificates or other evidence of such insurance.

**TAXES.** All licenses and taxes arising out of the possession, operation, and/or use of the Equipment, including but not limited to personal property tax, use tax and/or sales tax, shall be paid by Customer. Personal property taxes are assessed as of 12:01 a.m. on January 1 of each year.

**COMPLIANCE WITH LAWS/USE.** The Equipment shall not be used in violation of any federal, state or municipal statute, ordinance or regulation, and shall be used only in connection with the Customer's business. Customer shall keep the Equipment in Customer's physical possession and at the Jobsite during the full period Customer is renting the Equipment and provide reasonable security for the Equipment. Customer represents and warrants that the Equipment is not rented primarily for personal, family, or household purposes, and is intended for use in connection with a work of improvement at the Jobsite and will be actually used at the Jobsite.

**TITLE.** The Equipment is and shall remain the sole and exclusive property of PMI. Customer shall have no right, title, or interest therein, but only the right to use the Equipment upon the conditions herein contained. Customer shall not deface or remove any plates, numbers, decals, or other inscriptions now or hereafter affixed to the Equipment by PMI. Customer shall keep the Equipment free from all liens, claims and encumbrances and shall immediately notify PMI if the Equipment is levied upon. **ALTERATIONS.** Customer shall not undertake any alterations, modifications or repairs to the Equipment without prior written consent of PMI. Any accessories, parts or devices attached to or installed in the Equipment by Customer with the consent of PMI shall become the property of PMI and shall not be removed by Customer.

**INSPECTION.** Customer acknowledges the inspection and receipt of the Equipment and accepts the Equipment in its "AS IS" condition and understands its proper operation and use.

**OPERATORS.** No operators are furnished with the Equipment. Customer shall employ competent, qualified operators to maintain and operate the Equipment, who shall follow all operating and maintenance instructions and procedures. Only Customer, and with Customer's permission Customer's employees within the course and scope of their employment, Customer's immediate family members who permanently reside with Customer, and persons approved by PMI in writing may operate the Equipment. All operators must be 21 years of age or older, and have a valid operator's license with respect to the Equipment if required by law.

**MAINTENANCE.** Customer shall pay for all expenses of operation and maintenance of Equipment. All Equipment will be returned by Customer to PMI in as good condition as received, less 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 the 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 overturning, overloading or exceeding rated capacities; breakage; abuse; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, resin or any other material; damage to tires, tubes and/or track, and wearing parts such as cutting edges and bits, bucket teeth and/or ripper teeth. Customer shall pay PMI for damages not caused from ordinary wear and tear at PMI's standard rates, including parts and labor, or at the rates charged by any other repair shop selected by PMI should PMI elect to have the item repaired elsewhere. Customer shall, at least daily or more frequently as conditions warrant, check and maintain all fluid levels and air filters, including but not limited to motor oil, hydraulic oil, transmission fluid, power steering fluid, brake fluid, radiator fluid and water.

**DEFAULT.** If Customer fails to comply with the conditions and covenants in this Agreement, PMI shall have the right, but shall not be obligated, to: (a) Declare all sums immediately due and payable; (b) Proceed by appropriate court action to enforce this Agreement and to recover damages; (c) Demand that Customer deliver the Equipment forth with to PMI at Customer's expense at such place as PMI may designate; and (d) Without notice or liability or legal process, enter into any premises where the Equipment may be, and repossess the Equipment. Customer hereby expressly waives all further rights to possession of the Equipment and all claims or injuries suffered through or loss caused by such repossession, and shall indemnify, defend and hold PMI harmless from any and all claims or liability of third parties or otherwise relating to such repossession. Should any proceedings be instituted by or against Customer to enforce this Agreement, Customer shall pay PMI its attorney's fees and costs incurred in connection therewith.

**NON-WAIVER/AMENDMENTS.** Time is of the essence of this Agreement with respect to the performance thereof by Customer. The failure by PMI to enforce any provision hereof shall not constitute a waiver by PMI of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties. No amendment shall be binding unless in writing and signed by the parties.

**RISK OF LOSS.** All risk of loss, damage to or destruction of the Equipment shall at all times be on Customer. In the event the Equipment is lost, destroyed, or otherwise damaged during the rental term. Customer shall be obligated to pay PMI for the expense of repairs necessary to return the Equipment in as good condition as when received by Customer, accepting only ordinary wear and tear as defined above. Customer shall notify PMI immediately of any damage, loss, or destruction of the Equipment. Immediately upon loss, damage, or destruction of the Equipment, Customer shall return the Equipment to PMI and pay PMI all amounts due hereunder. Customer is responsible for physical custody and safe-keeping of Equipment for the greater of 48 hours or 2 business days after Equipment is called off rent or the termination of the rental period.

**INDEMNITY.** Customer shall take all necessary precautions regarding the Equipment and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD PMI FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, POSSESSION OR RENTAL OF THE EQUIPMENT OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF PMI. 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 RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE PMI FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH 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 PMI WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES.** NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE OR AUTHORIZED BY PMI WITH RESPECT TO THE EQUIPMENT AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY PMI. Customer acknowledges that it has selected the Equipment on the basis of its own judgment and expressly disclaims any reliance upon any statements or representations made by PMI. PMI shall not be responsible to Customer for loss of use of Equipment, loss of profits, or any other consequential damages.

**RETURN OF EQUIPMENT.** Customer's right to possession of the Equipment terminates on the Expected Return Date. WARNING: THE USE OF FALSE OR FICTITIOUS IDENTIFICATION TO OBTAIN THE EQUIPMENT OR THE FAILURE TO RETURN THE EQUIPMENT UPON THE EXPECTED RETURN DATE MAY BE CONSIDERED A THEFT, RESULTING IN CRIMINAL PROSECUTION. YOUR ATTENTION IS DIRECTED TO CALIFORNIA PENAL CODE SECTION 484 (RELATING TO THEFT), CALIFORNIA PENAL CODE SECTION 476(A) (RELATING TO BAD CHECKS) AND VEHICLE CODE SECTION 10855 (RELATING TO FAILURE TO RETURN LEASED OR RENTED VEHICLES UPON RENTAL AGREEMENT TERMINATION), OR ANY SIMILAR OR SUCCESSOR STATUTES.

**ACCEPTANCE.** This Agreement may be executed and delivered by facsimile. If this Agreement is not signed, Customer's payment and/or use of the Equipment shall be deemed as acceptance to all of the terms and conditions of this Agreement.