

RENTAL APPLICATION



Farrell Equipment & Supply Co., Inc.

EAU CLAIRE
715-835-4334
800-533-0909
1510 N. Hastings Way
Eau Claire, WI 54703

LA CROSSE
608-796-9300
888-533-0909
508 Monitor Street
La Crosse, WI 54603

MADISON
608-222-5372
888-533-7909
2300 Kilgust Road
Monona, WI 53713

ROCHESTER
507-252-0234
888-533-8909
1635 3rd Avenue S.E.
Rochester, MN 55904

WAUSAU
715-355-8300
800-933-5939
7405 Commerce Drive
Weston, WI 54476

INSTRUCTIONS

Note: FAILURE TO INCLUDE FAX NUMBERS FOR REFERENCES will result in application being returned without processing. Rental application processing could take up to 3 days or more according to how prompt your references respond. Please fill out the following credit application making sure to have the proper signatures on the second page and fax back to 715-835-4356. If you are tax-exempt, please enclose a tax-exempt certificate, without the form your purchases will include tax until we receive the tax-exempt form. If you have any questions please call us at 715-835-4334. Thank you for your assistance. This rental application is presented to you by the request of our representative:

FAX TO: 715-835-4356

or mail to: 1510 N. Hastings Way, Eau Claire, WI 54703

Customer Information:

(Check all that apply)
 Commercial Residential Other: _____

Company Legal Name: _____

Billing Address: _____ Physical Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

County: _____ County: _____

Business Phone: _____ Cell Phone: _____

Company Fax: _____ E-mail Address: _____

Nature of Business: _____ Requested Credit Line: \$ _____

Legal Status: Corporation Partnership LLC LLP Sole Proprietorship Other: _____ Years in business: _____

Fed Tax ID#: _____ Date of Incorporation: _____ State of Incorporation: _____

Taxable Status: Taxable Non-Taxable (attach copy of exemption certificate, otherwise sales tax will be charged). Do You Have A Current Account with Farrell Equipment & Supply: Yes No

Officers / Owners of Company:

1) Name: _____ Title: _____ Home Address: _____
 S.S. #: _____ Cell/Home Phone: _____ City/State/Zip: _____
 Date of Birth _____ Driver's License # _____ State Issued _____

2) Name: _____ Title: _____ Home Address: _____
 S.S. #: _____ Cell/Home Phone: _____ City/State/Zip: _____
 Date of Birth _____ Driver's License # _____ State Issued _____

3) Name: _____ Title: _____ Home Address: _____
 S.S. #: _____ Cell/Home Phone: _____ City/State/Zip: _____
 Date of Birth _____ Driver's License # _____ State Issued _____

Credit References (NO Banks, Material and Product Suppliers Only) - three references are required:

1) Name: _____ Address: _____
 Phone: _____ Fax: _____ City/State/Zip: _____

2) Name: _____ Address: _____
 Phone: _____ Fax: _____ City/State/Zip: _____

3) Name: _____ Address: _____
 Phone: _____ Fax: _____ City/State/Zip: _____

Account Preferences:

Do you require Purchase Orders: Yes No Do you require Job Numbers: Yes No

Persons authorized to purchase: _____

RENTAL AGREEMENT

The undersigned in consideration for the terms of rental herein and for the extension of credit by Farrell Equipment Rental, Inc. hereby agrees that the terms of rental are: **Net 30 days**, and further, that 1-1/2% per month service charge (18% per annum) will be added on any past due portion. In event of default in payment, and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee. The undersigned does hereby certify that the information contained is true and correct, and that no bankruptcy has been taken, nor any judgements are open, and further, agrees that any changes in ownership, officers, or form that the business operates as shall be made known to Farrell Equipment Rental, Inc.

The undersigned has read and agrees to the Rental Terms on Page 3 of this document.

The undersigned, as an inducement to grant credit, warrants that the information submitted is true and correct. You are authorized to investigate the credit references listed above.

Name _____ (Owner/ Officer) Title _____ Name _____ (Owner/ Officer) Title _____

Name _____ (Owner/ Officer) Title _____ Name _____ (Owner/ Officer) Title _____

INDIVIDUAL PERSONAL GUARANTEE

I _____ (individual), residing at _____, for and in consideration of your extending credit at my request to _____ (name of Company) of which I am _____ (title), hereby personally guarantee payment to Farrell Equipment Rental, Inc. in the state of Wisconsin any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that the guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

_____/_____/_____
Signature Date Witness



FAX TO: 715-835-4356

or mail to: 1510 N. Hastings Way, Eau Claire, WI 54703

Office Use Only
References Checked By: _____ Date Approved: _____ Date Letter Sent: ____/____/____
Credit App _____ Credit Ref _____ Credit Ln _____ Date _____ Store Code: EC LAX WA RO

RENTAL TERMS

1. **RENTAL PERIOD.** The Rental period shall be for the term herein created and continue for like rental periods until the equipment is returned to FARRELL EQUIPMENT RENTAL, INC. No deduction shall be made for time when the customer is not operating the machine. Rental contract could be changed from a rental to a purchase, it then must be paid for within thirty (30) days. Failing to make payment terms will result to reverting to the purchase to rental again and items must then be returned to Farrell Equipment Rental, Inc. Contract, if not renewed, will automatically renew for another term equal to the original rental term.
2. **RENTAL CHARGES.** The Customer shall pay rental for the entire rental period on each article of equipment named in the Description of Equipment, at the rate therein stipulated and in accordance with the following:
 - A. Monthly Rental: A month, for purposes of this agreement, shall be 28 days. The amount of the rent payable for any fraction of a month at the beginning or the end of the rental period, shall be the monthly (28 days) rental rate, prorated on the basis of a 28 day period.
 - B. Weekly Rental: A full week's rental will be charged for any fraction or portion of a week during which Customer has equipment covered by this agreement in its possession.
 - C. Daily Rental: Rental shall be paid for each calendar day in the month except Sundays and legal holidays, upon which the equipment is not operated.
 - D. Rental rates on all equipment are based on eight (8) hours per day, forty (40) hours per week, or one hundred sixty (160) hours per month, depending upon the rental period. Where the equipment is used up to twice the aforementioned usage during the rental period, the rental charge shall be one and one-half (1-1/2) times the rental rate. Where the equipment is used more than twice the normal usage, the rental rate will be two (2) times the rental rate on the reverse side.
3. **PAYMENTS DUE.** Customer shall pay FARRELL EQUIPMENT RENTAL, INC. for all rental charges in advance of each rental period and all sales charges upon receipt.
4. **FINANCE CHARGE.** A finance charge of one and one-half percent (1-1/2 %) per month will be charged on all overdue accounts. However, if the Customer is a consumer, the applicable interest rate shall automatically be reduced to the highest legal rate allowed by applicable law, but in no event, more than one and one-half percent (1-1/2 %) per month. There will be a service charge of \$25.00 for each returned check from the bank.
5. **INSPECTION.** Customer acknowledges that they had an opportunity to personally inspect the equipment and merchandise, and finds it suitable for its needs and is in good condition and they understand its proper use. Customer further acknowledges its duty to inspect the equipment prior to use and to immediately, in writing, notify FARRELL EQUIPMENT RENTAL, INC. of any defect or shortage. If Customer fails to notify FARRELL EQUIPMENT RENTAL, INC. in writing within three (3) days of receipt of the equipment or merchandise of any defect or shortage, the Customers claim for defect or shortage will be void.
6. **DELIVERY IN INSTALLMENTS.** FARRELL EQUIPMENT RENTAL, INC. reserves the right to make delivery in installments unless otherwise expressly stipulated herein. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of their obligation to accept remaining deliveries.
7. **OPERATION OF EQUIPMENT.** Customer represents they have used their skill and expertise in selecting the equipment and will operate the equipment only with qualified operators. Furthermore, the equipment will be operated only for legal purposes and shall not be operated when the equipment is in bad repair or is unsafe. Customer shall not permit any other person or employee to operate said equipment and shall give FARRELL EQUIPMENT RENTAL, INC. immediate written notice as to where the equipment is being used or stored upon the request of FARRELL EQUIPMENT RENTAL, INC. No equipment shall be sub-let by the Customer, nor shall Customer assign or transfer any interest in this Agreement without written consent from FARRELL EQUIPMENT RENTAL, INC.
8. **MAINTENANCE.** Customer, at his own cost and expense, will provide daily maintenance for the equipment including but not limited to fuel, grease, checking oil levels, and tire pressure. Customer shall be liable for any unusual wear and tear or damage, and all flat tires. All rental units must have oil and filters changed by the customer every 100 hours. FARRELL EQUIPMENT RENTAL, INC. will, at the Customers request, perform this service at its regular rates for field labor and material. Customer shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the property, and shall see that the property is not subjected to careless or needlessly rough usage.
9. **LOST, STOLEN, OR PROPERTY DAMAGED BEYOND REPAIR.** The Customer agrees to pay FARRELL EQUIPMENT RENTAL, INC. for any rented equipment which is lost, stolen, or damaged (beyond a point where it is economical to repair). The Customer shall pay FARRELL EQUIPMENT RENTAL, INC. an amount equal to the equipment's retail value at the time of loss plus any rent incurred to that date. The Customer shall be fully responsible for the equipment from the beginning of the rental until the equipment is actually received by FARRELL EQUIPMENT RENTAL, INC. Customer would also be subject to our service charges.
10. **TRANSPORTATION.** The rental period shall begin at the time when the equipment herein leased is loaded at FARRELL EQUIPMENT RENTAL, INC. warehouse and is to end when said equipment is properly returned to FARRELL EQUIPMENT RENTAL, INC. warehouse or to such other place as said Company shall in writing appoint. The Customer agrees to pay all transportation charges to the place of work and to return to FARRELL EQUIPMENT RENTAL, INC. warehouse, or to such other place as FARRELL EQUIPMENT RENTAL, INC. shall designate as foresaid, it being understood, however that the Customer shall be put to no greater expense in returning equipment than if equipment were returned to the place from which it was originally obtained, and agrees that all costs or expenses, which might be incurred by FARRELL EQUIPMENT RENTAL, INC. in returning said equipment at the expiration of the term herein granted by lapse of time or otherwise shall be considered as additional rent and shall be payable on demand. All risk of loss during transit shall be borne by the Customer.
11. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify FARRELL EQUIPMENT RENTAL, INC. immediately, who will replace the equipment with similar equipment in good working order, if available.
12. **OPTION.** The Customer shall have no option to purchase the equipment unless in writing and signed by FARRELL EQUIPMENT RENTAL, INC.
13. **TERMINATION.** Customer may terminate this Lease at any time by returning the equipment to FARRELL EQUIPMENT RENTAL, INC. FARRELL EQUIPMENT RENTAL, INC. may terminate the lease at any time by sending written notice to the Customer by regular mail, fax, or any other method of delivery. Upon sending said notice, the Lease shall be immediately terminated and Customer shall immediately return the equipment to FARRELL EQUIPMENT RENTAL, INC.
14. **INSURANCE.** The Customer shall, at its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name FARRELL EQUIPMENT RENTAL, INC. as a loss payee on such policy. Further, the Customer shall furnish to FARRELL EQUIPMENT RENTAL, INC. a certificate of insurance evidencing that such coverage is in effect and that such coverage shall not be changed or cancelled prior to giving FARRELL EQUIPMENT RENTAL, INC. ten (10) days notice of such change. Customer represents that it has in force a Liability Insurance Policy which covers the use, operation, transportation, and storage of the equipment.
15. **INDEMNITY.** Customer shall defend indemnity and hold harmless FARRELL EQUIPMENT RENTAL, INC. from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements, by reason of personal injury to any person or persons, or damage to any property arising out of the use, operation, transpiration, and storage of the equipment.
16. **TITLE.** Title to the equipment shall, at all times, rest with FARRELL EQUIPMENT RENTAL, INC. unless transferred to the Customer through a fully paid sale. The Customer shall give FARRELL EQUIPMENT RENTAL, INC. immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure.
17. **TAXES.** The Customer agrees to pay all taxes incurred in connection with the sale or rental of the equipment.
18. **REPOSESSION.** Upon failure to pay rent or other breach of this contract, FARRELL EQUIPMENT RENTAL, INC. may immediately terminate this contract and take possession of and remove the goods from wherever they are. FARRELL EQUIPMENT RENTAL, INC. and its agent shall not be liable for any claims for damage or trespassing arising out of the removal of the goods. Upon notice by FARRELL EQUIPMENT RENTAL, INC. the Customer shall return the equipment to the FARRELL EQUIPMENT RENTAL, INC. warehouse within two (2) days.
19. **COLLECTION COSTS AND GOVERNING LAW.** Customer agrees to pay all reasonable collection costs, attorney's fees, expert witness fees, bond fees, witness expenses, court fees and all other expenses involved in collection of the charges or enforcement of the rights of FARRELL EQUIPMENT RENTAL, INC. under this contract. Customer consents to jurisdiction and venue for the enforcement of any term of this lease with the Circuit Court of Eau Claire County, Wisconsin. Wisconsin law will apply to this transaction.
20. **SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.
21. **WARRANTY.** I understand and agree that FARRELL EQUIPMENT RENTAL, INC. makes NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE unless specifically provided herein or in writing signed by FARRELL EQUIPMENT RENTAL, INC. I hereby waive any claim for incidental or consequential damages.
22. **ENTIRE AGREEMENT.** This writing is the entire agreement between the parties and no oral representation by any employee of FARRELL EQUIPMENT RENTAL, INC. shall be binding upon it or enforceable. Only written agreements signed by the parties may modify or alter this agreement. There is no condition precedent or subsequent regarding this agreement.