



# Credit Application

**Payment Remit to Address:**

4605 Turner Rd SE  
Salem, OR 97317

phone 503-363-0906  
fax 503-485-0823

To Cascade Trench Safety, LLC ("CTS"): for the purpose of establishing credit with CTS, the undersigned Applicant furnishes the following information. Applicant represents and warrants said information is a true and correct statement of its financial condition.

<b>Branch Name</b>	<b>Salesman Name</b>
--------------------	----------------------

**"Applicant" Information**

Legal Company Name		Estimated \$ of Rental	
Bill to Address	Attn	City	State/Zip
Street Address		City	State/Zip
Telephone No	Fax No	Years in Business	
AP Contact Name	Email	Phone	Fax No
Business Type; (Corp., LP, LLC, Sole Prop.)		Contractor Lic. No / Tax ID	

**Owners/Officers**

Name	Title	SSN	Home Phone
Home address		City	State/Zip
Name	Title	SSN	Home Phone
Home Address		City	State/Zip
Name	Title	SSN	Home Phone
Home Address		City	State/Zip

**Industrial Credit References**

Company Name	Telephone No	Fax No
Company Name	Telephone No	Fax No
Company Name	Telephone No	Fax No
Company Name	Telephone No	Fax No

**Bank Reference**

Bank Name	Account No
Contact Name	Telephone No Fax No
Bank Name	Account No
Contact Name	Telephone No Fax No

**Information**


Include your:  **Company Certificate of Insurance (assure endorsements are included)**

**Tax Exempt Certificate** (if exempt from Sales & Use Taxes)

Notes:

<b>CTS use only: Date</b>	<b>Credit Manager</b>	<b>Account Number</b>	<b>Limit</b>
-------------------------------	-----------------------	-----------------------	--------------

**Miscellaneous**

1. All transactions between CTS and Applicant are subject to CTS's Terms and Conditions (which are part of this form). CTS reserves the right to change its Terms and Conditions at any time, which would apply to all transactions after CTS has given Applicant written notice of the new Terms and Conditions.

2. Applicant authorizes CTS to obtain credit reports and bank references for the purposes of determining the extension or continuation of credit to the Customer.

The undersigned warrants that all information is correct, has read, accepted and agrees to be bound by all of the terms set forth herein and in each rental contract entered into the by the undersigned or the Applicant's agents. The undersigned consents to CTS investigating the applicant's credit history and may utilize credit reporting services for information on the undersigned. Facsimile copies and electronic signed documents will be treated as originals.

The Federal Equal Credit Opportunity Act/Regulation B 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 of 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 credit is the Federal Trade Commission, Division of Credit Practices, 6<sup>th</sup> and Pennsylvania Avenue, NW Washington, D.C. 20580.

Signature

Company officer name and title	Date
--------------------------------	------

**Continuing Personal Guarantee and Consent to Obtain a Consumer Credit Report**

I, the undersigned individual, am either a principal of the Applicant or the Applicant's sole proprietor. Recognizing that my individual credit history may be a factor in the evaluation of the Applicant's credit history, I hereby consent to and authorize CTS to obtain and use my consumer credit report from time to time as may be needed for CTS's credit evaluation process.

In consideration of CTS extending commercial credit to Applicant, I hereby unconditionally guarantee Applicant's prompt payment and performance of its obligations due to CTS whether now existing or hereinafter made, and further agree to bind myself to pay on demand any sum which Applicant owes CTS whenever Applicant fails to timely pay the same. This guaranty shall be absolute, continuing and irrevocable. I waive presentment, demand, protest, notice of protest, dishonor, diligence, maturity, default or nonpayment, extending existing or future indebtedness, any modifications or renewals of any credit agreement and all setoffs and counterclaims. This guarantee may be terminated seven (7) days after my written termination notice (sent by certified mail, returned receipt requested) is received by CTS. The termination shall not affect any Applicant transactions that were entered into prior to the termination date.

If CTS must enforce this guarantee, I agree to pay its collection costs (such as collection agency costs, attorneys' fees, court costs, etc.) through all judicial proceedings. CTS reserves the right to bring legal action in whatever jurisdiction it deems necessary.

Signature of applicant	Printed Name	Date
Signature of applicant	Printed Name	Date
Signature of applicant	Printed Name	Date

## TERMS AND CONDITIONS OF EQUIPMENT RENTAL OR PURCHASE

- 1. Introduction.** This agreement (Agreement) has been drafted so it can apply to both lease and purchase equipment transactions. All references to "rental equipment" refer only to equipment that is being leased. All references to "purchased equipment" refer only to equipment that is being purchased. All references to "equipment" refer to rental equipment and/or purchased equipment. All sections relate to rental equipment and the following sections relate to purchased equipment: Sections 1 through 4, 10, 17 thru 18 and 21 thru 24.
- 2. Agreement to Lease or Purchase.** Cascade Trench Safety, LLC (CTS) agrees to lease or sell the equipment (Equipment) and the lessee or purchaser (Lessee or Purchaser, whichever applies) agrees to lease or purchase the Equipment pursuant to these terms and conditions and any other terms and conditions set forth on the reverse side hereof.
- 3. Rental or Purchase Price.** The rental price is set forth on reverse side hereof. The Equipment purchase price is set forth in the related Sales Quote. The prices do not include taxes.
- 4. Inspection of Equipment.** Prior to using the Equipment, Lessee or Purchaser shall inspect the Equipment for defects and shall immediately notify CTS of any identified defects.
- 5. Location of Rental Equipment.** Rental Equipment shall: (a) be used solely in Lessee's business; (b) be kept only at Lessee's place of business or on job sites shown on the reverse side hereof; and (c) shall not be moved without CTS's prior written consent.
- 6. Lessee's Operation and Use of Rental Equipment.** Lessee shall: (a) place a competent operator in charge of the rental Equipment; (b) operate it according to standard industry practices and all regulatory laws; and (c) operate it at Lessee's own risk. Rental Equipment shall be used: (a) only for purposes specified by its manufacturer; (b) within its rated capacity; and (c) by careful and competent personnel knowledgeable in its proper use and application. Lessee shall not alter rental Equipment nor use other attachments, features, or devices on or with it.
- 7. Accident, Disablement, Failure of Rental Equipment.** Lessee shall immediately notify CTS of any accident, disablement or failure involving rental Equipment, and promptly furnish CTS in writing all information required by CTS for the incident.
- 8. CTS Inspection of Rental Equipment.** CTS shall have the right to enter the premises where rental Equipment is located and Lessee shall give CTS free access and the necessary services and facilities for safe and easy inspection.
- 9. Return of Rental Equipment.** Upon termination of this Agreement, Lessee shall promptly return the rental Equipment to CTS at the location from which it was obtained, in as good condition as when it was received, less ordinary wear and tear.
- 10. Payment Terms.** Payment for rental Equipment is due 30 days from the invoice date. Payment for purchased Equipment shall be made at the time it is delivered. CTS may place Lessee's account on hold or a cash basis only status. All payments with a credit card shall incur a four percent (4%) surcharge to cover CTS's related costs. A late fee of 1.5% per month will be assessed for overdue invoices.
- 11. Subleasing.** Lessee shall not sublet rental Equipment. CTS may immediately terminate this Agreement for a breach or attempt to breach this Section.
- 12. Lessee's Service of Rental Equipment.** Lessee shall perform and incur all costs for all normal preventative maintenance, adjustments and lubrication of rental Equipment. If rental Equipment fails to operate properly, Lessee shall immediately cease using it and notify CTS of the failure.
- 13. Loss and Damage of Rental Equipment.** Lessee is responsible for rental Equipment safekeeping until CTS retakes possession. Lessee shall be responsible for all loss or damage to the rental Equipment from any cause (except normal wear and tear), including, but not limited to, negligence, intention misuse, fire, theft, comprehensive losses, collision and upset, act of God, etc. Lessee shall promptly pay CTS upon receipt of the invoice for such damages or loss.
- 14. Lessee's Insurance.** Prior to CTS's release of rental Equipment, Lessee shall provide CTS a current Certificate of Insurance evidencing the following minimum coverages: (a) commercial general liability of at least \$1 million per occurrence & \$2 million in the aggregate including products and completed operations with CTS as an additional insured on a primary and contributory basis; (b) casualty coverage for any damage to or loss of rental Equipment for its full replacement value with CTS listed as the loss payee; (c) statutory required workers' compensation coverage; (d) coverage shall not be rescinded, impaired, or invalidated by any Lessee act or neglect; (e) insurer's waiver of its subrogation rights against CTS and its members, employees and agents; (f) CTS shall be sent written notice (at least 30 days in advance) of cancellation, non-renewal, or material change; and (g) listing the expiration dates, coverage limits, and deductibles;. Lessee's failure to maintain the above coverages shall be a material breach and is cause for immediate termination of this Agreement by CTS.
- 15. Title to the Equipment.** Title to rental Equipment is and shall remain vested only in CTS. Lessee shall not permit any liens or encumbrances to be attached to the rental Equipment. If it does: (a) it shall defend, indemnify and hold CTS harmless from all loss, liability and expense by reason thereof; and (b) this Agreement is immediately terminated. For purchased Equipment, CTS warrants that it is conveying good and marketable title to the purchased Equipment and that it is not subject to any liens, levies or encumbrances.
- 16. Lessee's Indemnification of CTS.** To the fullest extent allowed by law, Lessee agrees to defend, indemnify and hold CTS harmless against all claims, liabilities, demands, suits, judgments, and associated expenses (including reasonable attorneys' and/or experts' fees), which CTS may incur, become responsible for or pay out as a result of: (a) death or personal injury or property destruction or damage arising from the Lessee's failure to properly operate, monitor, maintain, handle or transport the rental Equipment; or (b) economic loss (loss of use, business interruption or extra expense) arising before CTS retakes possession of the rental Equipment. This Section shall survive termination or expiration of this Agreement.
- 17. Warranty.** TO THE FULLEST EXTENT ALLOWED BY LAW, CTS MAKES NO WARRANTIES REGARDING THE RENTAL OR PURCHASED EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. FOR PURCHASED EQUIPMENT, PURCHASER ACKNOWLEDGES THAT ANY WARRANTIES SHALL BE PROVIDED SOLELY BY THE MANUFACTURER OF THE PURCHASED EQUIPMENT.
- 18. Limitation of Remedies.** TO THE FULLEST EXTENT ALLOWED BY LAW, CTS'S SOLE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE RENTAL FEES OR PURCHASE PRICE PAID BY THE LESSEE OR PURCHASER. CTS SHALL NOT BE LIABLE FOR THE LOSS OF PROFITS OR BUSINESS OR OTHER DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL.
- 19. Default for Rental Equipment.** In the event Lessee breaches any provision of this Agreement, CTS may, without notice or demand, take immediate possession of the rental Equipment, including the right to enter Lessee's property to take possession. Lessee expressly waives all damages or loss, if any, arising from CTS's retaking possession of the Equipment. Lessee shall pay CTS's reasonable attorneys' fees incurred to take possession of the rental Equipment.
- 20. Assignment.** CTS's rights, title and interest in and to this Agreement and the rental Equipment may be transferred and assigned by CTS without notice, including as collateral for any indebtedness of CTS. Lessee or Purchaser may not assign this Agreement to any party – and, any attempt to do so will immediately terminate this Agreement.
- 21. Purchase Orders.** All purchase orders issued to CTS shall be deemed an acceptance of these terms and conditions (which supersede any conflicting terms or conditions set forth in the purchase order).
- 22. Notices.** All notices under this Agreement shall be in writing and delivered to CTS at its Corporate Headquarters and to Lessee or Purchaser at the "Bill To" address on the reverse side hereto.
- 23. Disputes.** If any dispute arises under this Agreement, it shall be resolved by arbitration under the AAA Commercial Rules. Each Party is entitled to seek temporary or preliminary injunctive relief to prevent irreparable injury from a breach of this Agreement. The prevailing party shall be entitled to recover all costs and expenses (including reasonable attorneys' fees) arising from mediation, arbitration, trial, appellate and enforcement proceedings.
- 24. Miscellaneous.** This Agreement: (a) is intended by the parties as the final and complete expression of their agreement, and any prior or contemporaneous agreements, oral or written, which may contradict, explain or supplement these terms shall be ineffective and inadmissible; (b) if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (c) is binding upon and inures to the benefit of the parties and their successors and permitted assigns; (d) may not be amended or modified except by a writing signed by the parties; (e) shall be governed and construed in accordance with the laws of the State of Washington; (f) shall be interpreted in a neutral manner with no rule of construction or interpretation applying against a party because this Agreement was drafted by that party; (g) may be signed in counterparts; and (h) counterpart signatures transmitted by facsimile or electronic file are permitted.