

*Celebrating 100 Years of Service to the Underground Construction Industry*

# CREDIT APPLICATION

Date: \_\_\_\_\_ New Customer Application      Credit Update

## PART 1 – APPLICANT INFORMATION

Full Legal Name (Individual or Company) \_\_\_\_\_

DBA / Trade Name(s) \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Business Fax Number \_\_\_\_\_

## PART 2 – BUSINESS INFORMATION

Date Established \_\_\_\_\_ *If less than 5 years, personal guarantee is required*

Business Type:  Corporation  Proprietorship  Partnership  Government  LLC  Joint Venture

Contractor License # \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Are you tax exempt?  YES  NO (if yes, attach exemption certification)

## PART 3 – ACCOUNTING INFORMATION & REQUIREMENTS

AP Contact: Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

How do you prefer invoices and statements?  Mail  Email \_\_\_\_\_

Do you require Job Numbers / Names?  YES  NO      Do you require Purchase Orders?  YES  NO

Is RENTAL activity on your account limited to specific individuals or amounts? If yes, please list.  YES  NO

Are PURCHASES on your account limited to specific individuals or amounts? If yes, please list.  YES  NO

Date: \_\_\_\_\_

### OFFICE USE ONLY

\_\_\_\_ Approved for Open Account (AR)

Credit Limit: \_\_\_\_\_

\_\_\_\_ Approved for Credit Card Account (AC)

Approved By: \_\_\_\_\_

\_\_\_\_ Approved for COD Account (CA)

Special Terms/Notes: \_\_\_\_\_

**PART 4 – OWNERSHIP INFORMATION**

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security Number \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Owner Cell Phone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security Number \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Owner Cell Phone \_\_\_\_\_

**PART 5 – BANKING INFORMATION**

Bank Name \_\_\_\_\_ Checking Account # \_\_\_\_\_

Branch Phone \_\_\_\_\_ Branch Contact Name \_\_\_\_\_

Branch Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

**PART 6 – COMMERCIAL TRADE REFERENCES** *(give only companies you currently buy from on open account)*

Acct. # \_\_\_\_\_ Vendor/Supplier \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email / Fax \_\_\_\_\_

Acct. # \_\_\_\_\_ Vendor/Supplier \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email / Fax \_\_\_\_\_

Acct. # \_\_\_\_\_ Vendor/Supplier \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email / Fax \_\_\_\_\_

Acct. # \_\_\_\_\_ Vendor/Supplier \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email / Fax \_\_\_\_\_

**PART 7 – AGREEMENT AND ACKNOWLEDGEMENT OF TERMS & CONDITIONS**

The undersigned (“Customer”) in consideration of Stemar Equipment & Supply Company, Inc. (“Stemar”) extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchase/rentals made by Customer from Stemar are subject to the terms and conditions contained herein; (b) Customer has received, read, understands, and accepts all of the terms and conditions of Stemar’s rental contract, which are on the reverse side of each and every rental contract and available in writing, upon request, (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to the Customer, whether or not Customer executes each Rental Contract and (d) any terms in the Customer’s acceptance, purchase order or other documentation 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 or reference to Customer’s purchase order or purchase order number in any

Rental Contract is for Customer's convenience only.) Stemar shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract.

In making this Agreement upon which Stemar will rely to extend commercial credit, I/We agree to Stemar's terms of payment as follows: **NET 30 DAYS** on all accounts and service charges of 1.5% per month (18% per annum) or the maximum amount permitted by applicable state law on all invoices/contracts not paid when due. Any disputed invoices must be brought to the attention of Stemar within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Stemar's discretion, any account with a delinquent balance may be placed on a cash basis, rented equipment picked up without notice, and future rentals requiring a deposit. 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 proceeding whatsoever, I/We agree to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Stemar in exercising any of Stemar's rights and remedies.

The individual executing this Agreement below warrants that (i) s/he/they 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 parts of the Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. I/We authorize Stemar to run a full investigation of your credit history including, but not limited to, obtaining a consumer credit report.

**Authorized Signer must be a principal with the company.**

\_\_\_\_\_  
Print Authorized Signer's Name

\_\_\_\_\_  
Print Authorized Signer's Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**PART 8 – PERSONAL GUARANTEE**

In consideration of Stemar agreeing to extending credit at my/our request to the Customer named above I/we, the Undersigned (hereinafter "Guarantors"), jointly and severally, hereby personally guarantee payment of any and all amounts as may be owed to Stemar by Customer, whether or not such amounts exceed stated credit limits, as well as all the legal fees and expenses incurred in connection therewith. This shall be a continuing unconditional personal guarantee and obligates me/us with and to the same extent as Customer, and these obligations shall be binding on heirs, administrators, successors and assigns of the undersigned Guarantors. In the event Stemar, for any reason (including but not limited to bankruptcy preferences) is required to repay or disgorge any amounts received by it from Customer, then the liability of Guarantors under this Guarantee, with respect to such amounts, shall be reinstated. The undersigned Guarantors expressly waive notice of acceptance of this Guarantee and promptness, presentment, demand, protest, and notice of dishonor of the obligations hereby guaranteed. I/We authorize Stemar to obtain any personal credit information about the Guarantors from any source, including credit reporting agencies or bureaus. This Guarantee shall continue in effect until the Guarantors have notified Stemar in writing of its cancellation. Revocation shall, however, in no way terminate or otherwise affect any obligation hereunder of the Guarantors existing on or prior to the effective date of such revocation, or arising after such revocation with respect to transactions between Stemar and Customer commenced prior to such effective date even though consummated thereafter, including without limitation, accrued interest, late payment penalties and costs of collection, including reasonable attorney fees. Such notice must be sent via certified mail/return receipt requested to Stemar at 353 S. Central Ave, Los Angeles, CA 90013.

Print Guarantor's Name \_\_\_\_\_

Print Guarantor's Name \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_

Residential Address \_\_\_\_\_

Residential Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ SSN \_\_\_\_\_

City/State/Zip \_\_\_\_\_ SSN \_\_\_\_\_

Print Witness Name \_\_\_\_\_

Print Witness Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_

# Terms and Conditions

For the purpose of this Rental Agreement Rental Center "Stemar Equipment & Supply Company, Inc." shall mean Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, assigns, family members and/or employees.

In consideration of hiring of the rental equipment (herein "the rental equipment or equipment") described on the front of this Agreement it is agreed as follows:

**1. INDEMNITY/HOLD HARMLESS.** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENTER 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, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CENTER.

**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 CENTER 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 CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**3. OPERATORS.** No operators are furnished, directly or indirectly with our equipment.

**4. RECEIPT/INSPECTION OF EQUIPMENT.** Customer hires the equipment on an "as is, where is, with all faults" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for customer's needs. Customer acknowledges receipt of all items listed in this Agreement 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 the equipment was received with all manuals and hazard/warning "stickers" required under the law.

**5. POSSESSION/TITLE.** Customer's right to possession of the equipment begins upon equipment leaving Center and terminates when the equipment is returned to the Center or if the Center ends the rental agreement which the Center may do at any time for any reason. Retention of possession after the Center ends the rental agreement constitutes a material breach of this Agreement.

Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the equipment is and shall remain in Center. Customer hereby agrees to indemnify, defend and hold Center harmless from any and all claims and costs arising from any retaking and/or levy. If equipment is levied upon, Customer shall notify Center immediately. Center will utilize its reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer; accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations.

**6. RENTAL PERIOD/RATE/PAYMENT.** Rental charges begin immediately upon equipment leaving Center. Customer understands that monthly rental invoices will be issued every four weeks for equipment that is kept for extended periods of time. Rental charges end upon return of the equipment to Center in an acceptable condition. 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. 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. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Center may terminate rental at any time 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 a monthly service charge on all unpaid balances. Customer agrees to pay Center a fee (which may go to Center's general revenue and be utilized by Center to pay its environmental expenses and costs of compliance with environmental laws) for environmental compliance. Customer agrees not to use equipment in violation of environmental laws.

**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 rental equipment caused by ordinary, reasonable and proper use of the equipment. Customer responsible for all tire damage. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. A cleaning charge will be made on equipment returned unclean.

**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. Customer agrees at his sole cost and expense to comply with all local, municipal, county, state and federal laws, ordinances and regulations and ANSI standards 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 his use of the equipment, including any subsequently determined to be due.

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 the equipment without Center's prior written permission; or, allow a lien to be placed upon the equipment.

Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify Center when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that Center has no responsibility to inspect the equipment while it is in Customer's possession.

**9. RETURN OF EQUIPMENT.** Customer agrees to return to Center the equipment in as good condition and repair as when received. Customer shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss to the equipment and liability incurred prior to equipment's return to Center. Customer shall be responsible for all costs incurred by Center recovering and returning damaged equipment to Center's premises. If equipment is to be "picked-up" by Center, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment until the equipment is picked-up by Center.

**10. DISCLAIMER OF WARRANTIES.** Center 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. Center 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. Center shall not be responsible for any defect or failure unknown to the Center. 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 Center immediately and in writing of such failure and returns the equipment to Center 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 does not bind Center.

**12. SUBLETTING.** Customer agrees not to sublet, loan or assign the equipment.

**13. DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Agreement, Center may, at its sole 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 Center. Exercise of any remedy available to Center shall not constitute an election of remedies or a waiver of any additional remedies to which Center may be entitled.

**14. RETAKING OF EQUIPMENT.** If for any reason it becomes necessary for Center to retake the equipment, Customer authorizes Center to retake the equipment without further notice or further legal process and agrees that Center shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

**15. LEGAL FEES.** In the event an attorney is retained to enforce any provision (including collection costs) 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 Center to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of Center's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. 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. INSURANCE.** Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish Center with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Center as an additional insured.

**18. MISCELLANEOUS.**

A. This Agreement may be executed or delivered by facsimile or e-mail. If this Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Agreement and agrees to all of the terms and conditions of such Agreement.

B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.

C. Customer authorizes and instructs Center to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.

D. Customer authorizes Center to submit all Customer charges to Customer's credit card account.

E. WARNING: THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).

F. Customer acknowledges that it is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the engine is equipped with a spark arrester.

G. Customer responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts and Silica dust requirements. Customer responsible for all requirements of State Air Resources Board and local Air Quality Management Districts including, but not limited to recordkeeping, providing notification of use, permits and registrations.

H. Customer is fully aware and acknowledges that the terms and conditions of this Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Agreement at time of delivery.

I. Customer responsible for any damages due to digging, disturbing soil or earth, staking, post hole digging, augering, etc. Customer responsible for identifying and disclosing to Center all underground obstacles. Center not responsible for damage to above or below ground obstacles.

J. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

K. Customer waives any rights and/or claims to property "left with equipment" and instructs Center to "turn-over" such property (within a reasonable period of time and without duty of Center to inspect, protect or inventory such property) to the police department of the city where Center is located.

L. Customer instructs Center to deliver equipment to address at which Customer represented it will be used and to leave such equipment at such location even if Customer is not present and Customer shall be solely responsible for such equipment pursuant to the terms and conditions of this Agreement.

M. Customer agrees to be bound by the terms and conditions of this Agreement for all future deliveries and authorizes Customer's agent's signature of Agreement.

N. Customer is responsible for any and all permits that may be required.

Revision 6/19/2019

Submit Credit Applications to: [AR@STEMARINC.COM](mailto:AR@STEMARINC.COM), FAX: (213) 625-0826, or MAIL: 353 S. Central Ave, Los Angeles, CA 90013