



Application for Credit Account & Rental Agreement

Date: _____
Sales Rep: _____

Main Office - HOLLYWOOD: 3300 N. 28th Terrace, Hollywood, FL 33020

Complete Name of Firm: _____

Name of Parent and/or Subsidiary Company (s): _____

Street Address: _____ City: _____ State: ___ Zip: _____

Mailing Address: _____ City: _____ State: ___ Zip: _____

Business Contact: _____ Business Phone#: _____ Cell #: _____

Email: _____ EIN # _____

What is Your Average Annual Rentals \$ _____ Credit Limit Requested: _____

A/P Contact: _____ A/P Phone/Ext _____ A/PEmail _____

Type of Business: _____ Years @ Present Address: ___ Date Business Formed: _____

Type of Organization: ___ Proprietorship; ___ Partnership; ___ Corporation; ___ LLC In the State of: _____

Please Complete the Following Regarding **All Owners, Partners, Officers, Members, or Interested Parties:**

Name	Title	Home Address	City	Zip	Cell Phone	Email
1) _____	_____	_____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____	_____	_____

Credit References: Give Only Accounts Whom You Buy from On An Open Account Basis

Company Name	Address	Phone #	Email Address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Bank Information: Name of Bank: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone #: _____ Account #: _____ Contact: _____

Please Check Off the Following That Would Apply to Your Company and Include with This Application:

- Resale Certificate/Tax Exempt Certificate Certificate of Insurance*
 PO Numbers Required Job Numbers Required Names of Personnel That Can Order

* Required if your company plans to rent equipment from us. Insurance must include the following: **A-** General Liability Coverage, **B-** Compensation Coverage, **C-** Floater for "Contractors Equipment Rented from Others" (minimum \$100,000), **D-** Updated Annually, **E-** Notice of Cancellation

***** PLEASE READ AND SIGN REVERSE SIDE *****

Blanket Product Lease & Credit Agreement

Between Durante Equipment, a Delaware Limited Liability Company, herein also referred to as Lessor/Seller, and the Company/
individual _____ herein referred to as the Lessee/Buyer;

1. The Lessor hereby leases to the Lessee, and hereby Leases from the Lessor, any products, subject to the terms and conditions set forth herein;
2. The daily, weekly and monthly rate will be based on maximum usage of eight (8) hours per day; forty (40) hours per week; or one hundred sixty (160) hours per month; all use in excess thereof, and all transportation, fuel and damage charges shall be paid by lessee in addition to the aforementioned rental. Monthly rentals are calculated as 4 weeks or 28 days;
3. The lease period shall begin on the date the products are in possession of the lessee, unless otherwise specified by Lessor, and shall continue until products are returned to the possession of the Lessor. All units must be called off rent by Lessee when finished. Lessor does not "automatically" schedule any pickups;
4. The Lessee shall furnish, at the Lessee's own expense, all fuel, lubricants, etc., and shall employ competent and experienced operators and maintenance people to protect, operate, maintain, load and unload the said products under all conditions, and shall be responsible for any and all loss or damage thereto occasioned thereby;
5. It is expressly understood and agreed that this agreement constitutes a contract of leasing and that title to product covered hereby remains with Lessor, and that the lessee has acquired no right, title, or interest in said product, except the right to use the same under the terms and conditions hereof;
6. Lessee agrees to pay the rental due, and to grow due hereunder: Daily, if on a daily basis; weekly if on a weekly basis; and/ or monthly if on monthly basis, upon receipt of the Lessor's invoice and to pay any other sums due or to grow due hereunder, monthly immediately upon receipt of Lessor's invoice covering the same;
7. The Lessee agrees to maintain the product at the Lessee's own expense, except for normal wear and tear ,and in the case of a failure agrees not to operate or permit said product to be operated by another until the Lessor has been notified in writing;
8. The Lessor/Seller shall not be liable for delays caused by strikes, breakdowns, or conditions beyond its control, nor for unauthorized repairs or parts for said products;
9. The Lessor/Seller shall have the right and be permitted to remove its product at any time in the event that the Lessee/Buyer shall fail or refuse to comply with all provisions, terms or conditions of this agreement;
10. The products will be examined by the Lessee and found to be in first class condition at the time of acceptance, unless otherwise noted by the Lessor, and the lessee agrees to return said product to the Lessor in like conditions; All returns are subject to a shop inspection which may be carried out post return and after customer has signed a return ticket;
11. The Lessee is required to carry adequate insurance coverage at their own expense for the product leased and shall keep on file with the Lessor current and valid Certificate of insurance naming the Leaser as loss payee;
12. The Lessee/Buyer assumes all liability and holds the Lessor/Seller harmless as to all personal injury, negligence, loss, property damage, accident, and product liability claims in relation to items leased, sold, repaired or handled by the Lessor/Seller;
13. The Lessee/Buyer will be invoiced and required to pay for the loss of product leased or purchased on credit extended by the Lessor/Seller. Whether through theft, negligence, misuse or any other means, the items(s) shall be invoiced at the current list/retail cost so designated by the Lessor/Sellor upon report of the loss, with payment due immediately upon receipt of the invoice by the Lessee/Buyer
14. Any legal action arising shall have venue placed into the State of Florida, Broward County;
15. The Principals of the Lessee/Buyer shall personally stand as guarantor of payment in the event of default or bankruptcy on any credit extended by the Lessor/Seller for any and all monies due and owing;
16. If the Lessee/Buyer defaults or claims bankruptcy, the unpaid balance will be turned over for collection, at which time the Principals of the Lessee/Buyer will then also stand as guarantors of payment on all monies due, and for accrued interest at the rate 1 ½% per month on the unpaid balance, attorney/collection fees of 30% on the unpaid balance, and any additional collections costs or fees;
17. All terms and conditions of this agreement are contained herein and no warranty or guarantee not herein specifically contained in writing concerning said product shall be binding upon Lessor/Sellor, unless in writing from an officer of Durante Equipment.

/We Certify that all information on this form is correct, and fully understand the above Blanket Lease and Credit Agreement. /We agree to the proper payment in consideration of extended credit, and shall continue to remain liable for all unpaid balances. The undersigned Corporate Officer, Partner, Member or Individual has full authority of the Individual, Corporation, LLC Partnership or Sole Proprietorship to bind it to this agreement.

******* Signature Required *******

Company/ Individual Name _____

Officer's Signature: _____ Date: _____

Signed By: _____ Title: _____