



APPLICATION FOR CREDIT

FIRM NAME:	CONTRACTORS LICENSE NO./STATE:	
STREET ADDRESS:		
BILLING ADDRESS:		
PHONE NO.	FAX NO.	E-MAIL:
TYPE OF BUSINESS: (CHECK THE APPROPRIATE BOX)		
Proprietorship: ___ Corporation: ___ Partnership: ___		Year Established: _____
CONTACTS:		
Dispatch: _____		Acct. Payable: _____ Insurance: _____
DO YOU REQUIRE A PURCHASE ORDER/JOB NUMBER?		YES NO

OWNERS (IF APPLICANT IS A SOLE PROPRIETOR, PARTNERSHIP/LIMITED LIABILITY CO., OFFICERS IF CORPORATION)				
NAME:	TITLE:	SSN#	HOME TELEPHONE NO.	CELL NO.
NAME:	TITLE:	SSN#	HOME TELEPHONE NO.	CELL NO.
NAME:	TITLE:	SSN#	HOME TELEPHONE NO.	CELL NO.

BONDING COMPANY: Address:	Phone: Contact:
INSURANCE COMPANY: Address:	Phone: Contact:
BANK NAME: Address:	Acct #: Phone: Contact:
TRADE REFERENCES:	
NAME:	Phone:
Address:	Fax No.:
Name:	Phone:
Address:	Fax No.:
Name:	Phone:
Address:	Fax No.:
<small>HAS APPLICANT OR ANY OWNERS, PRINCIPALS, PARTNERS, OFFICERS OR DIRECTORS EVER FILED A VOLUNTARY PETITION IN BANKRUPTCY, BEEN ADJUDGED BANKRUPT, OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?</small> Check "YES" or "NO". IF "YES" PLEASE EXPLAIN:	

"Dedicated to Customer Service"

OPEN ACCOUNT CREDIT TERMS

1. This is an application to open an account to rent equipment both operated and bare from time to time on the general terms and conditions attached. Each customer for which equipment is supplied shall be assigned a Savala Equipment Company, Inc. and/or Villa Park Leasing Corp. account number.
2. Our dispatcher must be notified of any cancellations of orders by 4:00pm the day prior to scheduled equipment rental. If notification is not received by 4:00pm, customer will be responsible for all move-on and move-off charges of machinery.
3. Applicant and guarantor(s) agree to exclusive venue and jurisdiction of any State Court in the County of Orange regarding any matter arising under this agreement. This is a continuing guaranty. Applicant and guarantor agree to give written notice of any change in the principals, name or legal identity of Applicant 15 days prior to such change to Savala Equipment Company Inc. or Villa Park Leasing Corp.
4. Facsimile and electronic (email) copies will be accepted as originals.
5. All invoices, except for those issued on sales agreements, are due and payable within 30 days from date of invoice. Invoices Issued on sales agreements are due within 10 days from the date of the sales agreement.
6. If equipment is rented more than 4 weeks, periodic unsigned invoices will be issued for rental charge due. All such invoices are due and payable withing 30 days of the invoice date.
7. Savala Equipment Company, Inc. and Villa Park Leasing Corp. file preliminary lien notices and mechanics liens whenever necessary or required by law. This is a company policy, and is not a reflection of your credit standing.
8. For each delinquent account, customer agrees to pay a monthly service charge equal to 2% of the past due balance or the maximum service charge permitted by law in the state where the contract was signed.
9. Customer authorizes Savala Equipment Company, Inc. and Villa Park Leasing Corp. to obtain credit reports, trade reports, and bank references for the purpose of determining the extension or continuation of credit to customer.
10. Customer agrees to the terms and conditions stated on each and every Savala Equipment Company Inc. and Villa Park Leasing Corp. agreement, contract or invoice.

The undersigned warrants that all information is correct, has read, accepted and agrees to be bound by all of the terms set forth in this document and in each rental contract entered into by the undersigned or his agents. It is understood and agreed that the undersigned specifically consents to Savala Equipment Company, Inc. and Villa Park Leasing Corp. investigating applicant's credit history and may utilize credit reporting services for information on the undersigned. Facsimile copies will be accepted 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 or 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 adminsters compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave, NW Washington, D.C. 20580.

Signature: _____ Title: _____
 Print Name: _____ Date: _____

Continuing Personal Guarantee:

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to Savala Equipment Company, Inc. and/or Villa Park Leasing Corp. when due all indebtedness, obligations, and liabilities of the customers named in the Credit Application, including all amounts now owing and arising in the future, and including any interest, attorney fees, and collection and court costs. The undersigned agrees to be personally boundy by all credit terms of this Credit Application. This guarantee shall continue in force until notice in writing sent by certified mail, return receipt requested, is received by Savala Equipment Company, Inc. and/or Villa Park Leasing Corp.. This notice shall specify the date of termination, not to be less than seven (7) days after the notice and shall not affect any charges for transactions with the customer that were entered in to prior to the termination date.

The undersigned personal guarantor, recognizing that hire or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Signature: _____ Title: _____
 Print Name: _____ Date: _____

***Fax copy to (949) 552-8597
Please mail original to 16402 Construction Circle East, Irvine, Ca 92606***

For Savala Equipment Company, Inc. and Villa Park Leasing use Only:

Date Rec:	Credit Approval:	Credit Mgr. Approval:	Date Approved:	Account #:	Credit Limit:

TERMS AND CONDITIONS

1. **LESSOR'S OBLIGATIONS:** Lessor agrees to provide to Lessee the equipment and operating personnel as described on the reverse side for use only under the exclusive direction and supervision of Lessee and subject to the following terms:
2. **LESSEE'S USE OF EQUIPMENT:** Lessee agrees (a) to use the equipment and personnel in strict compliance with all federal, state and local laws, regulations and orders; (b) to ensure that all Federal and Cal-Osha safety rules, orders and standards for operating personnel are met; (c) to provide competent and experienced personnel and to direct and supervise the operation of the equipment at all times; (d) to use where applicable "2018" ANSI/ASME B-30.5 Mobile and Locomotive Crane Standards to direct the equipment; (e) to use the leased equipment in accordance with the manufacturer's instructions and not to exceed the manufacturer's rated load capacities for such equipment. (f) Equipment shall always be under the direction of the Lessee when backing up and shall be liable for any damages.
3. **COMPETENT OPERATION BY LESSEE:** Lessee acknowledges that Lessor is only a supplier of equipment and personnel and is not informed about or responsible for site conditions or performance of the project work. Lessee agrees to be fully informed about site conditions when using Lessor's equipment or personnel; to operate in compliance with good construction practice in all respects, including notifying Underground Service Alert and all utility and pipeline owners when appropriate and to identify and expose any pipe or utility lines before commencing work in any pipe or utility area. Per California Government Code section 4216.6 (c & d) Lessee agrees to report all Facility events using the California Regional Common Ground Alliance Virtual Private Damage Information Reporting Tool. Lessee shall protect/guard the operated equipment when not being used until equipment leaves job on the truck or lowbed.
4. **TERMS OF PAYMENT:** Full payment for all charges is due on the 10th day of the month. Past due accounts 35-60 days subject to 18% per annum. Past due accounts over 60 days subject to 24% per annum. Lessee agrees to pay Savala Equipment Company, Inc. reasonable attorney's fees and expenses which may be incurred in collection of this account, including the enforcement of any rights afforded Lessor under Title 15 of the Civil Code (Mechanic's Lien Law). Lessee and Lessor agree to the exclusive venue and jurisdiction of any State court in the County of Orange regarding any matter arising under this agreement.
5. **INSURANCE:** Lessor agrees to provide Lessee with a proof of commercial general liability insurance upon request. Lessee agrees to provide Lessor with an endorsement naming Lessor as an additional insured on a commercial general liability insurance policy (Form CG2010 11/85 or CG2010 & 2037). Lessee agrees to provide proof of Auto Liability and Worker's Compensation coverage. Lessee agrees to pay Lessor \$500.00 if Lessee requests a waiver of subrogation.
6. **EXCUSE OF PERFORMANCE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage. Lessee hereby waives all claims against Lessor for any delays of any kind whatsoever. Lessor shall not be liable for any any delays or defaults in making deliveries or pick up.
7. **DISCLAIMER OF WARRANTIES:** Lessor makes no warranties, expressed or implied, as to the equipment's merchantability or fitness for any particular purpose. Lessee agrees to hold Lessor harmless for all claims resulting from any loss, damage, or injury of any and every nature whatsoever, including any special or consequential damages, caused by, resulting from, or in any way connected with the rental of the equipment or personnel, the operation and use of the equipment, or any defect in or failure of the equipment.
8. **FAILURE OF EQUIPMENT:** Lessor shall not be responsible for any loss, damage, or injury, to Lessee or any other party, caused by, resulting from, or in any way connected with the use or, failure of, including oil spills caused by machine or hose failures, or any defect on the Lessors equipment. Lessor is not responsible for any utility line rupture or damage. In no event shall the Lessor be responsible for special or consequential damage whatsoever or howsoever caused.
9. **LOSS IN TRANSIT:** Lessee shall provide a safe area for loading and unloading the truck and equipment. Lessee will supply a flag man and/or traffic control to insure a safe delivery. All repairs to unloading and loading area will be by Lessee. Lessee shall supply Lessor with vehicle truck "Certificate of Compliance", as required by California Air Resources Board (CARB), prior to moving Lessor's equipment. Lessee agrees to pay for all move-ins and move-outs of equipment.
10. **EQUAL OPPORTUNITY EMPLOYER:** This contract specifically incorporates the Equal Opportunity Clause of Executive Order 11246, as amended, wherein the Lessor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin.
11. **DAMAGES:** Lessee agrees to pay for the repair or damage caused by Lessee's use to tires, banging or misuse of buckets and teeth of equipment and for any damage caused by Lessee's breach of this agreement. Lessee agrees to pay for all flat repairs. If equipment becomes stuck in mud or snow Lessee agrees to pay for all towing fees, all damage costs to repair machine. Lessee shall pay all downtime due to all Lessee damage and repairs.
12. **INDEMNIFICATION:** Lessee agrees that all equipment and all persons operating such equipment, including Lessor's employees, are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save Lessor, its employees and agents harmless from all claims-for death or injury to persons, including the Lessor's employees, and from all loss, damage, or injury to property, including equipment, arising out of or in connection with Lessee's operating howsoever same may be caused expecting only claims based upon Lessor's sole negligence. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court costs, filing fees, attorney's fees and costs of settlement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

Terms and Conditions of Bare Rental Agreement

1. Terms of Payment. Full payment for all charges is due upon receipt of invoice. Past due accounts subject to interest at rate of 18% per annum. Lessee hereby agrees not to involve Lessor in job disputes or change order problems regarding Lessee's payment. Lessee agrees to pay Lessor per Lessor's terms of payment.
2. Maintenance. Lessee must lubricate and maintain equipment daily. If Lessee does not, Villa Park Leasing (VPL) will lube machine and backcharge Lessee at the rate of \$170.00 per hour, night rate of \$220.00 per hour, portal to portal from VPL's yard located in Irvine and/or Corona, California. Grease, oil and filters will be charged per invoice plus 20%. An environmental fee will be charged on all rentals. Bare rental rates are F.O.B. the nearest VPL rental yard.
3. Normal Wear and Tear. Lessee agrees to return the equipment to the Lessor in good operating condition and agrees to compensate the Lessor in full for any damage done to the equipment which is not chargeable to normal depreciation. Lessee agrees to pay all machine down time at the daily bare rate caused by Lessee's operation until the machine is ready to work. Lessee further agrees to pay for all towing, expenses, damages and downtime if the equipment gets stuck in mud, water or snow. There will be a cleaning charge assessed for equipment returned dirty or with contaminated material, a minimum of one day rental and disposal fee. This will include track cleaning. Dirt charge of \$115 per yard.
4. Disclaimer of Warranties. Lessor makes no warranties, expressed or implied, as to the equipment's merchantability or fitness for any particular purpose. Lessee agrees to hold Lessor harmless for all claims resulting from any loss, damage, or injury of any and every nature whatsoever, including any special or consequential damages, caused by, resulting from, or in any way connected with the rental of the equipment, the operation and use of the equipment, or any defect in or failure of the equipment, operated or bare.
5. Failure of Equipment: Indemnity. In the event of any failure of the leased equipment, of any nature whatsoever, Lessee at its expense shall immediately return it to Lessor's premises. Without Lessor's written authorization, Lessee shall not incur any expense for Lessor's account for the repair of the equipment. Lessor shall not be responsible for any loss, damage, or injury, to the Lessee or any other party, caused by, resulting from, or in any way connected with the use or, failure of, including oil spills caused by machine or hose failures, or any defect on the Lessor's equipment. Lessor is not responsible for any utility line rupture or damage. In no event shall Lessor be responsible for special or consequential damage whatsoever or howsoever caused. Lessee agrees to indemnify Lessor against any claims, demands or liabilities arising from or related to matters for which Lessor is not responsible as set forth in this paragraph and paragraph 13 & 14 below and also against all claims relating to the equipment or its use arising from environmental protection laws, including EPA, BMP's, NPDES, SWPPPS and California Air Resources Board (CARB).
6. No Assignment or Encumbrance. Lessee agrees to keep the equipment free from any lien and encumbrance of any kind, and agrees not to assign the Agreement or any interest hereunder nor to sublet or hire out the equipment without the prior written consent of the Lessor.
7. Loss or Destruction of the Equipment. If the equipment should be lost, stolen, destroyed, or rendered unfit for service, the Lessee agrees to pay the Lessor the full value thereof, together with interest, at the rate of 1 ½% per month until said sum is paid.
 - A. Protection of Equipment. Lessee shall be responsible for all costs protecting VPL bare equipment until equipment leaves project on truck or lowbed.
8. Loss in Transit. Lessee shall provide a safe area for loading and unloading the truck and equipment. Lessee will supply a flagman and/or traffic control to insure a safe delivery. All repairs to unloading and loading area will be by Lessee. Lessee agrees to pay for all move-ins and move-outs of equipment.
9. Refusal to Return Equipment. This equipment is not for sale. If the Lessee fails or refuses to return the equipment to the Lessor after the expiration of 10 days from the initial date of hiring hereunder and after Lessor has mailed written notice of demand to Lessee to do so to the address of Lessee set forth on the agreement, it is agreed that said failure and/or refusal of Lessee shall be deemed willful and a conversion, and Lessor shall have the right in addition to all other remedies to receive rent at the hourly rate from the date of demand until all equipment is returned, plus costs of collection. Lessee further agrees, that if he moves from the address set forth in the agreement he will immediately notify Lessor of his change of address.
10. Lessor's Right to Remove Equipment From Lessee's Premises. If Lessee fails to make any of the rental payments provided for herein, or fails to keep the equipment in proper condition or misuses the equipment in any manner, or does not keep or perform any of the conditions set out herein, or if a petition in bankruptcy be filed by or against the Lessee, or if the Lessee shall make an assignment for the benefit of his creditors, the Lessor may, without notice demand return of the equipment, and/or take possession of the equipment wherever situated. The Lessee further agrees to pay all of Lessor's costs and expenses incurred in connection with the retaking of said equipment.
11. Attorney Fees. The Lessee shall pay reasonable attorney's fees and expenses, etc. Reasonable attorney's fees and expenses which may be incurred in collection of this account, including the enforcement of any rights afforded Lessor under Title 15 of the Civil Code (Mechanic's Lien Law). Lessee and Lessor agree to the exclusive venue and jurisdiction of any State court in the County of Orange regarding any matter arising under this agreement.
12. Lessor's Right to Inspection. The Lessor shall have the right, at any time during business hours, to enter the Lessee's premises for the purpose of inspecting the equipment and making any repairs and adjustments necessary to the proper and safe operation thereof. Lessor also reserves the right, in its sole discretion, to remove the equipment covered by this Agreement and to replace the same with similar equipment at any time during the term thereof.
13. Normal Use. The rental rate shown on the agreement covers normal use only, not to exceed 8 hours per day, 40 hours per week, or 160 hours per month. Any excess use will be pro-rated against the appropriate rate and charged to the Lessee. Saturday and Sunday are extra days. Rain days are not allowed if VPL is not notified the same rain day.
14. Insurance. All insurance shall be in accordance with the Bare Rental Agreement Insurance Requirements. Lessee to name Lessor as an additional insured on Lessee's commercial general liability policy covering the operation and use of equipment. Lessee's insurance is to be primary and non-contributing with insurance obtained by Lessor. Certificate(s) of insurance and additional insured/loss payee endorsements obtained by Lessee are to be in force for the length of Lease. Lessee agrees to deliver certificate(s) of insurance (a) naming Lessor as an insured on Lessee's commercial liability policy, (b) provide all risk Equipment Floater covering leased or rented equipment for the full stated value of the leased equipment naming Lessor as Loss Payee, and (c) state that coverage may not be canceled without thirty days written notice to Lessor.
15. CAL/OSHA. Lessee acknowledges that he has examined the Lessor's equipment and accepts full responsibility for all hitches, bolts, pull pins, safety chains, lighting systems, brakes, together with all devices and materials needed for the full requirements of CAL/OSHA. Lessor is not responsible for the items set forth in this paragraph.
16. Fuel. Lessee agrees to return the equipment with a full fuel tank. If the tank has not been filled, Lessor will fuel the tank and bill the Lessee for the fuel and service to fill the tank. Lessee responsible for maintaining appropriate Diesel Exhaust Fluid (DEF) levels when required and topping off at end of rental.
17. California Air Resources Board (CARB).
 - Off road equipment. Lessee agrees to use all off road equipment per the latest CARB standards, amendments and abide by all CARB's regulations when operating SEC and VPL equipment.
 - Idling. Per regulation section 2449(d) (3) of CARB, No vehicle or engines subject to this regulation may idle for more than five consecutive minutes. The idling limit does not apply to: Idling when queuing, Idling to verify that the vehicle is in safe operating condition, Idling for testing, servicing, repairing or diagnostic purposes, Idling necessary to accomplish work for which the vehicle was designed, Idling required to bring the machine system to operating temperature, and idling necessary to ensure safe operation of the vehicle. Other excess idling will be back charged for filter costs.
 - Moving Lessor's Equipment. Lessee shall supply Lessor with a "vehicle truck certificate of compliance" as required by CARB, prior to moving Lessor's equipment. All charges for non-compliance by CARB will be paid by Lessee.
18. Cumulative Remedies. Lessor's remedies hereunder are cumulative.

INITIAL _____