

THOMAS BROTHERS EQUIPMENT RENTAL CO.

1 Sloan Court Tracy, California 95304

PHONE: 209-521-2100 FAX:209-834-1953

EMAIL: accounts@tberco.com

CUSTOMER APPLICATION

BUSINESS INFORMATION

Company Name: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Contact: _____ Contact Email: _____

AP Contact: _____ AP Email: _____

AP Phone Number: _____

Years In Business: _____ Desired Credit Limit: _____

Taxable: __ Non-Taxable: __ (please attach proper resale or other documents)

Do You Have General Liability Insurance? Yes: __ No: __

(if yes, please attach copy of insurance certificate)

Do You Use Purchase Orders? Yes: __ No: __

Federal ID#: _____ State ID#: _____

D&B Rating: _____ Contractor's License #: _____

Type of Business (Corporation, LLC, ETC.): _____

Owners or Officers (full name/title)

1: _____

Home Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number (with area code): _____

BANK INFORMATION

Bank Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax Number: _____

Account Number: _____ Bank Officer: _____

COMMERCIAL TRADE REFERENCES

Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Contact: _____

Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Contact: _____

Applicant hereby applies to THOMAS BROTHERS EQUIPMENT RENTAL CO. for credit and specifically consent to investigating applicant's credit history and authorizes the release of its bank account information. If credit is extended, applicant acknowledges that THOMAS BROTHERS EQUIPMENT RENTAL CO. requires payment upon receipt of invoice or upon agreed terms with THOMAS BROTHERS EQUIPMENT RENTAL CO. In the event of failure to timely pay any invoice, applicant agrees to pay a service charge to THOMAS BROTHERS EQUIPMENT RENTAL CO. on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and all reasonable collection costs, including but not limited to attorney's fees. By signing Customer agrees to All Terms and Conditions which can be provided upon request.

Name: _____ Title: _____

Signature: _____ Date: _____

RENTAL PROTECTION PLAN

The Rental Protection Plan ("RPP") is an optional product described in this addendum (the "Addendum") that modifies certain terms of the Rental and Service Agreement entered into between THOMAS BROTHERS EQUIPMENT RENTAL, and Customer. The definitions set forth in Section 1 of the Rental and Service Terms incorporated into the Rental and Service Agreement apply to this Addendum.

NOTICE: FOR ALL RENTALS OF EQUIPMENT NOT LICENSED FOR ROAD USE, YOU MUST EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH SECTION 21 OF THE RENTAL AND SERVICE TERMS, OR PURCHASE THE RENTAL PROTECTION PLAN. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF INSURANCE AS REQUIRED BY SECTION 21 OF THE RENTAL AND SERVICE TERMS.

****RPP IS NOT INSURANCE. RPP IS AVAILABLE TO CUSTOMERS IN CONNECTION WITH THE RENTAL OF EQUIPMENT FROM THOMAS BROTHERS EQUIPMENT RENTAL, AND MUST BE EXECUTED SIMULTANEOUSLY WITH A RENTAL AND SERVICE AGREEMENT.**

FOR AN ADDITIONAL CHARGE, RPP OFFERS A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE EQUIPMENT. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE COVERAGE AFFORDS YOU COVERAGE FOR DAMAGE TO OR THEFT OF THE EQUIPMENT AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. READ THIS ADDENDUM CAREFULLY BEFORE SIGNING.

TERMS AND CONDITIONS

In return for payment of the fee set forth in the Rental and Service Agreement which can be provided upon request, THOMAS BROTHERS EQUIPMENT RENTAL agrees to limit its rights under Sections 11 and 21 thereof as follows:

A. DAMAGE WAIVER

Subject to the conditions set forth herein, THOMAS BROTHERS EQUIPMENT RENTAL waives its right to collect amounts from Customer exceeding the lesser of 50% of replacement value of the Equipment, 50% of the cost of repairs, or \$5000 plus state and local taxes, from losses arising from theft of or direct physical damage to the Equipment.

B. USER

Customer agrees that Customer or a permissive user of a Customer will be the only driver of any THOMAS BROTHERS EQUIPMENT RENTAL vehicle, and that Customer will not use the vehicle in violation of any terms of the Rental and Service Agreement or law.

C. EXCLUSIONS

THOMAS BROTHERS EQUIPMENT RENTAL will not waive any claim for loss or damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment: or resulting from intentional abuse or misuse of the Equipment. Such losses shall remain subject to Section 11 of the Rental and Service Agreement.

D. FEE

Customer shall pay a fee equal to 15% of the rental charges under the Rental and Service Agreement, plus applicable state and local taxes, in exchange for participation in the RPP as set forth in this Addendum.

 I ACCEPT TERMS AND CONDITIONS OF RENTAL PROTECTION PROGRAM.

 I DECLINE RENTAL PROTECTION PROGRAM AND WILL PROVIDE INSURANCE.

X _____

AUTHORIZED SIGNATURE

DATE