

AXIS RENTAL SOLUTIONS

CREDIT APPLICATION

1335 VALHI BLVD., HOUMA, LA 70360
 (985) 346-6163



EMAIL TO: accounting@axisrentalsolutions.com

SALES REP:		DATE:	
BUSINESS NAME			
NATURE OF APPLICANT:	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP	FED TAX ID#:	
	<input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER		
BILLING ADDRESS	(STREET, CITY, STATE, ZIP)	PHONE#	
PHYSICAL ADDRESS	(STREET, CITY, STATE, ZIP)		
BUSINESS TYPE			
TAX STATUS	<input type="checkbox"/> EXEMPT	(IF EXEMPT, PLEASE RETURN ATTACHED EXEMPTION FORM.)	
	<input type="checkbox"/> NON-EXEMPT	ZIP CODE: _____	TAX RATE: _____ %
PURCHASE ORDER REQUIRED:	<input type="checkbox"/> YES	MONTHLY STATEMENT REQUIRED:	<input type="checkbox"/> YES
	<input type="checkbox"/> NO		<input type="checkbox"/> NO
CREDIT INFORMATION:			
TRADE REFERENCES (MUST PROVIDE THREE)			
1.) BUSINESS NAME	CONTACT	PHONE#	
	EMAIL		
2.) BUSINESS NAME	CONTACT	PHONE#	
	EMAIL		
3.) BUSINESS NAME	CONTACT	PHONE#	
	EMAIL		
BANKING INFORMATION			
BANK NAME (CITY & STATE)	CONTACT	PHONE#	
ROUTING#	ACCOUNT#		
OWNER(S) / STOCKHOLDER(S) / OFFICER(S)			
NAME	TITLE	PHONE#	
NAME	TITLE	PHONE#	
ACCOUNTS PAYABLE			
NAME	EMAIL	PHONE#	

PLEASE READ AND SIGN THE ATTACHED TERMS AND CONDITIONS

AGREEMENT, TERMS AND CONDITIONS

Axis Rental Solutions, LLC and all of its subsidiaries shall hereinafter be named to as "Axis Rental Solutions, LLC", and the applicant (hereinafter be referred to as "Customer"). Customer desires to purchase goods and services from Axis Rental Solutions, LLC and, in consideration thereof, Customer agrees to the following terms and conditions:

1.) Based on the information provided in this Application and based on any financial information given to Axis Rental Solutions, LLC by the Customer, Axis Rental Solutions, LLC may extend credit to the Customer for purchase of goods and services from Axis Rental Solutions, LLC. The Customer hereby authorizes Axis Rental Solutions, LLC to investigate the Customer's credit background.

2.) The Customer agrees to pay any and all invoices, charges, fees, and costs that the Customer incurs on its account with Axis Rental Solutions, LLC.

3.) The Customer agrees to pay any additional sales tax deemed owed under the laws of the State of Louisiana in regard to all invoices, charges, fees, and costs that the Customer incurs on its account with Axis Rental Solutions.

4.) The Customer agrees to notify Axis Rental Solutions, LLC in writing of any dispute it has to any invoices received from Axis Rental Solutions, LLC. Such notification must be submitted in writing/emailed to Axis Rental Solutions, LLC within (10) days after the Customer's receipt of the invoice. If no notification of dispute is given, the invoice shall be deemed valid, due, and owing. All sums due to Axis Rental Solutions, LLC shall be paid in accordance with the terms and conditions on any written rental ticket signed by the Customer or an authorized agent acting on behalf of the customer on the terms as stated on Axis Rental Solutions, LLC's invoice. In the absence of such express written terms, the terms will be net 30 days.

5.) If the Customer fails to pay the account when due, the Customer shall pay for all costs and expenses incurred by Axis Rental Solutions, LLC in connection with Axis Rental Solutions, LLC's attempts to obtain payment, including fees charged by a collection agency and any other charges which may be legally charged to the Customer. If Axis Rental Solutions, LLC refers the collection of any past due account to an attorney for collection, the Customer agrees to pay Axis Rental Solutions, LLC's actual attorney's fees and costs, whether or not legal proceedings are filed with a Court.

6.) The Customer agrees that this agreement is to be construed under the laws of the State of Louisiana, and that if legal action is brought to enforce this agreement, all legal proceedings will take place in the Parish of Terrebonne, State of Louisiana.

7.) The Customer represents and warrants that all financial information provided to Axis Rental Solutions, LLC is true and correct as of the date of this agreement and agrees to provide Axis Rental Solutions, LLC with additional information upon request.

8.) The Customer represents and warrants to Axis Rental Solutions, LLC that it is solvent as of the date of this agreement.

9.) This agreement and terms and conditions of rental, represents the entire agreement between the parties and may not be orally modified, but may only be modified by written agreement signed by all parties to this agreement.

10.) If any of the terms of this agreement or terms and conditions of rental violates the law or is unenforceable, the rest of the agreement and terms and conditions of rental shall remain in full force and effect and remain valid.

11.) If the Customer currently or at some point in the future rents equipment from Axis Rental Solutions, LLC, the Rental Terms and Conditions apply. This does not suggest or imply any commitment by Customer to rent equipment from Axis Rental Solutions, LLC now or in the future.

THE UNDERSIGNED AGREES TO PROVIDE A VALID CERTIFICATE OF INSURANCE WITH COVERAGE SUFFICIENT TO AXIS RENTAL SOLUTIONS, LLC NAMING AXIS RENTAL SOLUTIONS, LLC AS ADDITIONAL INSURED AND LOSS PAYEE. THE CERTIFICATE SHOULD ALSO INCLUDE AN ENDORSEMENT FOR COVERAGE OF RENTAL EQUIPMENT. IF PROPER DOCUMENTATION IS NOT PROVIDED, A TWELVE PERCENT (12%) EQUIPMENT PROTECTION PLAN FEE WILL BE ASSESSED TO THE RENTAL INVOICE FOR ALL RENTAL ITEMS.

Dated this _____ day of _____, _____.

COMPANY NAME _____

AXIS RENTAL SOLUTIONS, LLC

SIGNATURE _____

PRINT _____

BY _____

TITLE _____

TITLE _____

Terms and Conditions of Rental

1. Lessee agrees to use equipment in a careful, prudent manner, and to comply with all laws, regulations, rules or ordinances of lawfully constituted authorities. Lessee also agrees not to loan, sublet, mortgage or otherwise dispose of or alter equipment without the written consent of Lessor.
2. All prices are subject to change without notice and are not guaranteed, except prices that have been agreed to in writing between the Lessee and Lessor and defined for a specific time period. Published prices do not include any sales, use or excise tax, or duties or any other charges levied by State or Federal government agencies.
3. Lessor shall have the right, in addition to all other rights and remedies, to assess a late payment charge of one- and one-half percent (1 ½ %) (or the maximum allowed by law if less) per month on the outstanding balance. Lessee shall be responsible for any additional fees and expenses encountered by Lessee in the collection of any outstanding balance. Lessee shall encounter a \$50.00 fee for any NSF checks.
4. The rental period begins at the time the equipment leaves the Lessor's premises and shall continue until the equipment is returned, except as otherwise agreed. The rental period shall be calculated daily, weekly or monthly. Monthly rentals shall be calculated on a twenty-eight (28) day basis. Minimum rental period is one day. Rental rates are calculated by usage of eight (8) hours per day, fifty-six (56) hours weekly and two hundred twenty-four (224) hours monthly. Excess rental charges may be assessed for utilization in excess of the aforementioned usage allowances. Lessee agrees that equipment will be operated by suitably qualified persons. The rental period shall be deemed off-rent upon written notice to Lessor, verbal acknowledgement from an authorized representative of the Lessor or upon return of the equipment to the premises designated by the Lessor.
5. Unless otherwise agreed in writing, Lessee shall be responsible for all transportation costs of equipment. Lessee shall have the right to utilize their own sources of transportation at their expense. In the event that Lessee requires Lessor to organize and obtain transportation through a third party, Lessor shall charge an administration fee equal to ten percent (10%) of the total cost of the invoice received by Lessor from the transportation company.
6. Lessor shall provide all applicable equipment with fuel to its maximum allowable capacity. Lessee shall return the equipment with the maximum allowable fuel. Lessor shall have the right to invoice Lessee for any fuel needed to restore the fuel level to the level in which it was delivered to the Lessee at the inception of the rental.
7. It is agreed that Lessee shall maintain effective control of equipment and maintain equipment as specified by manufacturer guidelines. When not in use, Lessee agrees to store equipment in a secure area. Lessee shall return equipment to Lessor in the same condition in which it was received by Lessee minus and wear and tear deemed "normal" and Lessee shall be responsible for any costs to return the equipment to its original condition as received plus a fifteen percent (15%) administration charge. Lessee shall be responsible for performing routine maintenance on equipment including but not limited to checking and maintaining proper fluid levels, checking and maintaining proper coolant levels, replacing filters at their required intervals or "as needed", lubricating all mechanical parts as needed and ensuring all safety mechanisms are functioning properly on a daily basis. The equipment shall remain the property of Lessor. Lessee shall immediately notify Lessor in the event that any equipment is levied upon, claimed or threatened with seizure.
8. Lessee agrees that no physical alterations are to be made to equipment without the written consent of Lessor. Alterations include any modifications or removal of safety mechanisms, numbers, letters or insignia displayed upon the equipment. Lessee also agrees that equipment shall not be attached to any realty.
9. Lessor agrees to swap out or replace rented equipment with equipment of like performance and usage capabilities at no charge, provided that equipment has not been subject to abuse, neglect, usage by Lessee in a manner by which the equipment is not intended for or operator error. Lessee agrees to return any malfunctioning equipment to Lessor within forty-eight hours of notice to Lessee that the equipment is not functioning in a safe, normal manner.
10. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES (INCLUDING ATTORNEY'S FEES) HOWSOEVER ARISING OR INCURRED, BASED ON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE LESSEE'S POSSESSION OR USE OF THE EQUIPMENT. Delivery dates are quoted without commitment thereto. It expressly agreed to that the Lessor shall not under any liability to the Lessee arising as a result of late delivery or of the condition of the equipment or otherwise. Lessee further agrees to assume full responsibility for loss or destruction of, or damage to the equipment while in Lessee's possession or in transit. Lessee agrees to pay Lessor in cash for the full value of the equipment in the event the equipment is lost or destroyed, or the full cost of the repairs if damaged. Cost of the repairs is to be determined by the Lessor, and if are undertaken, they are to be done by Lessor and / or others designated by the Lessor. Lessor shall not reimburse Lessee for any charges not expressly authorized by the Lessor. Full value at the time of any loss or destruction shall mean fair replacement costs including any applicable taxes and freight charges. Lost shall be defined as lost or unrecoverable for whatever the number of days the Lessee's insurance carrier deems sufficient time to await a possible recovery before settling a claim, but in no event more than thirty (30) days. Destroy shall mean damage to the extent that the cost of repairs, determined by the Lessor, exceeds the current fair market value. Lessee agrees that the rental rate for any lost, damaged or destroyed equipment shall continue until Lessor has been paid in full for damages as above. At all times Lessee has possession of the equipment (whether or not Lessee is then being charged with rental fees) Lessee is responsible for, and bears all risk of loss, or damage to the equipment.
11. Lessee shall, at its own expense, provide and maintain liability insurance in the amounts satisfactory to Lessor, including, but not limited to, coverage for the contractual liability of the hold harmless clause contained in Paragraph ten (10) hereof. Lessee shall, also at its own expense, provide and maintain insurance against loss by all risks of physical loss or damage such as at least that normally provided by a contractor's equipment floater policy, in an amount equal to the manufacturer's list price. Lessee shall, upon request of Lessor, provide Lessor with certificates of insurance evidencing the coverages required above in the form of a Certificate of Insurance (COI) as well as an EPI (Evidence of Property Insurance), and naming Lessor as an insured party under the policies. Such certificates shall provide that Lessor be given at least ten (10) days prior written notice of any cancellation or material changes in such coverage. Lessee must provide requested certificates of insurance, if requested by Lessor, before shipment or delivery of equipment to Lessee. If Lessee is self-insured, it shall furnish written evidence of such fact all to the satisfaction of the Lessor. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE LESSEE IN THIS AGREEMENT, OR FOR WHICH THE LESSEE MAY BE LIABLE BY LAW OR OTHERWISE.
12. Should Lessee not provide adequate proof of insurance to Lessor, Lessee agrees that Lessor shall be required to protect Lessee's equipment from loss and damages in excess of normal wear and tear if equipment is used within its designated capabilities by participating in Axis Rental Solutions, LLC, and any of its subsidiaries, Equipment Protection Plan (EPP). Lessee agrees to pay a surcharge equal to twelve percent (12%) of the rental rate stated on the rental invoice for each individual item rented to Lessee. The EPP shall limit the exposure of Lessee to a) 10% of the Manufacturer's Suggested List Price up to a maximum of \$1,000.00 per piece of equipment in the event of theft. b) 10% of the repair charges for incidental and accidental damage to equipment; c) charges in excess of \$1,000.00 for tire repairs or replacement. The EPP IS NOT INSURANCE and does NOT protect Lessee from liability to Axis Rental Solutions, LLC and any of its subsidiaries or others arising out of possession, control or use of the equipment, including injury or damages to persons or property. THE EPP IS A CONTRACTUAL MODIFICATION OF THE LESSEE'S LIABILITY. All of the following "conditions" must be met for the EPP and the corresponding liability reduction to apply: (i) Lessee accepts EPP in advance of the rental; (ii) Lessee pays 12% of the gross rental charges as the fee for EPP (plus applicable taxes); (iii) Lessee complies with the term of the rental contract; (iv) Lessee's account is current at the time of the loss, theft damage or destruction of the equipment a (v) none of the Exclusions apply. Lessee assumes the Exclusions risks. "Exclusions" shall mean loss, theft, damage or destruction of the equipment (a) due to intentional misuse; (b) caused by lost equipment not reported by the Lessee to the police within 48 hours of discovery and substantiated by a written police report promptly delivered to Axis Rental Solutions, LLC and any of its subsidiaries; (c) due to floods, wind, storms or other acts of God; and (d) accessories of equipment for which the Lessee if not charged the EPP for. THE EXCLUSIONS REMAIN THE LIABILITY OF LESSEE AND ARE NOT MODIFIED BY THE EPP. EPP IS REFLECTED ON THE CONTRACT AS PART OF THE LESSEE'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE EPP IN WRITING OR MADE OTHER CONTRACTUAL ARRANGEMENTS.
13. If requested by Lessor, Lessee at its own expense shall furnish a bond in the amount of the value of the equipment with sureties satisfactory to the Lessor, to insure fulfillment of this agreement.
14. Lessee agrees that Lessor shall have the opportunity to visually inspect any and all equipment upon termination of each rental contract before equipment is transferred to another job either for the current client which Lessee is currently contracted for or any other client. SHOULD LESSEE NOT ALLOW LESSOR THE OPPORTUNITY TO VISUALLY INSPECT AND TEST EQUIPMENT BETWEEN JOBS, LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES (INCLUDING ATTORNEY'S FEES) HOWSOEVER ARISING OR INCURRED, BASED ON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE LESSEE'S POSSESSION OR USE OF THE EQUIPMENT.
15. Lessee authorizes Lessor to charge an Environmental Fee equal to 1.5% or a minimum of \$15.00 per contract for the removal of hazardous materials such as used filters, coolant and used oil unless otherwise agreed, in writing, between Lessor and Lessee.
16. Lessee agrees that if it fails to pay the rental invoice when due, or if it commits an act of bankruptcy, goes into receivership, or fails to abide by any of the provisions of this agreement, or if the Lessor at any time considers in its sole discretion that the equipment ought to be returned, the Lessee will return said equipment forthwith to the Lessor. Lessor reserves the right and privilege, upon reasonable notice to the Lessee, the right to inspect the equipment on the premises of the Lessee or wherever located and to observe use of the equipment.
17. Terms are NET 30 days from the date of invoice, unless otherwise agreed upon in writing by the Lessee and the Lessor, and subject to credit approval by the Lessor's credit department. Invoices will be issued at the first of either, the end of the rental, the end of the twenty-eight (28) day monthly billing cycle or the bi-monthly billing cycle of the Lessor. A service charge may be assessed on all delinquent accounts, which remain thirty (30) days past due.
18. Lessees who choose to pay invoices with a credit card must complete a credit card authorization form prior to the commencement of the rental. Rental charges may be billed at the commencement of rental unless otherwise agreed upon, in writing, by Lessor and Lessee. Credits due will be applied on the completion of rental, including an ancillary charge such as repairs above and beyond normal wear and tear. Additional charges may be applied to the credit card, including processing fees, depending on the nature of the rental.
19. The Lessee shall pay the Lessor all costs and expenses, including reasonable Attorney's fees, incurred by the Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms, and conditions hereof. Should any dispute arise between Lessor and Lessee, all legal proceedings shall take place in the Parish of Terrebonne, State of Louisiana.
20. Lessor makes NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS for a particular purpose with respect to its rented equipment and hereby disclaims the same.
21. There are no oral or written promises, terms, conditions, representations of quality or fitness for any purpose, or warranties, express or implied, concerning the equipment other than those contained herein in writing, if any.
22. Lessee acknowledges its understanding that the equipment is subject to export control laws and regulations of the United States of America, including the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Foreign Assets Control regulations. Lessee is responsible for determining whether export or reexport licenses or other authorizations are required for any export, reexport, deemed export, and/or deemed reexport., and for obtaining any such required licenses or authorizations from the United States government and any other relevant government or governments, prior to exporting or reexporting the equipment. Lessee is also responsible for obtaining any required licenses or other authorizations necessary for return of the equipment. Lessee acknowledges its responsibility for ensuring that no unauthorized transfers or diversions of the equipment occur.



Equipment Protection Plan Acknowledgement

In an effort to ensure the safety, quality, functionality and appearance of our equipment, Axis Rental Solutions has incorporated an Equipment Protection Plan policy. As the Lessee, you must choose one of the following options with regard to protecting Axis Rental Solutions, LLC equipment. Please initial "**Option 1**" or "**Option 2**" below and sign appropriately.

Option 1 – In lieu of the 12% Equipment Protection Plan fee, the undersigned has provided, and Axis Rental Solutions, LLC has accepted a valid certificate of insurance with a Rental Equipment Endorsement and listing Axis Rental Solutions, LLC as an additional insured on the certificate.

Option 2 – In lieu of providing a valid certificate of insurance with a Rental Equipment Endorsement and naming Axis Rental Solutions, LLC as an additional insured on the certificate, I agree to the 12% Equipment Protection Plan fees on all rental equipment contracts.

As the Lessee of rental equipment owned by Axis Rental Solutions, LLC., I attest that I have fully read and understand the options stated above. I also acknowledge that I have the authority to enter into this agreement on behalf of the company.

Lessee (Company)	_____	Axis Acceptance By	_____
Signature	_____	Printed Name	_____
Printed Name	_____	Title	_____
Title	_____	Date	_____
Date	_____		

Axis Rental Solutions

1335 Valhi Blvd
Houma, LA 70360
(985) 346-6163
www.axisrentalsolutions.com



Attention:

Please email a copy of this letter to your insurance carrier for their information.

Re: **Certificate of Insurance**

Axis Rental Solutions requires the following insurance coverage from each customer declining the 12% per item rented Protection Plan by Axis Rental Solutions.

- Minimum General Liability is \$ 1,000,000.00.
- Coverage should be shown for Contractors' Equipment or Leased/Rented Equipment in an amount that would cover all of your rental requirements, that is, the cost of all equipment rented from Axis Rental Solutions. (Minimum \$100,000 per piece of equipment rented).
 - **If your COI does not indicate specific coverage for leased or rented equipment, please provide an EPI.**
- Axis Rental Solutions should be listed as Loss Payee for Contractors' Equipment, Leased/Rented Equipment and as Additional Insured with respect to General Liability/Waiver of Subrogation.
- Policy exclusions, for any reason, must be fully identified and appear on the insurance binder, and/or certificate. Some exclusions may not be acceptable.
- Axis Rental Solutions must be listed as the Certificate Holder. No other names will be accepted.

***Certificates of Insurance must be provided prior to delivery of the equipment, or the 12% Protection Plan per item rented will be charged until the Certificate of Insurance is received and meets all requirements. ***

Please mail or email (please do only one) your certificate of insurance to the address/email listed below.

Address: **1335 Valhi Blvd**
 Houma, LA 70344

Email: **accounting@axisrentalsolutions.com**