



Account Application

Legal Company Name

Trade Name

Corporation Partnership Proprietorship LLC Years Established

Main Office Mailing Address

Main Office Physical Address

City County State Zip

Phone Fax Cell

Federal Tax ID # Email Address:

Applicant Information:

1) First Name Middle Initial Last Name

Home Address

City, State, ZIP SS#:

2) First Name Middle Initial Last Name

Home Address

City, State, ZIP SS#:

Bank Reference Account Type

Address Bank Contact Name

City State Zip Phone

Trade References:

1) Trade Reference Name Location

Phone # Fax #

2) Trade Reference Name Location

Phone # Fax #

3) Trade Reference Name Location

Phone # Fax #

Credit Terms: If credit is extended, Applicant agrees that payment is due within 30 days upon receipt of invoice. In the event of failure to timely pay any invoice, Applicant agrees to pay a service charge of 1.5% per month of the amount past due, and collection costs and/or attorney's fees incurred in appeals until the account is fully paid.

Our Limited Damage Waiver ("LDW") is OPTIONAL AND MAY BE DECLINED if you provide the Insurance required on the reverse side or Page 2 of this Contract. If you decline LDW, or if you fail to pay the non-refundable LDW Fee prior to commencement of the Rental Term, you will be responsible for ALL damage to the Rented Item(s), including the full (new) replacement value thereof. Initial the box to the right if you wish to decline LDW:

DECLINE
Initials

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side or Page 2 hereof. SUCH TERMS AND CONDITIONS APPLY NOT ONLY TO THE RENTED ITEM(S) IDENTIFIED ABOVE, BUT ALSO TO ALL OTHER ITEM(S) YOU MAY OBTAIN FROM COMPLETE EQUIPMENT RENTALS, LLC ("CER") AT ANY TIME (unless otherwise agreed in writing by CER). ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE UNLESS SEPARATELY APPROVED IN WRITING BY CER. All charges due and coming due hereunder are subject to FINAL AUDIT by CER. YOU AGREE TO PAY CER ALL COSTS CER MAY INCUR IN CONNECTION WITH YOUR FAILURE TO TIMELY RETURN THE RENTED ITEM(S) (INCLUDING ALL COSTS ASSOCIATED WITH REPLACING KEYS). By signing below, you authorize CER to charge all amounts due and coming due under this Contract to all debit and/or credit card(s) you provide.

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the front and reverse side (or Page 2) of this Contract, and that you have received a complete and legible copy hereof. Your digital, electronic, photocopied and/or facsimiled signature on this Contract will be deemed an original for all purposes.

SIGNATURE OF/FOR CUSTOMER / LESSEE / GUARANTOR:

X

Name (Printed):

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Complete Equipment Rentals LLC, a New Jersey limited liability company (hereinafter, "CER") agree as follows:

1. **Definitions:** As used herein, "P.1" refers to the first page of this Contract (which may be in the form of our Invoice, Estimate, Quote, Account Application, Credit Card Authorization, Rental Agreement or other similarly designated document); "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1, including any "Instructions" and/or safety equipment provided per the Terms of Section (or "§") 4 below; "Site" means the delivery or use address set forth on P.1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean CER.

2. **Rental:** You agree to rent from CER the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, and remain liable for loss of, damage to and/or destruction of the Rented Item(s) for the duration of the Term and until all such Rented Item(s) is/are returned to and accepted by CER in the proper return condition as required under § 8. Unless otherwise agreed in writing by CER, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per calendar day, 40 hours per 7-day period, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in § 4. Additional prorated Rent will be charged for late returns and overuse. No allowance will be made for weekends, holidays, weather delays, time in transit or other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay CER: (i) any deposit and the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) any other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to CER; and (iv) all Prepayments are **NON-REFUNDABLE** except as provided in § 5. Anything remaining with, in or on any Item(s) upon return will, at our option, be deemed abandoned.

3. **Title:** Except with respect to Rented Items which CER rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), **CER owns and will retain title to all Rented Items** at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You **SHALL NOT:** (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); or (b) **loan, transfer, sublease or assign any Rented Item(s) or this Contract, without the prior written consent of CER (in its sole discretion).** CER may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attend to the assignee, who will not be responsible for any pre-existing obligations or liabilities of CER or any TPO.

4. **Instructions:** Upon the earlier of your receipt, or our delivery to the Site, of the Rented Item(s) unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected not based on any recommendation by CER, carefully examined and inspected by you or your agent(s); and (b) you: (i) have received, carefully reviewed and understand all applicable training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IEEE, ASSE, DOT and/or ANSI Standards pertaining to such Item(s) (collectively, "**Instructions**"); (ii) will fully comply therewith (including Tier 4, Silica Dust and Electronic Logging Device requirements); (iii) have been made aware of the need to use all recommended and required safety devices (**including RESPIRATORY AND FALL PROTECTION devices**); (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give any required notice(s) to, and obtain all necessary licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to dig or disturb the ground surface (**call 811 and go to www.nj1-call.org**) at least 3 full business days in advance; (vi) will immediately cease using any Item that is damaged, breaks down or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. **You will notify us immediately if any of the foregoing shall be breached or proves incorrect or misleading in any way.**

5. **Malfunctions:** Should a Malfunction occur, you will immediately notify, and return the Malfunctioning Item to, CER, and provided such Malfunction did not result directly or indirectly from any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or deal with such Item(s), we will, at our option: (a) repair the Item; (b) provide you with a comparable Item; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all related incidental and consequential damages.**

6. **TRAINING:** YOU AGREE TO PROVIDE ALL APPLICABLE **TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS** TO ALL PERSONS WHO USE, OPERATE, OCCUPY, OR OTHERWISE DEAL WITH ANY RENTED ITEM(S), and ensure that each Item is used safely and **only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by CER, at the Site; (d) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED AND/OR LICENSED (AS APPLICABLE) ADULTS;** and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times.

7. **Site:** You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any service(s) (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by other parties, including providers of other equipment or services ("Other Providers") for which you hereby hold harmless CER. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of CER's representatives regarding the same (including status, condition, quality, freedom from defects and quantities).

8. **Protection:** You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and **return it to CER** on time, clean, free of contaminants (including without limitation, asbestos and silica) and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay to CER: (a) Rent for each succeeding full rental period until the Item(s) has/have been returned or replaced as required; and (b) all costs and expenses CER incurs in connection with such failure. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, modify, damage or destroy any Rented Item(s); (ii) violate any law, policy of insurance or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, corrosive, or otherwise harmful or hazardous substance(s) or circumstance(s); or (iv) take possession of or exercise control over any Rented Item(s), without our prior consent (which may be granted, conditioned or withheld in our sole and absolute discretion).

9. **WARNINGS: POWERED EQUIPMENT AND TOOLS, INCLUDING ITEMS USED FOR LIFTING, LOADING, CUTTING, GRINDING, CHIPPING, SCRAPING, DIGGING, SHREDDING, BREAKING, BORING, WELDING, TOWING AND/OR HAULING CAN BE DANGEROUS AND SHOULD BE TRANSPORTED, SERVICED, MAINTAINED, REPAIRED, OPERATED, OCCUPIED AND USED WITH EXTREME CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS.**

10. **Insurance:** You will maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement value thereof; and (c) for all automobiles included in the Rented Item(s), hired auto liability insurance with minimum limits of \$1,000,000 and hired auto physical

damage insurance for actual cash value. Such policies shall, where possible: (i) name CER and each TPO as an additional insured and loss payee; (ii) waive subrogation against them; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as we require.

11. **NO WARRANTIES: CER IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEMS, all of which are provided "AS-IS". NEITHER CER NOR ANY TPO MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced in this Contract, nor does CER or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you hereby waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements made or accepted by CER or any TPO constitute representations or warranties by CER or any such TPO.**

12. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, EXAMINATION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETAKING OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT; (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, CER AND EACH TPO, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ALL INJURIES, LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES (including without limitation, any breach of this Contract, by you, your agents and/or employees); and (C) WAIVE all rights and remedies available under the Uniform Commercial Code as adopted in New Jersey, as well as all direct, indirect, incidental, consequential, special, general, exemplary and punitive damages, against CER and each TPO.**

13. **Limited Damage Waiver:** If and only if we have offered and you have paid the non-refundable fee for the **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) prior to commencement of the Term, you will have no liability to CER for 80% of the cost to repair or replace Item(s) covered by LDW ("Covered Item(s)") which suffer physical damage during the Term; provided however, that you will remain fully liable for: (a) all damage to or loss of: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation or as a result of: (A) your breach of this Contract; (B) any failure to timely return Covered Item(s) to CER; (C) unless you prove otherwise: (i) gross negligence, misuse and/or abuse of Rented Item(s); (ii) vandalism and/or malicious mischief; (iii) use of alcohol or drugs; and/or (iv) use of any Item(s) in violation of any law, insurance policy or warranty; (iii) damage to batteries, glass, tires, tubes, tracks, belts, chains, knobs and/or hoses; (b) a "deductible" equal to 20% of all repair/replacement costs for Covered Items; and (c) all repair and replacement costs exceeding \$10,000 in the aggregate across all Covered Items. You may decline LDW if you fully and timely comply with § 10. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

14. **Default:** Your duties hereunder are unconditional. If: (a) you or any guarantor shall: (i) fail to timely pay or perform any of your obligations arising under this Contract; (ii) otherwise fail to fully and timely comply with this Contract; (iii) provide any incorrect or misleading information to CER; (iv) become insolvent; or (v) die or cease conducting business; (b) any Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW, as provided in § 13); or (c) CER shall deem itself insecure, you will be in **Default** hereunder, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, empty, lock or disable any or all Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you will indemnify, defend and hold harmless CER, its agents and employees); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor (jointly and severally) our associated damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

15. **Other Rights:** To the maximum extent permitted under applicable law, you grant to CER a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor (in person and/or electronically) and/or inspect any Rented Item(s) at any time, and all information thereby obtained will be the property of CER. If any performance required of CER is delayed or impaired as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding CER's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. **You authorize CER to charge all amounts coming due hereunder to any debit or credit card(s) you provide.** You agree to pay CER the maximum lawful charge for any check you write which is returned unpaid. **CER's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** You agree to pay all taxes (including all sales, use, transfer, value added and other taxes), fines, fees, assessments and other charges related to each Item. In the event legal action is commenced in connection herewith, we will be entitled to recover our costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies.

16. **Miscellaneous:** This Contract, and any addenda provided by CER (including as applicable, our form(s) of Aerial Equipment and Forklift Addenda), each of which is incorporated herein, represent the **entire agreement** between you and CER, superseding all other agreements and representations (including CER's website and advertising). The terms of this Contract are severable. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by CER. You acknowledge that this Contract: (a) constitutes a true operating lease, and not a disguised financing; (b) is fair and reasonable under the circumstances; and (c) shall be interpreted under the laws of the State of New Jersey, with proper venue for all associated civil legal proceedings lying solely and exclusively in the federal, state and local courts located in or nearest to Middlesex County, NJ (unless waived by CER). You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Time is of the essence. There are no third-party beneficiaries hereto other than, with respect to your representations, warranties, obligations and agreements set forth herein, the TPO(s), if any. These Terms and Conditions apply to all Item(s) identified on P.1 and **also to all other Items** you obtain from CER at any time (except only as otherwise agreed by CER).

17. **WARNING:** A person commits **THEFT** which may result in **CRIMINAL PROSECUTION** if he purposely obtains services (including the use of movable property), which he knows are available only for compensation, by deception, threat, force or any other means designed to avoid the due payment therefor. See N.J. Stat. Ann., § 2C:20-8, *et seq.* and its/their successor provision(s) for details.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE