

For Branch Use Only: New Customer Application ID. _____ Reactivation Customer No. _____	<h1 style="margin: 0;">Herc Rentals</h1> <h2 style="margin: 0;">Credit Application</h2> <p style="margin: 0;">Return by fax to branch:</p>	For Branch Use Only: Branch No. _____ Sales Rep. No. _____
--	--	---

Confidential Credit Information

State Where Registered Or Incorporated:	Length of time in business	If less than, one (1) year, please provide a personal guaranty from an owner or an officer. Personal guaranty on reverse side of this application.		
Business Type	<input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Sole Proprietor / Partnership (Personal Guaranty required)			
Business Name		Doing Business As (Optional)		
Physical Address				
City _____ State _____ Zip Code _____				
Billing Address				
City _____ State _____ Zip Code _____				
Primary Contact		Telephone (Include Area Code)	Fax (Include Area Code)	
Primary Contact Email		Telephone (Include Area Code)	Fax (Include Area Code)	
AP Contact		AP Email		
		Online & Mobile Auto-Enrollment <input type="checkbox"/> Opt Out	Portal Billing (Instructions Required) YES	Receive Emailed Invoices and Statements YES
ProControl Admin. Email		ProControl Admin. Name		
Purchase Order Required	YES	Tax Exemption Certificate	YES	Certificate Of Insurance
Job Name/Number Required	YES	Certificates of Exemption must be reviewed and validated by Herc Rentals Tax Department prior to rental.		
Special Billing Instructions (attach instructions)	YES			
Certificate Of Insurance YES Email to: HercCOI@hercrentals.com Attached with criteria below Certificate of Insurance must be provided to prove coverage for rented or leased equipment with a limit high enough to cover all equipment at any point in time, or optional Rental Protection Plan (RPP) will be charged on each rental contract. Herc Rentals must be listed as Certificate Holder.				

Credit Application and Agreement

The applicant identified above ("Applicant") hereby enters into this Credit Application and Agreement ("Credit Agreement") with Herc Rentals Inc. ("Herc"). Applicant hereby applies to Herc for credit, specifically consents to Herc investigating Applicant's credit history, and authorizes the release of Applicant's bank account information. Herc will use the information provided by Applicant in this form, the information learned in Herc's investigation of Applicant's credit history, and the Applicant's bank information for the purposes of determining whether to grant credit to the Applicant, granting such credit, administering and servicing such credit account (if created), communicating with the Applicant, and exercising and enforcing its rights and performing its obligations under this Credit Agreement, the guaranty attached hereto, and the Rental Agreement Terms and Conditions. The approval by Herc of an application shall not create any obligation on the part of Herc to rent equipment to the undersigned or to extend credit to the undersigned in connection with any such rental. The undersigned warrants and represents that any credit which may be extended upon the acceptance of this application shall only be used in connection with a rental of equipment for a business purpose and not in connection with the rental of equipment for a personal or household use. If credit is extended, Applicant acknowledges that Herc credit terms are payment in full net fifteen (15) or within contractual terms. If Applicant fails to timely pay an invoice, Applicant agrees to pay a service charge to Herc on such delinquent invoice(s) until fully paid, at the maximum rate allowed by the laws and jurisdiction of the originating location stated on the invoice, and also agrees to pay Herc collection costs and/or attorney's fees. If payment is returned for any reason, customer agrees to pay \$25.00 for each such occurrence and acknowledges that the credit terms may be changed to COD, in addition to all other legal remedies available to Herc. Any disputed invoices must be brought to the attention in writing of Herc within fifteen (15) days of receipt or the invoices are deemed correct and undisputed. At the discretion of Herc, any account with a delinquent balance may be placed on a cash basis at any time, and Herc may pick up the equipment without notice to Applicant. Applicant understands that the Rental Protection Plan (RPP) requires that in the event of loss or damage to the equipment Applicant is required to cooperate with Herc investigation of any incident involving the Equipment and complete an RPP Incident Report and or obtain any required police report. Under RPP the Applicant agrees to pay the minimum equipment repair or replacement cost. If the Applicant elects to maintain insurance coverage, and the certificate of insurance provided to Herc to evidence insurance coverage expires or is unacceptable to Herc then Applicant agrees Herc may charge RPP for rentals until such time as Applicant provides an acceptable and valid Certificate of Insurance. Applicant further understands that on delivered equipment that Applicant will contact Herc and obtain a call-off number to have rented equipment picked up. It is applicant's responsibility to maintain call off numbers in the event of discrepancies Additionally, Herc reserves the right to pursue remedies available to it at law or in equity. By signing below, Applicant agrees to be bound by the Rental Agreement Terms and Conditions, as amended from time to time. Such terms and conditions include, but are not limited to, indemnification and limitation of liability provisions that may affect Applicant's liability. Applicant acknowledges that the Rental Agreement terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs. Applicant agrees to promptly notify Herc in writing of any changes in business ownership. If Applicant fails to promptly notify Herc of such changes, then Applicant expressly assumes full responsibility for all charges and/or credit extensions made on this account subsequent to such change. Herc reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights. Applicant agrees that the line of credit desired and approved is not a limitation of liability and expressly agrees that it will be responsible for valid charges in excess of the line of credit. The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the condition of the applicant; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. **APPLICANT HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE FROM THIS CREDIT APPLICATION AND THIS AGREEMENT.**



Applicant Name (printed)	Title	Signature	Date
---------------------------------	--------------	------------------	-------------

GUARANTY

Business Name _____ **Doing business at, (Address)** _____

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guaranty and promise to pay all amounts now owing which may hereinafter become owing by the applicant to Herc Rentals Inc. ("Herc"). This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. Herc shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby. The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Herc to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Herc, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by Herc in connection with any indebtedness of the applicant or the collection thereof and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Herc, from time to time as may be needed, in the credit evaluation process. If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions or part of such. THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE IN CONNECTION WITH THIS GUARANTY. The undersigned further acknowledge and represent that any titles written near their signatures below is/are merely intended to clarify the individual's position with the customer and in no way, negates the personal guaranty of such individual.

Guarantor Signature  _____

Home Address _____

Printed Guarantor Name _____

City/State/Zip _____

Social Security Number (Required) _____

Type of ID/State Issued _____

Date _____

ID # _____

Guarantor Signature  _____

Home Address _____

Printed Guarantor Name _____

City/State/Zip _____

Social Security Number (Required) _____

Type of ID/State Issued _____

Date _____

ID # _____

Bank Reference

Bank Name		
Checking Account Number	Loan Type / Number	
Bank Contact Name and Address		
Bank Contact Telephone	Bank Contact Email	
For the purpose of establishing a credit line with Herc Rentals Inc., I herewith authorize the above-named bank to furnish the requested information.		
Name (printed)	Signature 	Date

Notes to Credit Department (Internal Use Only)

(ex. Requested Credit Line, Anticipated Monthly Spend)