



**CREDIT APPLICATION / AGREEMENT**  
 (Must fully Complete)  
 Fax to A Tool Shed Inc. Credit Dept.  
 Phone # (831) 477-7793 / Fax # (831) 477-1495  
 3700 Soquel Ave., Santa Cruz, CA 95062

\*\* Please note a bank and trade reference is acceptable; however, all areas not covered on bank and trade form must be filled out.\*\*

**Company Information**

Business Name:		Physical Address:	
Phone #:	Fax #:		
A/P Contact:		Billing Address:	
A/P Phone #:			
A/P F		Primary Contact:	
A/P E-mail:		<input type="checkbox"/> Fax <input type="checkbox"/> E-mail	
<b>Business Type:</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government <input type="checkbox"/> Non-profit			
Business Description:			
Anticipated Credit Limit: \$	Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Job # Or Name Required ? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Liability Insurance Coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No **		Equipment Protection Plan for Rental Equipment? <input type="checkbox"/> Yes <input type="checkbox"/> No	
**(If yes, please attach insurance certificate.)			
Bonding Company (Name/Address):			

**Principle Owners, Officers, Stockholders, and/or Directors:** (Must have social Security No. if Sole Proprietor or Partnership)

Name	Title	Social Security No.
Federal Tax Payer ID for Corporation:	Date and State of Corporation:	Years in Business Under Present Ownership

**Trade Reference: (Credit Purchase)**

1. Name:		Acct #:	
Address:	City:	State:	Zip:
Phone #:	Fax #:	Payment terms:	
2. Name:		Acct #:	
Address:	City:	State:	Zip:
Phone #:	Fax #:	Payment terms:	
3. Name:		Acct #:	
Address:	City:	State:	Zip:
Phone #:	Fax #:	Payment terms:	
4. Name:		Acct #:	
Address:	City:	State:	Zip:
Phone #:	Fax #:	Payment terms:	

**Bank Reference:**

Bank Name:		
City Branch:	Checking Acct #:	Loan Acct #:
Contact:	Phone #:	Fax #:

**Release of Authority to Verify**

For the purpose of establishing a credit line with A Tool Shed Inc., I hereby authorized the above named bank and trade reference to furnish the requested account and credit information.

Print Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AGREEMENT AND GUARANTEE

The company submitting this application (the "Undersigned") acknowledges and agrees to the following:

- 1. This Account Agreement and Terms ("Agreement") supercedes, with respect to rentals made subsequent to the acceptance of this application by A Tool Shed Inc., any prior Account Agreement and Terms governing the extension of credit by A Tool Shed Inc. to the Undersigned. Rentals by A Tool Shed Inc. to the Undersigned made subsequent to the acceptance of this application by A Tool Shed Inc. shall be governed by the Rental Contract pertaining to such rental and by this Agreement. In the event that any provisions of the Rental Contract shall conflict with any provision of this Agreement, the Rental Contract shall control.
2. The acceptance of this application shall not create any obligation on the part of A Tool Shed Inc. to rent equipment to the Undersigned or to extend credit to the Undersigned in connection with any such rental.
3. It is understood and agreed that the Undersigned specifically consents to A Tool Shed Inc. investigating the Undersigned's credit history and the information provided on this application, for the purpose of extending credit.
4. If credit is extended, the Undersigned acknowledges that A Tool Shed Inc.'s credit terms are payment in full net (30) days from the date of the invoice.
5. All sums are due and payable in the County of Santa Cruz at the mailing address of: 3700 Soquel Ave. Santa Cruz, CA 95062 or in such other county and/or at such other mailing address as shall be specified on the invoice. In the event of a lawsuit, venue shall reside in the aforementioned County.
6. In the event the Undersigned fails to timely pay any invoice, the Undersigned agrees to pay a late fee to A Tool Shed Inc. on such delinquent invoice until same is fully paid at the rate of 1.5% per month or maximum rate allowed by the laws of jurisdiction where the originating A Tool Shed Inc. branch stated on the invoice is located, whichever is less.
7. The Undersigned agrees that, with or without notice or demand, the Undersigned shall reimburse A Tool Shed Inc. for all expenses (including reasonable collection costs, legal costs and attorney fees) incurred by A Tool Shed Inc. in connection with any indebtedness of the applicant or the collection thereof. As a part of this agreement, revoked checks are subject to \$35.00 fees.
8. The Undersigned agrees fully and promptly to furnish to A Tool Shed Inc. information needed or requested by A Tool Shed Inc. for proper filling out and service of preliminary notices under the mechanic's lien laws.
9. This agreement shall be governed and construed by the laws of the State of California. Customer consents to jurisdiction in the State and United States District Court of California of resolution of all collections. If any provision, or any part of any provision of this Agreement or the application thereof is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.
10. If the equipment rented hereunder is used in the construction of a particular private or public work of improvement, the Undersigned agrees that all monies owed to or received by the Undersigned in connection with such work or works of improvements shall be held by Undersigned in trust for the benefit of A Tool Shed Inc., shall be segregated from other monies of the Undersigned, and shall be used only to pay A Tool Shed Inc., to the extent that such monies are attributable to the equipment rented hereunder until A Tool Shed Inc. has been paid in full for such rentals
11. The Undersigned recognizes that it may from time to time be owed money by A Tool Shed Inc. due to the contracts or transactions between the Undersigned and A Tool Shed Inc., which are separate and distinct from the rentals contemplated by this Credit Application and Agreement. A Tool Shed Inc. shall have the right to withhold from the Undersigned any monies owed by A Tool Shed Inc. to the Undersigned in connection with any such other contracts or transactions and to offset the same against any sums owed by the Undersigned to A Tool Shed Inc. in such amounts as may be deemed by A Tool Shed Inc. to be reasonably necessary to cover such indebtedness of the Undersigned. So long as this right of withhold and offset is carried out in good faith, the Undersigned hereby waives any claims against A Tool Shed Inc. for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
12. THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE AFTER ACCEPTANCE OF THIS APPLICATION BY A TOOL SHED INC. IN CONNECTION WITH THIS AGREEMENT OR ANY RENTAL CONTRACT BETWEEN THE UNDERSIGNED AND A TOOL SHED INC.
13. The terms of this Agreement may be revised or supplemented from time to time by A Tool Shed Inc. sending the Undersigned notice of such changes. It will be presumed that the Undersigned has received any such notice mailed to the Undersigned at the address shown on this Application or otherwise provided to A Tool Shed Inc. The Undersigned's making a rental from A Tool Shed Inc. using credit after the effective date of such changes will constitute the Undersigned's acceptance of such changes.
14. In the event a list of authorized employees is not provided, all employees will be bound by this agreement.
15. The Undersigned agrees to promptly notify A Tool Shed Inc. in writing of any change in the Undersigned's business ownership/form or structure. If the Undersigned fails to promptly notify A Tool Shed Inc. of such change, then the Undersigned expressly assumes full responsibility for all changes and/or credit extensions made on this account subsequent to such change.

Name (Please Print) Title Signature Date

The Undersigned individual who is either a principal or the credit applicant or the sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the Undersigned by A Tool Shed Inc. from time to time as may be needed, in the credit evaluation process.

Name (Please Print) Title Signature Date

GUARANTY

In consideration of the extension of credit to the applicant named herein, the Undersigned, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the applicant to A Tool Shed Inc. 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. A Tool Shed Inc. 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 A Tool Shed Inc. 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-off 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 A Tool Shed Inc. to the extent that such reimbursement is not made by the applicant, for all expenses (including reasonable collection costs and counsel fees) incurred by A Tool Shed Inc. in connection with any indebtedness of the applicant or the collection thereof, and will pay attorneys' fees if the guaranty is placed with an attorney for enforcement or collection from the Undersigned.

The Undersigned personal guarantor, recognizing that his 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 A Tool Shed Inc., 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 hereof or the remaining 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 acknowledges and represents that any titles written near their signature below is/are merely intended to clarify the individual's position with the customer and in no way is intended to limit or cancel the personal nature of this guarantee.

Name (Please Print) Social Security No.

Name (Please Print) Social Security No.

Signature Date

Signature Date

Witness Date

Witness Date

Accepted by A Tool Shed Inc.

Signature

Print

