



# Credit Application

(Must complete fully)

**Drobach Eqpt Rental Co.**  
1938-2017 Celebrating 79 Years

**Phone #: 908-686-0018**  
**Fax #: 908-687-4191**

| For DERC use only |       |
|-------------------|-------|
| Revised           | _____ |
| Decline           | _____ |
| Cust. No.         | _____ |
| Date:             | _____ |

|   |  |  |
|---|--|--|
| Business Name   |  |  |
| Street Address  |  |  |
| City  | State  | Zip Code & 4   |
| Billing Address   |  |  |
| City  | State  | Zip Code & 4   |
| Primary Contact   | Telephone No. (Including Area Code)  | Fax No. (Including Area Code)                        |
| A/P Contact   | Telephone No. (Including Area Code)  | Fax No. (Including Area Code)                        |
| Business Type<br><input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation<br><input type="checkbox"/> LLC <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit |  |  |
| Business Description  |  | Average No. of employees                             |
| Principal Owners, Officers, Stockholders and/or Directors: (Must have SS# if sole proprietor or partnership)  |  |  |
| Name  | Title  | Social Security No.                                  |
|   |  |  |
|   |  |  |
| Federal Taxpayer ID for Corporations  | Date and State Incorporated/Formed   | Years in business                                    |
| Contractor's License No. & Exp. Date  | Parent Corporation Name and City/State   |  |
| Are you listed with Dun & Bradstreet?<br><input type="checkbox"/> No <input type="checkbox"/> Yes, D&B#:  |  | Initial cr. Requirement      Monthly cr. requirement |
| Trade References: (Credit Purchases only)   |  |  |
| Business Name   | Account No.  | Telephone No. (Including Area Code)                  |
| Street Address  | City / State / Zip   | Fax No. (Including Area Code)                        |
| Business Name   | Account No.  | Telephone No. (Including Area Code)                  |
| Street Address  | City / State / Zip   | Fax No. (Including Area Code)                        |
| Business Name   | Account No.  | Telephone No. (Including Area Code)                  |
| Street Address  | City / State / Zip   | Fax No. (Including Area Code)                        |
| Bank Reference  |  |  |
| Bank  | Checking A/C #   | City/Branch  |
| Contact Phone #   | Loan Account No.   |  |
| P.O. Req.    Yes <input type="checkbox"/> No <input type="checkbox"/>   | Tax Exempt    No <input type="checkbox"/> Yes <input type="checkbox"/> (Must attach Tax Certificate) |  |
| Liability Ins. <input type="checkbox"/> Yes (Must attach ins. Certificate)  | Physical Damage                      Yes <input type="checkbox"/> (Must attach Ins. Certificate)     |  |
| Coverage <input type="checkbox"/> No  | Coverage- Rental Equip.              No <input type="checkbox"/> (Damage Waiver will be charged)     |  |
| Bonding Company (Name / Address)  |  | General Contractor (Name / Phone No.)                |
| For the purpose of establishing a credit line with Drobach Equipment Rental Co., I herewith authorize the above named bank and trade reference to furnish the requested account / credit information.                                       |  |  |
| Authorized By: Name (Please print or Type)  | Title  | Signature and Date Signed                            |

# ACCOUNT AGREEMENT AND TERMS

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

1. This Account Agreement And Terms supersedes, with respect to rentals made subsequent to the acceptance of this application by Drobach Equipment Rental Co. (DERC), any prior Account Agreement and Terms governing the extension of credit by DERC to the Undersigned. Rentals by DERC to the Undersigned made subsequent to the acceptance of this application by DERC 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 DERC to rent equipment to the undersigned or to extend credit to the undersigned in connection with any such
  3. It is understood and agreed that the undersigned specifically consents to DERC 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 DERC's credit terms are payment in full net thirty (30) days from the date of invoice.
  5. In the event the undersigned fails to timely pay any invoice, the undersigned agrees to pay a late fee to DERC 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 the jurisdiction where the originating DERC branch stated on the invoice is located, whichever is less.
  6. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse DERC, for all expenses (including counsel fees) incurred by DERC in connection with any indebtedness of the applicant or the collection thereof.
  7. The undersigned agrees fully and promptly to furnish to DERC information needed or requested by DERC for proper completion and service of preliminary notices under the mechanic's lien laws.
  8. This agreement shall be governed and construed by the laws of the STATE of NEW JERSEY. Customer consents to jurisdiction in the State and United States District Court, for 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.
  9. 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 DERC, shall be segregated from other monies of the undersigned, and shall be used only to pay DERC, to the extent that such monies are attributable to the equipment rented hereunder until DERC has been paid in full for such rentals.
  10. The undersigned recognizes that it may from time to time be owed money by DERC due to contracts or transactions between the undersigned and DERC which are separate and distinct for the rentals contemplated by this Credit Application and Agreement. DERC shall have the right to withhold from the undersigned any monies owed by DERC 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 DERC in such amounts as may be deemed by DERC 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 DERC for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
  11. 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 DERC IN CONNECTION WITH THIS AGREEMENT OR ANY RENTAL CONTRACT BETWEEN THE UNDERSIGNED AND DERC.
  12. The terms of this Agreement may be revised or supplemented from time to time by DERC 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 DERC.
- The Undersigned's making a rental from DERC using credit after the effective date of such changes will constitute the Undersigned's acceptance of such changes.
13. The undersigned agrees to promptly notify DERC in writing of any change in the undersigned's business ownership/form or structure. If the undersigned fails to promptly notify DERC of such change, then the undersigned expressly assumes full responsibility for all charges 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 of the credit applicant or a 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 DERC, 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 Drobach Eqpt Rental Co. (DERC). 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. DERC 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 DERC to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant, (c) protest and notice at 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 DERC, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by DERC 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.

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 DERC, 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

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 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