

559 State Fair Blvd.  
Syracuse NY 13204  
PHONE: (315) 472-7607  
FAX: (315) 472-7568



DATE:

TO:

FROM:

FAX NUMBER:

RE: Information needed to be completed to set up an account with Clark Equipment  
Rental & Sales

NO. OF PAGES: 6

COMMENTS:

*Attached please find our 6-page credit application for you to fill out and sign. If this account is for the rental of equipment, please see our "request for Insurance form" for you to use when you contact your agent to obtain this coverage. Clark Equipment must be named as ADDITIONAL INSURED AND LOSS PAYEE... The last sheet attached is needed if you are paying with a credit card. Once you have the forms completed and signed please fax them back to my attention, so I can get your account set up into our system.*

**PLEASE NOTE:** All new and first-time rental's must pay for the first rental period plus trucking prior to receiving the rental equipment.

**ALSO NOTE:** No equipment will leave our yard until we have an insurance certificate in our hand.

Thank you!

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**CREDIT APPLICATION**

COMPANY NAME: \_\_\_\_\_

INDIVIDUAL NAME: \_\_\_\_\_ SSN: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

YEAR BUSINESS ESTABLISHED: \_\_\_\_\_  SOLE PROPRIETOR  PARTNERSHIP  
 CORPORATION  LLC

FEIN#: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

NAMES OF OTHER PRINCIPALS IN PARTNERSHIP OR CORPORATION:

\_\_\_\_\_ PHONE: \_\_\_\_\_ SSN: \_\_\_\_\_

\_\_\_\_\_ PHONE: \_\_\_\_\_ SSN: \_\_\_\_\_

BILLING E-MAIL ADDRESS TO WHICH INVOICES SHOULD BE SENT: \_\_\_\_\_

A/P CONTACT: \_\_\_\_\_ A/P PHONE: \_\_\_\_\_ A/P EMAIL: \_\_\_\_\_

TAX EXEMPTION NUMBER: \_\_\_\_\_ (MUST ATTACH EXEMPTION CERTIFICATE)

**BANK REFERENCE:** (FULL NAME, ADDRESS, PHONE, ETC.):

1. \_\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ ACCT #: \_\_\_\_\_

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**TRADE REFERENCES: (FULL NAME, ADDRESS, PHONE, ETC.):**

1. \_\_\_\_\_ PHONE: \_\_\_\_\_  
\_\_\_\_\_ FAX: \_\_\_\_\_  
\_\_\_\_\_
  
2. \_\_\_\_\_ PHONE: \_\_\_\_\_  
\_\_\_\_\_ FAX: \_\_\_\_\_  
\_\_\_\_\_
  
3. \_\_\_\_\_ PHONE: \_\_\_\_\_  
\_\_\_\_\_ FAX: \_\_\_\_\_  
\_\_\_\_\_
  
4. \_\_\_\_\_ PHONE: \_\_\_\_\_  
\_\_\_\_\_ FAX: \_\_\_\_\_  
\_\_\_\_\_

**Machine will be used on premises owned by:** \_\_\_\_\_

**Jobsite Address:** \_\_\_\_\_

**Jobsite Contact Name:** \_\_\_\_\_ **Jobsite Contact Phone:** \_\_\_\_\_

**Jobsite Contact Email:** \_\_\_\_\_

BY SIGNING BELOW ON BEHALF OF YOUR BUSINESS, YOU REPRESENT THAT YOUR BUSINESS IS A VALID BUSINESS ENTITY, THAT ALL PURCHASES MADE ON THIS ACCOUNT, IF APPROVED, WILL BE FOR VALID BUSINESS PURPOSES, AND THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE BUSINESS WITH AUTHORITY TO ENTER INTO CONTRACTUAL AGREEMENTS. ON BEHALF OF THE BUSINESS, YOU CERTIFY THAT ALL INFORMATION PROVIDED IN THIS APPLICATION IS COMPLETE AND ACCURATE, AND YOU AUTHORIZE CLARK EQUIPMENT RENTAL TO VERIFY INFORMATION ABOUT YOU PERSONALLY AND YOUR BUSINESS IN CONSIDERING THIS APPLICATION AND SUBSEQUENTLY FOR PURPOSES OF UPDATES, RENEWALS, OR COLLECTING THE ACCOUNT.

A 1% PER MONTH LATE CHARGE WILL BE ASSESSED ON ALL INVOICES THAT ARE MORE THAN 30 DAYS PAST DUE. A \$50 CHARGE WILL BE ASSESSED ON ALL NSF CHECKS. COLLECTION COSTS AND EXPENSES WILL BE THE BUYER'S RESPONSIBILITY. SAID COSTS AND EXPENSES SHALL INCLUDE REASONABLE ATTORNEY FEES.

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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**REQUEST FOR CERTIFICATE OF INSURANCE**

RENTER agrees to maintain the following insurance at their own expense:

**COMMERCIAL GENERAL LIABILITY**

Bodily Injury and Property Damage Limit                      \$1,000,000 each occurrence

Products/Completed Operations Limit                                      \$2,000,000 aggregate

Personal Injury & Advertising Injury Limit                      \$1,000,000 each person/org

General Aggregate                                      \$2,000,000

The policy shall be endorsed to name CLARK EQUIPMENT RENTAL & SALES, INC. as an Additional Insured on a primary and non-contributory basis.

**BUSINESS AUTO LIABILITY**

Combined Single Limit of Bodily Injury & Property Damage: \$1,000,000.00 Coverage to Include: Owned, non-owned and hired automobiles.

**WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY**

Coverage A: Statutory

Coverage B: \$100,000 /\$500,000/\$100,000

**UMBRELLA/EXCESS LIABILITY**

Bodily Injury and Property Damage Limit                      \$1,000,000 each occurrence

\$1,000,000 aggregate

**PROPERTY / INLAND MARINE (for equipment leased without operators)**

Coverage on an "ALL RISK" basis. All such equipment is to be insured to 100% of its FULL MARKET VALUE, or to the limit as designated. Clark Equipment Rental & Sales Inc TO BE NAMED AS LOSS PAYEE.

**ADDITIONAL REQUIREMENTS:**

- Clark Equipment Rental & Sales Inc. shall be notified not less than 30 days prior to cancellation or non-renewal of any of the aforementioned required coverages
- Waiver of Subrogation in favor of Clark Equipment Rental and Sales Inc. shall be included on all policies
- A certificate of insurance shall be provided prior to rental inception and shall include a copy of the Additional Insured, Loss Payee and Waiver of Subrogation endorsements shall be included with all certificates

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed) & Title

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**REQUEST FOR CERTIFICATE OF INSURANCE**

DATE OF REQUEST: \_\_\_\_\_

TO: \_\_\_\_\_

COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AGENT: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SUBJECT: Certificate of Insurance naming Clark Equipment Rental & Sales as Additional Insured and Loss Payee.

*I authorize the release of the insurance certificate to Clark Equipment Rental & Sales as requested.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed) & Title

Dear Sir/Madam:

Please contact your insurance company and request that they issue to **Clark Equipment Rental & Sales**, a certificate of insurance for a minimum of \$1,000,000.00 combined single limit showing endorsement with **Clark Equipment Rental & Sales, Inc.**, as **Additional Insured**. Also, please request **FIRE, THEFT, VANDALISM and EXTENDED COVERAGE** insurance in an amount equal to or greater than the value of the equipment rented, naming **Clark Equipment Rental & Sales**, as **LOSS PAYEE** with a maximum deductible of \$1,000.00.

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**CREDIT CARD AUTHORIZATION FORM**

DATE OF REQUEST: \_\_\_\_\_

TO: \_\_\_\_\_

COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER

CARD EXPIRATION DATE: \_\_\_\_\_

CARD HOLDERS NAME (LISTED ON THE CARD): \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_

CVV NUMBER: \_\_\_\_\_

*I hereby authorize Clark Equipment Rental & Sales to charge the above credit card in the amount of \$ \_\_\_\_\_*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed) & Title

*I/We certify that the above information is true and correct, and I/We agree to pay this account in accordance with your credit terms. I/We authorize you to verify this information and/or obtain additional information by securing data from a credit reporting agency. I/We understand that all past due balances will be subject to a 1 ½% per month late payment fee. I/We further agree to pay 25% collection charge and/or reasonable attorney's fees, costs, in the event of default, if the account is placed with an attorney or bonded collection agency. It is understood that in the absence of any remittance detail, we have the right to apply payments to your account at our discretion. **I/We hereby authorize my bank, lender, or financial institution and/or any trade reference to release information regarding my account to Clark Equipment Rental & Sales.***

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**AUTHORIZATION TO RELEASE CREDIT INFORMATION**

DATE OF REQUEST: \_\_\_\_\_

We, \_\_\_\_\_, recently applied for credit with Clark Equipment Rental & Sales. We have been requested to provide information concerning our credit history. Therefore, we authorize the investigation of our credit information.

Your release of our credit information is authorized where such information is of record or not. we release you and all persons, agencies agents, employees, firms, companies, or parties affiliated with you from any damages resulting from providing such information.

This authorization is valid for thirty (30) days from the date of my signature below. Please keep a copy of our release request for files.

Thank you in advance for your cooperation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed) & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone number

**PERSONAL GUARANTEE:** In consideration for the credit extended to the above listed Purchaser, for good and valuable consideration, the undersigned hereby guarantees and agrees to be unconditionally and personally liable to **Clark Equipment Rental & Sales**, its successors, assignees, parents, and subsidiaries, for the due performance of each of the past, present, and future Secured Obligations and/or indebtedness incurred by the above Purchaser, its successors, assignees, parent and/or subsidiaries to **Clark Equipment Rental & Sales**.

1. I/We hereby waive notice of acceptance hereof, and of all notices of any kind to which I/we may be entitled, including without limitation any-and-all demands of payment, notices of non-payment, protest, and dishonor to me or said business entity. I/My liability hereunder is direct and unconditional and may be enforced without requiring **Clark Equipment Rental & Sales** to first resort to any other right, remedy or security. In the event of default in payment by Purchaser, I/We shall be obligated to pay to **Clark Equipment Rental & Sales**, all the Secured Obligations plus 1 ½% per month on all past due balances, 25% collection charge and/or reasonable attorney's fees and costs.

2. I/We hereby waive any-and-all right to a trial by jury in any action or proceeding based hereon. This instrument cannot be changed orally and shall be interpreted according to the laws of the State of **Clark Equipment Rental & Sales**.