

**Golden Empire Equipment, Inc.**  
 PO Box 81612 Bakersfield, CA 93380-1612  
 Phone (661) 588-8210 Fax (661) 588-2157

## Credit Application and Master Rental Agreement

Approved By:	_____
Date Approved:	_____
Credit Limit	_____

Customer Business Name				Date	
Street Address		<input type="checkbox"/> Own <input type="checkbox"/> Rent	Billing Address		
City		State	Zip	City	
Contact		Phone No.	Fax No.	Federal ID No.	No. of Employees
Business Description			Contractor Lic No.	Business Type	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
<b>Owners (Officers if a Corporation)</b>					
Name		Title		Soc Sec No.	Home Phone
Street Address		City		State	Zip
Name		Title		Soc Sec No.	Home Phone
Street Address		City		State	Zip
Name		Title		Soc Sec No.	Home Phone
Street Address		City		State	Zip
<b>Bank Reference</b>					
Bank		Contact	Checking Acct No.	Phone No.	
Street Address		City		State	Zip
<b>Trade References</b>					
Name		Address			Phone No.
Name		Address			Phone No.
Name		Address			Phone No.
<b>Subsidiaries or Affiliated Companies Subject to Master Lease</b>					
Business Name				Federal ID No.	
Business Name				Federal ID No.	

**PLEASE SUPPLY THE FOLLOWING INFORMATION TO HELP US SERVE YOUR ACCOUNT NEEDS.**

1. Do you require a purchase order number on each invoice? YES  NO
2. Do you have any restrictions on who can order or sign for equipment.? If Yes, attach a list of authorized personnel. YES  NO
3. Do you purchase/rent tax exempt? If Yes, you must attach resale certificate. YES  NO

**YOU MUST PROVIDE A CERTIFICATE OF INSURANCE NAMING GOLDEN EMPIRE EQUIPMENT, INC. AS ADDITIONAL INSURED AND LOSS PAYEE ON ANY AND ALL EQUIPMENT RENTED.**

**TERMS OF CREDIT:**

1. Each invoice is due and payable within 30 days from the invoice date.
2. If equipment is rented for more than 4 weeks, periodic unsigned invoices will be issued for rental charges due.
3. Any account with a delinquent balance may be placed on a cash basis at any time, and the equipment picked up without notice.
4. Preliminary lien notices and mechanics' liens are filed as a matter of company policy, and is not a reflection of your credit standing.
5. Customer agrees to pay on each delinquent account a monthly service charge of 2% or the maximum permitted by law.
6. Customer agrees to pay all reasonable attorney fees, collection costs, and court costs incurred by Golden Empire Equipment in enforcing these terms and conditions.

Customer Signature: \_\_\_\_\_

The undersigned warrants that all information is correct, that he is the authorized representative of Customer with authority to bind Customer and the listed Subsidiaries or Affiliated Companies, and that, on behalf of Customer, he has read, accepts and agrees to be bound by all of the terms and conditions set forth in this Agreement, both front and back, and in each rental contract ordered by the undersigned or his agents. The undersigned specifically consents to and authorizes Golden Empire Equipment, Inc. to investigate Customer's credit history, to obtain credit reports, trade reports, bank references, and utilize credit reporting services for information on the undersigned, for the purpose of extending or continuing credit. Signed copies transmitted electronically or by facsimile shall be deemed originals.

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**CONTINUING PERSONAL GUARANTY:**

The undersigned hereby unconditionally guarantees the full and prompt payment to Golden Empire Equipment, Inc. when due all indebtedness, obligations, and liabilities of Customer and the Subsidiaries and Affiliated Companies named in this Credit Application, including all amounts now owing and arising in the future, and including any interest, attorney fees, and collection costs. The undersigned agrees to be personally bound by all credit terms of this Credit Application. This guaranty shall continue in force until notice in writing sent by certified mail, return receipt requested, is received by Golden Empire Equipment, Inc. The notice shall specify the date of termination, not to be less than seven days after the notice is received and shall not affect any charges for transactions that were entered into prior to the termination date. This Guaranty is a guarantee of payment and performance, and not of collection.

**Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

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

**GOLDEN EMPIRE EQUIPMENT, INC. MASTER RENTAL AGREEMENT**

For the purpose of this Agreement, "GEE" shall mean Golden Empire Equipment, Inc., its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its Subsidiaries or Affiliated Companies, agents and/or employees.

In consideration of hiring of rental equipment (the "equipment") from GEE, Customer agrees as follows:

**1. Master Rental Agreement.** Customer and GEE hereby agree that, unless expressly altered by the terms of any subsequent Rental Agreement, all the terms and conditions of this Agreement shall be incorporated as if set forth in full in each Rental Agreement entered into between Customer and GEE. By accepting and using any piece of GEE equipment, Customer acknowledges that he is bound by the terms of this Agreement. This Agreement shall automatically renew on each anniversary date unless either party elects, by giving written notice to the other party, not to renew the Agreement.

**2. Indemnity/Hold Harmless.** Customer shall take all necessary precautions regarding the equipment, and protect all persons and property from injury or damage. Customer agrees to indemnify and hold harmless GEE from and against any and all liability, claims, judgments, attorneys' fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the equipment, however caused, except claims or litigation arising through the sole negligence or willful misconduct of GEE.

**3. Assumption of Risk/Release-Discharge of Liability.** Customer is aware and acknowledges there is risk of injury or damage arising out of the use or operation of the equipment and hereby elects to voluntarily enter into this Agreement and assume all of the risks of injury or damage. From the time the equipment leaves GEE until the equipment is returned to and accepted by GEE during normal business hours, Customer assumes all risk of loss and all losses, including, without limitation, losses incurred while the equipment is in transit, is at any location, is in storage or is on Customer's premises. Customer agrees to release and discharge GEE from any and all responsibility or liability for any injury or damage arising out of the use or operation of the equipment; and Customer further agrees to waive, release and discharge any and all claims against GEE for injury or damage which Customer otherwise may be entitled to assert.

**4. Operators.** No operators are furnished with any equipment rentals.

**5. Receipt/Inspection of Equipment.** Customer hires the equipment on an "as is" basis. Customer agrees that he will personally inspect the equipment prior to possession. Customer agrees that acceptance of the equipment shall be deemed acknowledgement of receipt of all items listed in the Rental Agreement, that the equipment is in good working order and repair, suitable for Customer's needs, and that Customer understands (without further instructions) its proper operation and use.

**6. Possession/Title.** Customer's right to possession of the equipment begins upon equipment leaving GEE and terminates on the agreed Return Date indicated on the front of the Rental Agreement. Retention or possession after the agreed Return Date constitutes a material breach of this Agreement. Time is of the essence. Any extension of the Rental Agreement must be agreed upon in writing. Title to the equipment is and shall remain in GEE. If the equipment is not returned and/or is levied upon for any reason whatsoever, GEE may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so.

Customer hereby agrees to indemnify, defend and hold GEE harmless from any and all claims and costs arising from such retaking and/or levy. If equipment is levied upon, Customer shall notify GEE immediately.

**7. Rental Period/Rate/Payment.** Rental period is for 24 hours unless a longer term is specified in the Rental Agreement. Rental rates are based upon single shift usage (8 hours per day, 40 hours per week, 160 hours per month). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving GEE. Rental charges end upon return of equipment to GEE in an acceptable condition; rental charges shall continue until damaged equipment is repaired. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time equipment may not be in actual use while in Customer's possession. Customer is responsible for rental charges if the Equipment is lost, damaged or destroyed prior to return to GEE's equipment yard, until the date the replacement cost is recovered by GEE from Customer or Customer's insurance carrier. If the equipment is returned prior to the end of the 24 hour minimum rental period, the rental due shall be for the entire minimum rental period. Open accounts are due net 30 days from invoice date. Customer agrees to pay a monthly service charge of 2% or the maximum permitted by law on past due accounts. Customer agrees to pay GEE a fee for environmental compliance.

**8. Compliance With Laws/Use of Equipment.** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer shall at his sole expense comply with all municipal, county, state and federal laws, ordinances and regulations, which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due. Customer shall not allow any person to operate or use the equipment who is not qualified, or who has not received and understood safety and operating instructions, or who does not utilize all safety equipment. Customer shall not allow any person to: use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without GEE's prior written permission; or allow a lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify GEE when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that GEE has no responsibility to inspect the equipment while in Customer's possession.

**9. Idling Limits.** Under Title 13, Cal Code of Regulations, §2449, effective June 15, 2008, in-use off-road diesel vehicles are not permitted to idle for more than 5 consecutive minutes. LESSEE is responsible for compliance with the idling regulations and may be subject to fines imposed by the Air Resources Board for violations of the regulations. By executing this Agreement, LESSEE acknowledges that LESSEE understands the idling regulations and is responsible for ensuring its operators comply with the regulations.

**10. Edges And Points.** Customer is required to replace points and cutting edges before damage is done to the equipment, or to notify GEE that points and cutting edges need replacement before any damage is done.

**11. Track Type Equipment.** Track type equipment is not to be used in ROCK or WATER.

**12. Water Trucks.** Water Trucks must be hauled to and from the job site on a licensed vehicle. Water trucks are not insured as licensed vehicles to be operated on roadways; only as special equipment operated off highway.

**13. Return of Equipment.** Customer agrees to return the equipment to GEE by the agreed Return Date in as good condition as when received, ordinary wear and tear excepted. Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, rosin or any other material. Customer shall be liable for all damages to or loss to the equipment and liability incurred prior to equipment's return to GEE. Customer shall be responsible for all costs incurred by GEE recovering and returning damaged equipment to GEE's premises.

**14. Delivery/Pick Up.** If equipment is to be picked up by GEE, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment until the equipment is picked up by GEE. If Customer requests GEE to deliver or pick up the equipment, Customer agrees that GEE will not be responsible for any damage to the pick up/delivery site, or for any mud or dirt tracked out from the site.

**15. Disclaimer of Warranties.** GEE makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. GEE shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation, use, or any failure of the equipment. GEE shall not be responsible for any defect or failure unknown to GEE. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies GEE immediately of such failure and returns the equipment to GEE within 24 hours of such failure.

**16. Insurance.** The Customer shall at its own expense and at all times during the term of the Rental Agreement maintain in force: (a) Liability Insurance Policies for injury/damage to third parties, which shall include liability limits written on a combined single limit basis of not less than \$2,000,000 per occurrence; (b) if the equipment rental includes motor vehicles, a Business Automobile Liability Insurance Policy, which must include coverage for the non-owned motor vehicles; (c) Property Insurance/Physical Damage Insurance in an amount adequate to cover any damage to, or loss of, the equipment; and (d) Worker's compensation/employer's liability insurance with no less than the statutory minimum limits. All insurance must have the usual exclusions deleted, including the Boom Exclusion, the Overload Exclusion and the Waterborne Exclusion. Customer must provide a Certificate of Insurance naming GEE as Additional Insured and Loss Payee with respect to the coverages described above. Such certificate(s) shall be endorsed to

provide that the insurance policies may not be cancelled or materially modified except on 30 days prior written notice to GEE. Customer acknowledges that it is responsible for any losses not paid for by insurance.

**17. Accident Reporting.** Customer shall notify GEE within 24 hours of any accident or occurrence involving the Equipment in which a person or property is, or is claimed to be, injured or damaged.

**18. Purchase Orders.** The use of Customer's purchase order number on the Rental Agreement is for Customer's convenience and identification only.

**19. Subletting/Location of Equipment.** Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the location at which Customer represented it was to be used.

**20. Default.** Time of the essence of this Agreement. The occurrence of any of the following events shall constitute a default of this Agreement by Customer: (a) any failure by Customer to pay on or before the date due the full amount of any payment, taxes, insurance premium or other obligation of this Agreement; (b) any failure by Customer to perform any other of Customer's obligations under this Agreement; (c) any attempt by Customer to remove, sell, transfer, sublease, assign, encumber, or otherwise transfer, dispose of, or part with possession of the Equipment without GEE's prior written consent; (d) the making of any false or misleading statements by Customer to GEE in connection with this Agreement; (e) the dishonoring of any check, note or other instrument given for any payment under the terms of this Agreement, when presented for payment; (f) Customer becoming insolvent or becoming the subject of a petition in bankruptcy, either voluntarily or involuntarily, or Customer making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of a receiver; (g) any seizure or levy upon the Equipment leased under this Agreement by reason of any legal process directed against Customer; (h) a reasonable determination by GEE that the Equipment is in danger of misuse, confiscation, damage or destruction; or (i) operation of the Equipment in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

**21. Remedies.** In the event of default by Customer, GEE shall have all the rights and remedies permitted by law and in equity. Customer acknowledges and agrees that GEE shall be entitled to exercise any and all available rights and remedies in any combination or sequence not expressly prohibited by law, including but not limited to (a) sue for and recover all lease payments and other payments, then accrued or thereafter accruing; (b) request Customer to assemble any or all of the Equipment to make the same available to GEE at a reasonable time and place designed by GEE and to put GEE in possession thereof; (c) terminate this Agreement as to any or all of the Equipment, but such termination shall not release Customer from the liabilities and obligations arising from the default; (d) take possession of the Equipment, without demand or notice, wherever located, without any court order or other process of law; (e) sell or otherwise dispose of any or all of the Equipment, whether or not in possession, with or without notice to Customer, at private or public sale, or re-lease any or all of the Equipment on such terms and conditions as GEE deems appropriate; and (f) utilize any and all other remedies available at law or in equity. In the event that GEE re-leases, sells or otherwise disposes of the Equipment, Customer shall receive a credit against amounts due to GEE under this Agreement equal to the net proceeds of such action (but not exceeding the amounts due to GEE), after deducting all costs of such re-lease and sale, and Customer shall continue to remain liable for any remaining amounts due to GEE after application of the proceeds. If for any reason it becomes necessary for GEE to retake possession of the Equipment, Customer authorizes GEE to retake the Equipment and agrees that GEE shall not be liable for any claims for damage or trespass arising out of the removal of the Equipment. No failure by GEE to exercise any right or power accruing upon any event of default or breach of this Agreement shall impair any such right or power, or shall be construed to be a waiver of any such event of default or breach, or acquiescence thereto.

**22. Legal Fees.** In any legal action or proceeding to enforce this Agreement or the Rental Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs incurred in such action or proceeding. Venue for all court proceedings shall be Bakersfield, Kern County, California. This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

**23. Performance By GEE of Customer's Obligations.** In the event that Customer fails to comply with any provision of this Agreement including but not limited to the obligation to maintain insurance, GEE shall have the right, but shall not be obligated, to effect such compliance on Customer's behalf upon five day's prior written notice to Customer. In such event, Customer shall reimburse GEE for the costs thereof within ten days after written notice from GEE requesting reimbursement. In the event that Customer fails to make reimbursement to GEE within ten days, interest shall accrue on the amounts due at the rate of 2% per month from the date of payment by GEE until paid in full by Customer.

**24. Survival of Obligations.** Any obligations specified in this Agreement which by necessary implication extend beyond the termination of this Agreement, shall survive termination of this Agreement.

**25. Severability.** If any provision of this Agreement is found to be for any reason unenforceable, such provision shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions of the Agreement.

**26. Authority of Customer.** The individual signing this Agreement on behalf of Customer warrants that he is the authorized representative of the Customer with authority to bind the Customer.

**27. Facsimile and Electronic Copies.** Customer and GEE agree that signed copies of this Agreement transmitted electronically or by facsimile shall be deemed originals.

Customer hereby agrees to the foregoing rental terms.

Customer Signature: \_\_\_\_\_