





## DROP-OFF CERTIFICATE

**REQUEST OF CUSTOMER/LESSEE FOR DROPOFF(S) AT DESIGNATED DELIVERY SITE(S):** The undersigned Lessee (also referred to hereinafter as "you" and "your") has requested that Modern Lift, Inc. dba. Modern Lift Rentals, an Arizona S Corporation company (hereinafter, "Lessor," "MLR," "we," "us" and/or "our"), from time to time, deliver the "Rented Item(s)" identified in one or more Rental Contracts by and between MLR and Lessee (hereinafter "Rental Contract(s)") to the delivery destination(s) (each such destination being hereinafter referred to as a "Site") set forth therein. By executing this Drop-off Certificate (hereinafter, the "Certificate") in the space provided below, Lessee acknowledges that such Lessee:

1. Has requested that such deliveries be made by MLR to the subject Site(s) *in Lessee's absence* (each, an "Unmonitored Delivery");
2. Has received all necessary familiarization, training, instructions and warnings regarding the safe and proper use of each such Rented Item;
3. Voluntarily assumes all liability for such Rented Item(s) (including without limitation, any and all damage to and/or defacement, removal, modification, restriction, and/or disabling thereof [including all forms of vandalism and graffiti]) immediately upon departure of the Rented Item(s) from MLR's facility in each case (regardless of whether Lessee and/or any representative of Lessee is present at the date/time of any Unmonitored Delivery) and at all times thereafter; and
4. Agrees to accept the statements of MLR's representatives and all drivers and other delivery personnel, including without limitation, third-party contractors (collectively, "Delivery Personnel") regarding the status, condition, and quantity(ies) of such Items, and the date and time of each Unmonitored Delivery.

**Commencement:** Accordingly, except only to the minimum extent required under applicable law, upon commencement of each such Unmonitored Delivery (which, for the avoidance of doubt, shall be deemed to be made "FOB Shipping Point" *Incoterms 2020*), you will be deemed to have represented, warranted, confirmed, acknowledged and agreed to and for the benefit of MLR with respect to each Rental Contract and each "Item" identified therein as follows:

- (a) You have carefully read, understand and agree to comply fully and at all times with: (i) the Rental Contract (or if no Rental Contract is signed by you prior to any Unmonitored Delivery, you agree to honor and be bound by MLR's standard Terms and Conditions of Rental Contract, a copy of which, you acknowledge having received and carefully reviewed) with respect to the subject Rented Item(s); and (ii) any and all Addenda(um), Instructions and warnings referenced therein; and
- (b) You have agreed to, and to the maximum extent permitted under applicable law, you do hereby, **ASSUME ALL RISKS** arising in connection with each Unmonitored Delivery, including without limitation, all risks of personal injury(ies) (including death) and property loss, damage (including without limitation, graffiti and vandalism), destruction and/or theft (including without limitation, loss, damage, destruction and/or theft of/to the Item(s)), and hereby agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** Modern Lift, Inc., its owners, officers, managers, directors, agents, employees, contractors, representatives, insurers, subrogees, successors and assigns (collectively, the "Lessor Parties") for, from and against, any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or associated with each Unmonitored Delivery, as well as the above referenced risks.

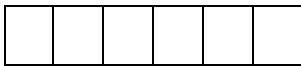
**Completion:** Upon completion of each Unmonitored Delivery, except only as otherwise thereupon acknowledged in writing by the Applicable Delivery Personnel, you will be deemed to have represented, warranted, confirmed, acknowledged and agreed to and for the benefit of MLR that:

- (i) You have received, counted, carefully examined, inspected and tested, and have **accepted** each Rented Item "**AS-IS**," having acknowledged that it is complete (and it includes any and all requested attachments), reasonably safe, clean and in good working order, condition and repair, free of damage and defects, properly functioning, in full compliance with the Rental Contract and all applicable laws, rules and regulations, and otherwise in all ways acceptable to you;
- (ii) If the Rented Item(s) include any Item(s) requiring fuel, coolant, lubricants or other fluids, all of such fuel and/or fluids (as applicable) had been filled upon your receipt of the subject Rented Item(s);
- (iii) If any Rented Item(s) was/were delivered and/or installed, you were notified in advance and given a reasonable opportunity to be present during such delivery and/or installation. Now that such delivery and/or installation (as applicable) is complete, you have thoroughly inspected the Site and each Rented Item, and you agree that: (x) you are completely satisfied with such delivery and/or installation (as applicable) and the condition of the Site; and (y) no damage was done to the Site or any other property, unless you specifically authorized it and agreed to indemnify, defend and hold harmless Modern Lift, Inc. and the other Lessor Parties for all of the same (which agreements are hereby reaffirmed); and
- (iv) You do not feel that MLR has breached the Rental Contract, any Addenda(um) thereto and/or any other agreement between you and MLR in any way. **Generally:**

You further represent, warrant, acknowledge, confirm and agree as follows:

- (A) You are not relying on any statements, representations or warranties that do not appear in writing either in this Certificate or in the Rental Contract;
- (B) If you had any questions or concerns about the language and/or legal effect(s) of the Rental Contract, any Addenda(um), and/or this Certificate, you had a reasonable opportunity before signing it/them to seek the advice of legal counsel and ask questions of MLR regarding the same;
- (C) That you **will indemnify, defend and hold harmless** Modern Lift, Inc., its parents, affiliates and subsidiaries, and their respective owners, members, managers, officers, directors, agents, employees, contractors, insurers, subrogees, representatives, successors and assigns, for, from and against any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with your breach of, and/or any inaccuracy in or with respect to any information, representation, covenant, warranty and/or agreement made by you and included in, this Certificate, the Rental Contract and/or any other agreement(s) and/or Addenda(um) provided by MLR;
- (D) You were not unfairly induced to sign this Certificate (acknowledging that this Certificate has been provided by MLR in an attempt to accommodate your request for Unmonitored Deliveries), the Rental Contract or any other Addenda(um) provided by MLR, and you agree that the terms hereof and thereof are reasonable and fair, and constitute the valid and binding obligations of Lessee, particularly in light of the risks involved in making Unmonitored Deliveries (which risks have been fully explained to, and understood by, you); and
- (E) This Certificate: (i) is correct and complete in all respects; (ii) fully and accurately sets forth the facts related to its execution; (iii) cannot be modified absent the express written consent of MLR; and (iv) shall be deemed incorporated into, shall supplement, and shall not limit or impair, any Rental Contract and/or Addenda(um), unless otherwise specifically agreed in writing by Modern Lift, Inc. MLR's commencement of one or more Unmonitored Delivery(ies), whether or not completed (it being acknowledged that *MLR may, at its sole option, elect to forego any Unmonitored Delivery, for any reason or for no reason, in MLR's sole and absolute discretion*) shall be deemed adequate consideration for Lessee's execution of this Certificate (without which, MLR would not attempt any Unmonitored Delivery(ies)). Any photocopied, facsimiled, digital or electronic signature of the undersigned appearing hereon will be deemed the equivalent of an original for all purposes. Lessee has received, carefully reviewed and hereby irrevocably and unconditionally agrees to each of the foregoing provisions.

**Lessee's Signature:** \_\_\_\_\_



# MODERN LIFT. INC.

2425 W. CURTIS RD  
TUCSON, AZ. 85705

Phone: (520) 882-6380  
Fax: (520) 882-6388  
E-mail: [Mary@ModernLift.com](mailto:Mary@ModernLift.com)

## CREDIT APPLICATION/APPLICANT AGREEMENT

You, the applicant are applying for credit from Modern Lift, Inc. ("Modern") for the purpose of obtaining rentals, products and/or services from Modern. Applicant understands and expressly agrees that the information provided on the front and back of this credit Application and any financial statements provided to Modern is being provided for the purpose of obtaining credit. Applicant further understands that Modern is relying upon the accuracy of this information. Applicant, therefore, represents and warrants that the information provided is true and complete. Applicant further understands and agrees that Applicant has an on-going affirmative duty to notify Modern on immediately of any material change in Applicant's financial status and any change in the information provided herein. Where the word "Applicant" is used it includes the undersigned.

THIS APPLICATION MUST BE COMPLETED AND SIGNED IN ITS ENTIRETY. THIS APPLICATION MAY BE TRANSMITTED BY FAX OR OTHER ELECTRONIC MEANS (E.G., PDF), AND ALL SUCH SIGNATURES SHALL BE FULLY BINDING AS IF THEY WERE ORIGINAL SIGNATURES. BOTH SIDES OF THIS APPLICATION MUST BE TRANSMITTED.

		( )			( )
Applicant Name (Company Legal Name)		Telephone		Fax	
Physical Address		City	State	Zip	
Billing Address		City	State	Zip	
Description of Business		Contact:	E-Mail Address		
Annual Sales	In Business Since		Number of Employees		
BUSINESS STRUCTURE	Corporation <input type="checkbox"/>	Limited Liability Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	
If a division or subsidiary, name of Parent Corp: _____					
If incorporated, date of incorporation: _____ and state of corporation: _____					
LICENSING INFORMATION	Contractors License No.		State	Federal Tax No.	
	Bond Co.	Bond No.:	SIC Code:	D&B No:	D&B Rating:
COMPANY PRINCIPAL(S)	Name	Title	% of Ownership	Birthdate	SSN
	Home Address		City	State	Zip
COMPANY PRINCIPAL(S)	Name	Title	% of Ownership	Birthdate	SSN
	Home Address		City	State	Zip
HAS THE FIRM OR ANY OF ITS PRINCIPALS EVER FILED BANKRUPTCY?		YES <input type="checkbox"/>	NO <input type="checkbox"/>	DATE: _____	

**THIS APPLICATION COVERS ALL CURRENT AND FUTURE PURCHASES, RENTALS AND SERVICES. BY SIGNING BELOW OR ACCEPTING ANY MATERIALS, VEHICLES, SERVICES AND/OR EQUIPMENT, EVEN IF THIS APPLICATION OR CONTRACT IS NOT SIGNED, APPLICANT AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, RENTAL OUT CONTRACT(S), EQUIPMENT SALE INVOICE(S)/ORDER(S), AND/OR WORK ORDER(S)/SERVICE ESTIMATE(S).**

### AUTHORITY TO CONFIRM INFORMATION AND OBTAIN CREDIT REPORTS

Applicant hereby expressly authorizes Modern Lift to contact any parties listed herein and to verify any information contained in this Credit Application. If any of the information provided herein is believed by Modern Lift to be untrue, Applicant hereby agrees that all of Applicant's obligations to Modern Lift, or held by Modern Lift, shall become immediately due and payable in full to Modern Lift without any notice or demand whatsoever from Modern Lift, Inc. being required. The Applicant hereby waives any privacy of credit information rights or regulations. The Applicant hereby expressly consents to allow Modern Lift to obtain a consumer report or reports, as defined in the Fair Credit Reporting Act, on the Applicant as deemed necessary by Modern Lift, and hereby expressly instructs any consumer reporting agency to provide Modern Lift with a consumer report or reports on the Applicant. The Applicant intends to use this information to, among other things, evaluate the credit worthiness of the Applicant whether as a principal in the transaction or as a guarantor, and to evaluate the collectability of any debt owed to Modern Lift by the Applicant in any capacity whatever. **PLEASE SEE REVERSE SIDE FOR ADDITIONAL TERMS AND IMPORTANT INFORMATION REGARDING MLI'S POLICY ON DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION.**

FOR VALUE RECEIVED AND IN CONSIDERATION FOR ARI EXTENDING CREDIT TO THE APPLICANT, THE INDIVIDUAL EXECUTING THIS APPLICATION BELOW HEREBY AGREES, REPRESENTS, AND WARRANTS THAT: (A) S/HE IS AUTHORIZED TO DO SO ON BEHALF OF THE APPLICANT; (B) ALL INFORMATION CONTAINED IN THIS APPLICATION IS A TRUE, COMPLETE, AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF THE APPLICANT; (C) APPLICANT AGREES TO ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS APPLICATION; AND (D) AN ELECTRONIC (E.G., PDF) OR FACSIMILE COPY OF THIS APPLICATION SHALL BE VALID AS THE ORIGINAL.

Print Applicant Name: \_\_\_\_\_ Print Authorized Officer's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Officer's Signature: \_\_\_\_\_ Print Authorized Officer's Title: \_\_\_\_\_

### PERSONAL GUARANTY

In consideration for Modern Lift extending credit to the Applicant, the undersigned hereby personally and unconditionally guarantees to Modern Lift the Prompt payment of any and all money due and owing to Modern Lift by the Applicant and further personally and unconditionally guarantees the full prompt and faithful performance by the Applicant of any and all terms, covenants and conditions of any agreement between Applicant and Modern Lift. To the fullest extent permitted by law, the undersigned hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies. This guarantee is a continuing obligation of the undersigned and may be revoked for future indebtedness only by notifying Modern in writing via certified or registered mail.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# MODERN LIFT, INC.

**2425 W. CURTIS RD  
TUCSON, AZ. 85705**

## CREDIT APPLICATION/APPLICANT AGREEMENT

BANK REFERENCES	Name _____	Branch Location _____	Telephone _____
	Checking Account No. _____	Savings Account No. _____	
	Loan Balance \$ _____	Business <input type="checkbox"/>	Personal <input type="checkbox"/>
		Secured By _____	
TRADE REFERENCES (Open Accounts Only)	1. _____ Firm Name, Address and Telephone Number	Contact Name _____	Fax Number/Email Address _____
	2. _____ Firm Name, Address and Telephone Number	Contact Name _____	Fax Number/Email Address _____
	3. _____ Firm Name, Address and Telephone Number	Contact Name _____	Fax Number/Email Address _____
Any of your employees, agents (apparent or actual), affiliates or related entities will be presumed to have authority to rent equipment on your behalf unless you provide Modern Lift with advance written notice to the contrary.			
<b>DISCLOSURE OF NON-PUBLIC PERSONAL INFORMATION</b>			
<b><i>THE UNDERSIGNED EXPRESSLY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT THE INFORMATION GIVEN IS TRUE, COMPLETE, AND CORRECT AND FURTHER AGREES TO ALL TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE SIDE HEREOF.</i></b>			

Are purchase orders required?      Yes \_\_\_      No \_\_\_

Names of Authorized Personnel who can charge on account: \_\_\_\_\_

**(i) GENERAL TERMS**

- (A) By completing this Application, Modern Lift is not agreeing to extend credit to Applicant but is considering whether to allow Applicant to purchase or rent equipment on an open account from Modern Lift. All such purchases and rentals are made subject hereto unless other terms are expressly agreed to, in writing, between Applicant and Modern Lift.
- (B) If Applicant disputes the equipment rental, the charge therefore, and/or the validity or correctness of any transactions Applicant has with Modern Lift Applicant must notify Modern Lift in writing of the dispute, including details thereof, within 10 days of learning of the dispute. If Applicant fails to notify Modern Lift of any dispute within the 10 day time period, Applicant shall be deemed to have accepted the transaction as satisfactory and to have voluntarily waived any such dispute or claim.
- (C) Applicant and guarantor(s), jointly and severally, hereby agree to pay any and all fees and costs, including attorney's fees and fees paid to collection agencies, incurred by Modern Lift in enforcing the terms and provisions of this Agreement and/or in collecting any money owed to Modern lift. Applicant understands and agrees that Modern Lift has no obligation to extend credit to Applicant and that Modern Lift in its sole and absolute discretion, may terminate the extension of any account accommodations or credit to Applicant at any time for any reason or for no reason whatsoever. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

**(ii) PAYMENT TERMS**

- (A) All amounts charged by the Applicant will be due 30(THIRTY) DAYS FROM DATE OF INVOICE or as specified on invoice. A FINANCE CHARGE will be imposed on any balance of the account that is not paid by the last day of the month in which the account becomes due. Applicant will incur NO FINANCE CHARGE if the account is paid in full by the last day of the month in which the account becomes due. The amount of the FINANCE CHARGE is computed on the last day of each month by multiplying the unpaid balance of the invoices which are due, after deducting payments and/or credits during the month, by a periodic rate of one and one half percent (1 ½ %) per month, or the highest legal rate permitted by law, whichever is lesser. The corresponding NOMINAL ANNUAL PERCENTAGE RATE is eighteen percent (18%) per year.
- (B) Payment must be made to Modern Lift, Inc., 2425 W. Curtis Rd., Tucson, AZ 85705, prior to the last day of the month in which the account becomes due to avoid a FINANCE CHARGE. MODERN LIFT INC may at its option, require its Applicants to enter into a security agreement at the time of purchase. MODERN LIFT is to retain title to and obtain a security interest in the property purchased until the amount charged for the property has been paid in full. Personal guarantees may be necessary on corporate, partnership, or proprietorship accounts. Applicant acknowledges and represents that any and all equipment or parts sold or rented, or service work performed shall be used for business purposes only, and not for personal, family or household purpose. A service charge of up to \$25.00 will be applied to each returned check. Account(s) 60 days old will be placed on C.O.D. This credit application will governed by the laws of the state in which the equipment is rented.

- (iii) A service charge of up to \$25.00 will be applied to each returned check. Account(s) sixty (60) days past due may be suspended at Modern's discretion.
- (iv) Nothing herein shall be construed as an extension or a waiver of any due date of any amounts payable by Applicant, or authorization of payment of charges on an installment basis.