BUSINESS ACCOUNT SETUP

rental@highreach.us
951-471-2127
Physical: 202 W Minthorn St, Lake Elsinore, CA 92530
Mailing: 31566 Railroad Canyon Rd Suite 2 #1400, Canyon Lake, CA 92587

Already have a company information sheet? Attach it and fill only missing details.

Please complete account setup form and signature below. No standard bank or trade references.

1 | BUSINESS DETAILS

Full legal business name (sole proprietor: owner's legal name)

DBA / trade name, if different

Entity type (LLC, corporation, sole proprietor, etc.)

Business street address, city, state and ZIP

State of formation (if applicable)

Business phone

EIN (optional; do not enter an SSN)

2 | INVOICING CONTACT

Accounts payable contact name

Accounts payable direct phone

Invoice / accounts payable email

Billing address, only if different from above

☐ PO required ☐ No PO required

Billing portal / special invoice instructions (if any)

3 | ACCOUNT DETAILS AND ACCEPTANCE

High Reach salesman

Can you send a current COI listing an Equipment Floater and High Reach as certificate holder? (Example attached)

☐ Yes - I will send it ☐ No

Credit terms and limits require High Reach's written approval. If approved, invoices are due 30 days from invoice date (Net 30). Past-due amounts are subject to a 1.5% monthly service charge (18% annually), or the maximum lawful rate, whichever is less. If an acceptable COI is not provided, a Damage Waiver charge applies. This charge is not insurance and does not extend High Reach insurance to you.

ONE SIGNATURE FOR THIS APPLICATION AND THE ATTACHED TERMS: I certify the information provided is accurate and I am authorized to bind the business named above. By signing below, I acknowledge that I have received and read this Business Account Setup and the attached Terms and Conditions on page 2, which are incorporated into this agreement, and agree to both on behalf of the business.

Authorized signer - printed name

Title / capacity

SIGN HERE - REQUIRED

Authorized signature - account setup and attached Terms and Conditions

Date

TERMS AND CONDITIONS

For the purpose of this Rental Agreement "HRES" shall mean High Reach Equipment Services, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, and/or employees.

In consideration of hiring of the equipment (herein "the rental equipment or equipment") described on the Rental Agreement going forward it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. Customer will take all necessary precautions regarding the equipment rented, and protect all persons and property from injury or damage. Customer agrees to hold harmless HRES

from and against any and all liability, claims, judgements, 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 rented. However caused, except claims or litigation arising through the sole negligence or willful misconduct of HRES.

2. ASSUMPTION OF RISK/RELEASE - DISCHARGE OF LIABILITY. Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the equipment rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge HRES from any and all responsibility or liability from such 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 for injury or damage against HRES which customer otherwise may be entitled to assert.

3. OPERATORS. No operators are furnished, directly or indirectly with our equipment or vehicles.

4. RECEIPT/INSPECTION OF EQUIPMENT. Customer hires the equipment on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for Customers needs. Customer acknowledges receipt of all items listed in this Rental Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use.

5. POSSESSION/TITLE. Customers right to possession of the equipment begins upon equipment leaving HRES and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of Possession after this date constitutes a material breach of this Rental Agreement.

Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the equipment is and shall remain in HRES. If the equipment is not returned and/or levied upon for any reason whatsoever, HRES 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 HRES harmless from any and all claims and costs arising from such retaking and/or levy. If equipment are levied upon, Customer shall notify HRES immediately.

6. RENTAL PERIOD/RATE/PAYMENT. Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement Agreed Return Date on the front of this Rental Agreement. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). 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 HRES. Rental charges end upon return of the equipment to HRES in an acceptable condition. No allowance will be made for Saturdays, Sundays, holidays, or time in transit nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. HRES may terminate rental at any time and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay any collection costs and attorneys fees incurred in collection of this account or any dispute arising out of this Rental Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay to HRES a fee for environmental compliance.

7. ORDINARY WEAR AND TEAR. 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 equipment caused by ordinary, reasonable, and proper use of the equipment. 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.

8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT. Customer agrees not to use or allow anyone to use the equipment for any illegal purposes or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to 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 who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the equipment or use the 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 HRES'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 HRES when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that HRES has no responsibility to inspect the equipment while it is in Customer's possession.

9. RETURN OF EQUIPMENT. Customer agrees to return to HRES the equipment in as good condition as when received, ordinary wear and tear expected by Rental Agreement Agreed Return Date. Customer shall be liable for all damages to or loss of the equipment and liability incurred prior to equipment's return to HRES. Customer shall be responsible for all costs incurred by HRES recovering and returning damaged equipment to HRES's premises. If equipment is to be "picked-up" by HRES, Customer will provide a secure storage location for the equipment which includes the keys of the equipment and remain contractually responsible for all the damages and ALL liability relative to the equipment until that equipment is "accepted by" and in the possession of HRES.

10. DISCLAIMER OF WARRANTIES. HRES makes no warranty of merchantability or fitness for any particular use or purpose, either expressed 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. HRES 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 of, use of, or any failure of the equipment. HRES shall not be responsible for any defect or failure unknown to the HRES. Customers 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 HRES immediately of such failure and returns the equipment to HRES within twenty-four (24) hours of such failure.

11. PURCHASE ORDERS. The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only.

12. SUBLETTING/LOCATION OF EQUIPMENT. Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which Customer represented it was to be used.

13. DEFAULT. Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, HRES may, at its sole option, terminate this Rental Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to HRES. Exercise of any remedy available to HRES shall not constitute an election of remedies or a waiver of any additional remedies to which Rental Center may be entitled.

14. RETAKING OF EQUIPMENT. If for any reason it becomes necessary for HRES to retake the equipment, Customer authorizes HRES to retake the equipment without further notice or further legal process and agrees that HRES shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

15. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

16. DAMAGE WAIVER. Damage Waiver is not insurance. By Customer accepting the Damage Waiver on the front of this Rental Agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports; HRES and Customer agree that HRES will waive claims against Customer for direct physical damage to the equipment while in use by the Customer. If Customer has Insurance covering such loss or damage, the Damage Waiver becomes secondary and Customer shall exercise all rights available to him under said insurance and take all action necessary to process said claim. Customer further agrees to assign said claim and any and all proceeds from such insurance to HRES. Upon request of HRES, Customer shall fully cooperate with HRES and furnish the name of his insurance agent, insurance company, and complete information concerning insurance coverage carried. The following conditions are not covered under the Damage Waiver:

A. Any item of equipment or part thereof which is not returned for whatever reason, including theft;

B. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment;

C. Damage to motors or other electrical appliances or devices caused by artificial current;

D. Damage to tires, tubes, and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment;

E. Damage as a result of vandalism or malicious mischief or intentional abuse;

F. Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;

G. All damage resulting from overturning;

H. All damage resulting from use of the equipment in violation of any provision of this Rental Agreement, violation of any law, ordinance or regulation.

17. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of HRES to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of HRES's rights to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

18. This equipment contains or produces one or more chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

ACCEPTED BY THE CUSTOMER SIGNATURE ON PAGE 1. These Terms and Conditions are incorporated into the Business Account Setup on page 1. The customer signature on page 1 acknowledges receipt of and agreement to these terms. No additional customer signature or initials are required on this page.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Agent	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (760) 451-8613 E-MAIL ADDRESS:
INSURED Your Company Name and Address Here	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Carrier Name — XXXXX INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Sample Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		XXXXXXXXXX	X/XX/XXXX	X/XX/XXXX	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Equipment Floater/Contents			XXXXXXXXXX	X/XX/XXXX	X/XX/XXXX	Limit/Amount of Insurance Deductible	$XXXX.XX $XXXX.XX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

High Reach Equipment Services is named as Additional Insured with respect to General Liability and Loss Payee with respects to the replacement cost value of the rented and/or leased equipment.

CERTIFICATE HOLDER

High Reach Equipment Services
31566 Railroad Cyn Ste 2 #1400
Canyon Lake, CA 92587

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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