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**RENTAL APPLICATION**

(fill out completely, sign and return with your first rental pickup)  
(1 application good for 1 year)

**Company Information**

Company Name: \_\_\_\_\_ FEIN # \_\_\_\_\_

DBA: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Company Type: Corporation  State  LLC  Sole Proprietor

**Company Officers**

Officer: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Officer: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

**Primary Towing Vehicle Information**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ License Plate #: \_\_\_\_\_

## **RENTAL TERMS & CONDITIONS**

### **1. RENTAL TERM**

Equipment is rented in 24 hours intervals, beginning at the time payment is received and ending when equipment is checked in by RCPCE. Lessee is charged for the time the equipment is in Lessee's possession. To avoid additional rental fees, rental must be returned by the date and time shown on the rental agreement invoice.

### **2. PAYMENT TERMS**

Rental fees are to be paid up front at the time Lessee picks up the rental. In the event the customer has a Net 30 account terms with Lessor, fees will be invoiced on the date of pick up. Monthly rentals automatically renew every 4 weeks unless returned on or prior to renewal date.

### **3. PAYMENT METHOD**

Lessee will provide a valid credit card (not a debit card) at the time of pick up to be used for payment. A copy of same credit card will be made and put on file for the duration of the rental. A credit card authorization will be signed by the Lessee for use for all rental charges incurred during the rental period, including but not limited to, additional rental time, fees and equipment that is returned damaged and/or missing. Upon end of rental inspection and it is determined that no further charges are due to the Lessor, credit card information will be shredded. Lessor does not keep credit card information beyond the rental term.

### **4. IDENTIFICATION REQUIREMENT**

The Lessee or Lessee's agent picking up the rental will provide a valid United States driver's license. A copy of the driver's license will be made and kept on file for the duration of the rental. The person providing their driver's license agrees that they are legally allowed and capable to tow the rental. Rentals will not be allowed to leave Lessor's property without a valid license on file. Lessor will take pictures of Lessee's vehicle, license plate and driver to be kept on file for duration of rental. Upon end of rental inspection and it is determined that Lessee's personal identification information is no longer needed, all materials will be shredded and/or deleted. Lessor does not keep Lessee personal information beyond the rental term.

### **5. INSURANCE REQUIREMENT**

Lessee will provide Lessor, at time of rental check out, an in force, Certificate of Insurance (COI) for Lessee's vehicle being used to tow rental, with Lessor listed as an additional insured. Lessee's insurance must meet or exceed Texas state law minimum coverages of \$30,000 per person, \$60,000 per accident, \$25,000 property damage (30/60/25). Lessor will keep COI on file until it expires, and a new COI is required. Lessee acknowledges that they are responsible for all damages and/or injuries caused by rental while rental is in their possession.

### **6. PHYSICAL CONDITION OF RENTED ITEM(S)**

Lessee acknowledges that prior to taking the rented item(s) he examined it, saw it in operation (if appropriate), he is aware of its condition and that it is in good condition except for anything noted on Check In/Out sheet. Lessee agrees to return the rented item(s) in the same condition as received, except for ordinary wear and tear, at the location where rented.

### **7. USE OF ITEM(S)**

Lessee agrees he is satisfied with the instruction given by Lessor, or, that he is familiar with the proper and safe manner using the item or he represented to Lessor that he was so familiar. Lessee further agrees

that the item will be used solely by him and solely for the purpose for which the item was manufactured and intended. Subleasing or improper use is prohibited.

#### 8. RESPONSIBILITY FOR USE

From the time the rented item(s) is taken until its return Lessee is responsible for the item and its use. The Lessee assumes all risks inherent in the operation and use of the item and agrees to assume the entire responsibility for the defense of, and pay, indemnify and hold the Lessor harmless from and hereby releases the Lessor from any and all claims for damage or injury resulted in whole or in part from Lessor's negligence, from the defective condition of the item or from any cause. Lessee agrees that no warranties expressed or implied have been made in connection with this rental.

#### 9. RESPONSIBILITY FOR EQUIPMENT

From the time the rented item is taken until it is returned, the Lessee is responsible for the rented item and all accessories, if the item is lost, stolen, or damaged under any circumstances while rented, regardless of fault, the Lessee shall be responsible for all charges, including labor costs, to repair or to replace the item. This includes, but is not limited to, damages to tires. In addition, if the item is returned dirty, cleaning charges will be imposed

#### 10. ITEM FAILURE

Lessee agrees to discontinue immediately the attempt to use the rented item should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Lessor or the facts and the Lessor agrees in its discretion to make the item safe within a reasonable time, provide Lessee with a like item, if available, make a like item available at another time, or adjust the rental charges. This provision does not relieve Lessee from the obligations imposed by other Paragraphs, including 8 and 9 in all events. In the event the Lessee has taken the item further than 75 miles from the Lessor, Lessee shall pay for travel time and expenses incurred by Lessor beyond the 75 miles or Lessee shall bring item back to within 75 miles of Lessor. Upon inspection, if it is determined by Lessor that the items failure is the result of the Lessee, such as running the engine out of fuel, the Lessee shall be responsible for all travel and expenses incurred by Lessor. Lessor shall not be responsible for any injury, damage, loss of work time, including consequential damage, resulting from equipment failure or defect.

#### 11. RETURN OF ITEM(S)

The rented item is the property of the Lessor and is rented to the Lessee subject to this agreement for rental charges and for the period of time noted on the invoice agreement. Lessor agrees that if he desires to extend the return of his rental equipment beyond the time and date specified on the invoice agreement, he will immediately so notify the Lessor to obtain Lessor's approval and the terms for such extension. If this agreement has not been extended and the Lessee fails to return the item when due in, the Lessor, to enforce its ownership of the property and to protect its interest under the agreement, may retake the property at any time and to do so Lessor or its representatives may enter upon Lessee's premises. Lessee hereby waiving any right of action against Lessor for such entry and retaking. In addition, Lessee acknowledges that the failure to return rented property within the contract time and the sale or concealment of rented property is prohibited, and that such action may constitute a crime. The Lessor, in addition to any other action it may take, may notify the authorities and take another action, including the filing of criminal complaints, subjecting the Lessee to prosecution.

#### 12. PAYMENT

The Lessee and his representative or principal shall be responsible for and shall pay Lessor all charges hereunder. All charges are due upon rental of the item and on demand. If the rental charges are charged to someone other than the Lessee, the Lessee represents he is the agent of such party and has the right to

charge this rental; the Lessee nevertheless will remain liable for the charges and for other obligations and responsibilities of the Lessee hereunder.

**13. COLLECTION COSTS**

Lessee agrees to pay attorneys fees, court costs and any other expenses incurred in collecting any charges under this agreement. In retaking the rented items or otherwise in enforcing the terms of this agreement.

**14. MODIFICATION OF AGREEMENT**

This contract represents the entire agreement and there are no collateral, oral or other agreement's outstanding. No right or the Lessor may be modified and no extension of the term of this agreement may be made except in writing signed by the Lessor and made a part of this agreement.

By signing below, you are certifying that all the information provided is accurate and agree to all the terms and conditions included here for all current and future rental contracts.

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

Printed Name: \_\_\_\_\_