



EAST (Main):
2209 South Stoughton Road
Madison, WI 53716-2894

Phone: 608-222-5004
Fax: 608-222-5063

WEST (Branch):
8123 Forsythia Street
Middleton, WI 53562-1439

Phone: 608-664-9661
Fax: 608-664-2059

NORTH (Branch):
6485 Blanchar's Crossing
Windsor, WI 53598-9663

Phone: 608-846-5004
Fax: 608-846-5428

Dear Business Customer:

Thank you for your interest in opening a charge account at A to Z RentAll and Sales.

Enclosed are the forms needed to evaluate your credit worthiness. When we receive the completed forms we will verify your credit performance and, if satisfactory, will be pleased to extend credit privileges to your firm or organization.

The Terms

Our terms are Net 30 days from the invoice date. Payments are made from the copy that says "Invoice - Pay From This Copy". We do not send statements unless you request them or your account is past due. Remittances should be made to the east store.

Should amounts become past due, a service charge of 1½% per month (18% per year) will be assessed on overdue balances. Past due accounts are automatically placed on "cash" status; therefore it is important that you keep your account current.

The Forms

There are three forms to complete and return:

- 1. Credit Application:** Please provide the information necessary to set up an account, evaluate your credit worthiness, determine ownership, and acknowledge our terms.
- 2. Account Receivable Information:** Please provide the information to properly set up your account such as billing address, special instructions, purchase order requirements and tax status.
- 3. Damage Waiver Option:** Review the Damage Waiver Plan brochure or refer to the contract conditions regarding Damage Waiver and select the option to be coded on the account. You may elect to have the account with or without Damage Waiver.

Thank You!

Thank you for your interest in A to Z RentAll and Sales. We look forward to providing our equipment and services.

Sincerely,

A handwritten signature in blue ink that reads 'Kevin Hoffman'.

Kevin O. Hoffman
Manager

Enclosures



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Credit Application

Company Name _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ Fax: _____ Years In Business _____

Principal Product or Service _____ Web Address _____

Type of Ownership: (check one) Individual Partnership Corporation Government Other _____

Principal Owners, Stockholders, Partners, and Officers		
Name	Address	Title

Trade References (Please include at least one local reference.)		
Name	1	2
Address		
City, State, Zip		
Phone		
Fax		
Name	3	4
Address		
City, State, Zip		
Phone		
Fax		

Bank References		
Bank Name		
Contact Name		
City, State		
Phone		

I agree to pay A to Z RentAll and Sales in full within 30 days from the invoice date. I further agree to pay service charges or collection fees on past due amounts.

Signature _____ Title _____



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Accounts Receivable Information

Invoices should be mailed to:

Company Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Fax: _____

A/P Contact Name _____ Title _____

A/P Contact email _____ Phone _____ Fax _____

Estimated monthly rentals or purchases _____

Persons authorized to charge on this account	

List any special instructions or billing requirements (e.g. "Job number required")

Do you require a Purchase Order number? Yes No

Are you exempt from sales tax ? Yes No Tax Number _____

If you are tax exempt, please furnish the appropriate tax certificate so we may honor the exemption. The tax number alone is not sufficient; we must also have a signed, valid tax certificate on file.

A to Z RentAll and Sales Office Use Only	
Credit approved by:	Date:
Credit refused by:	Credit Limit: \$
Reason:	



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Damage Waiver Option

The Damage Waiver is offered to customers because the value of professional-quality rental equipment can be high, and may be susceptible to damage through use. Damage Waiver costs 10% of the covered rental charges.

Please refer to the Damage Waiver brochure or sections 10 and 11 of the rental contract for further information on the Damage Waiver.

Please select which option you wish to have applied to your account:

Without Damage Waiver - (should damage occur), the customer will bear full financial responsibility for replacement or repair.

With the Damage Waiver - (should damage occur), the customer will not be responsible for repair or replacement costs for accidental damage.

Company Name _____

Name (please print) _____ Title _____

Signature _____ Date _____

This option will be recorded on your account and will apply to all future transactions unless modified in writing.

If you have any questions regarding the Damage Waiver, please call.



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Explanation of Damage Waiver

Care of rented equipment, while it is in the customer's possession and control, is the responsibility of the customer; just as if the equipment was owned property. Consequently, the customer should return equipment in much the same condition as it was received, normal wear and tear excepted.

In some cases, because the value of professional-quality rental equipment can be high and equipment can be susceptible to damage through use, customers may feel the need to protect against the cost of repair or replacement due to accidental damage.

The Damage Waiver is offered for those instances where the customer does not want to bear the full financial responsibility of replacement or repair should something happen where damage to the rental equipment is incurred.

When the Damage Waiver option is accepted, the customer is not liable for the cost of repair or replacement. For an additional cost of 10% of the covered rental charges A to Z will waive the costs of repair or replacement due to accidental damage during normal use.

The Damage Waiver does not cover loss due to theft or disappearance. The equipment must be returned to be covered under the Damage Waiver.

The customer is still required to take reasonable precautions against damage by securing equipment during transport, securing equipment against theft or vandalism, maintaining the equipment while in his/her possession*, and prohibiting inappropriate use. Additionally, Damage Waiver would not apply if damage resulted from violation of the terms of the rental contract or use not permitted by law.

The 10% Damage Waiver is automatically added to the charges unless you have declined the coverage by initialing the rental contract in the appropriate place before taking possession (or delivery) of the rental equipment.

Business customers with open accounts will have their choice regarding the Damage Waiver option automatically recorded on the account record when the account is set up. A special form is available to decline the Damage Waiver permanently on the account.

Please refer to the back of our rental contract for complete details of the Damage Waiver and terms of the rental agreement.

* If, during the rental period, you find that the equipment is in need of routine or preventive maintenance or repair please return the equipment to our shop for attention. We will either exchange the unit or turn the equipment around as soon as possible.

CONDITIONS OF THE RENTAL CONTRACT

1. **INSPECTION.** Customer acknowledges that he has had or will have an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify dealer of any defects.
2. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. **WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.** There is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects.
4. **HOLD HARMLESS AGREEMENT.** Customer agrees to assume the risks of, and hold Dealer harmless for, property damage and personal injuries caused by the equipment and/or arising out of Customer's negligence.
5. **PROHIBITED USES.** Uses of the goods in the following circumstances is prohibited, and constitutes a breach of this contract:
 - (a) Use for illegal purpose or in illegal manner.
 - (b) Use when the equipment is in bad repair or is unsafe.
 - (c) Improper, unintended use or misuse.
 - (d) Use by anyone other than Customer or his employees, without Dealer's written permission.
 - (e) Use at any location other than the address furnished Dealer, without Dealer's written permission.
6. **ASSIGNMENTS, SUBLEASES AND LOANS.** Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.
7. **TIME OF RETURN.** Customer's right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** Any extension must be mutually agreed upon in writing.
8. **LATE RETURN.** Customer agrees to return the rented goods during Dealer's regular store hours, upon termination of the rental period. In the event the goods are not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss of the goods occurring between the time of return and the commencement of Dealer's next business day.
9. **DIRTY EQUIPMENT.** Customer agrees to pay a reasonable cleaning charge for equipment returned dirty.
- *10. **DAMAGED OR LOST EQUIPMENT.** Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of Dealer. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. Equipment damaged beyond repair will be paid for at its Replacement Cost determined as of the date of rental. The cost of repairs will be born by Customer, whether performed by Dealer, or, at Dealer's option, by others.
- *11. **DAMAGE WAIVER.** This section modifies Customer's responsibility stated in Section 10 for damage, provided the Customer has not declined benefits of Section 11 by initialing on the front, and provided the Customer takes reasonable precaution to protect equipment. Dealer agrees, in consideration of Customer paying an additional fee based upon gross rental charges, to assume risk of damage to equipment as hereafter limited.

Customer agrees to immediately return damaged equipment to Dealer. The following risks are assumed by the Customer:

 - (a) Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of equipment at full current replacement value or repair cost.
 - (b) Loss due to theft, mysterious disappearance or wrongful conversion by a person entrusted with equipment, at full current replacement value.
 - (c) Damage Waiver does not release any person or entity except the customer. In this instance, Dealer reserves the right to collect from person or company causing damage.

Customer may decline Damage Waiver provision by initialing in the appropriate place on the face of this contract. In such event, Customer shall be responsible for all loss of and damage to equipment. If Customer has insurance covering such loss or damage, Customer shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Customer further agrees to assign said claims and any and all proceeds from such insurance to Dealer. Upon request of Dealer, Customer shall furnish the name of the insurance agent, insurance company, and complete information concerning insurance carried.

Dealer's waiver of claims against Customer as herein set forth is contingent upon Customer's prompt notification of damage and return of equipment to Dealer.
12. **LOADING AND UNLOADING GOODS.** Customer is responsible for loading and unloading the goods. If Dealer's employees assist in loading or unloading the goods, Customer agrees to assume the risk of, and hold Dealer harmless for property damage or personal injuries.
13. **USE OF GOODS.** Customer agrees that the goods shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators. Customer further agrees not to operate the equipment in a careless or negligent manner.
14. **COLLECTION COSTS.** Customer agrees to pay all reasonable collection, attorney's and court fees, and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.
15. **REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
16. **OPTION TO PURCHASE.** Most equipment, at the discretion of the Dealer, may be rented with an option to purchase at the price specified by the Dealer, upon inquiry by the Customer. This option can be exercised only by informing Dealer prior to the expiration of the rental period and by paying all amounts due (including uncredited rent, purchase price, tax, and damage waiver, etc.) at the time the purchase decision is made. (This is not a financing arrangement.) Title passes to the Customer when all charges are paid in full. In the event the option to purchase is exercised, the rent for the first week will be credited against the purchase price. After the first week, 70% of the rent paid will be credited against the purchase price. Rental charges must be paid in full before the purchase option can be exercised. Rent accrues until the purchase price and balance of rent is paid in full. Rental credits against purchase price apply to a specific piece of equipment rented on an uninterrupted contract (no cross-application of rent allowed). Under no circumstances can any portion of rent credits over purchase price be refunded or carried over. After the purchase option has been exercised, Customer is responsible for all maintenance and repair to the equipment under consideration.
17. **DISCLAIMER OF AGENCY.** Customer acknowledges that he is not the agent of Dealer for any purpose.
18. **DISCLAIMER OF MANUFACTURE.** Customer agrees that Dealer is neither the manufacturer of the goods nor the agent of the manufacturer.
19. **INDEMNITY.** Customer agrees to indemnify and reimburse Dealer for all liabilities of Dealer arising out of the use of the goods or a breach of this contract by Customer.
20. **SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
21. **TITLE.** Title to the rented property is and at all times shall remain with the Dealer. Only the parties hereto and such other persons whose names are endorsed hereon are authorized to use said property, and Customer will not permit said property to be used by any other person at any address other than the place designated hereon without the express written consent of Dealer.
22. **THEFT.** Dealer, at Dealer's discretion, may report property as stolen if held 10 days beyond "Due in" date or if conditions and circumstances indicate theft or fraud before that time.
23. **INHERENT RISKS.** Customer acknowledges and accepts the risks inherent and attendant in the use of the equipment rented hereunder and voluntarily assumes risk of injury, loss, and damage which may arise from the use of the equipment.
24. **INSPECTION OF TRAILER HITCH.** Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer premises. Dealer is not liable for damage to customer's bumper or vehicle.
25. **ACCIDENT NOTIFICATION.** Customer will immediately notify Dealer in the event of any accident or damage to rented property.
26. **DAMAGE TO VEHICLES.** Dealer is not liable for damage to Customer's cartop or body of the vehicle done by installation or use of cartop carriers or the items carried on them.
27. **RENTAL CHARGES.** The customer agrees to pay Dealer all rental, delivery, mileage, installation, and other charges and costs set forth herein, at the rates, schedules, and charges on file with Dealer.
28. **PERMISSION TO PHOTOGRAPH.** Customer authorizes Dealer to photograph: (a) the equipment which is the subject of this contract while in Customer's possession and (b) the premises at which such equipment is located, the surrounding premises and all things in proximity to such equipment, and to publish and otherwise use such photographs in advertising, merchandising, publicity or Dealer's other business activities and to copyright such photographs, without geographic or time limitation.

TERMS AND CONDITIONS OF A SALE

In consideration of the purchase of the Equipment described, by the undersigned (hereinafter referred to as the "Buyer") from A to Z RentAll and Sales (hereinafter referred to as the "Dealer"), upon the terms and conditions, and for the price herein specified, it is agreed as follows:

USED PRODUCTS

The Buyer hereby acknowledges that the products described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "as is" and "with all faults" basis. The Dealer as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the DEALER does NOT make any implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the DEALER has so provided in writing and the writing is signed by an AUTHORIZED REPRESENTATIVE of the DEALER.

Buyer hereby WAIVES any and all claims he may acquire against the seller, whether for personal injuries or for property damage, arising out of the use of the equipment.

Buyer acknowledges that he understands that this waiver negates his right of action in negligence and strict liability in tort as well as warranty, should the equipment prove to be unsatisfactory in any respect.

I, the Buyer, hereby acknowledges that I have read all the terms and conditions of sales and that I understand that this is an "as is" sale of used goods:

NEW PRODUCTS

Buyer acknowledges that only the warranties provided with this product(s) are those provided by the manufacturer and that the DEALER makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE either expressed or implied.