



SOCAL SHIELD, LLC CREDIT AND RENTAL APPLICATION

SoCal Shield, LLC
 315 Cypress Ln.
 El Cajon, CA 92020
 Phone: _____
 info@socalshield.com

Date: _____ (the "Effective Date")

I. APPLICANT INFORMATION		
1. Company's Legal Name (including any DBA):		
Entity Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other (describe)		
Contact Person:	Phone:	
	Email:	
Physical Address:		
City:	State:	Zip:
Description of Business:		
Number of Employees:	Annual Sales:	

II. ACCOUNT INFORMATION		
Billing Contact:		
Billing Email:	Billing Phone:	Billing Fax:
Billing Address:		
City:	State:	Zip:
Are Purchase Order Numbers Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Purchasing Agent:	
How would you like to receive invoices? <input type="checkbox"/> Regular Mail <input type="checkbox"/> Email		
Terms Requested: <input type="checkbox"/> Cash (prepaid or payment due with order) <input type="checkbox"/> Credit – Net 30 days (must submit credit references)		

III. LICENSING AND INSURANCE INFORMATION		
Contractor's License Number:		
Licensing State:	Bond Company:	Bond Number:
Insurance Broker:	Agent:	Policy Number:
Broker Address:		
City:	State:	Zip:
Broker Email:	Broker Phone:	Broker Fax:
Check One: <input type="checkbox"/> We will supply a Certificate of Insurance covering rental equipment. <input type="checkbox"/> Please apply Damage Waiver Fee of 14% of the rental rate in lieu of Certificate of Insurance.		

IV. PRINCIPALS / OFFICERS		
Name #1:	Title:	% of Ownership:
Home Address:		
City:	State:	Zip:
Email:	Phone:	Fax:
Name #2:	Title:	% of Ownership:
Home Address:		
City:	State:	Zip:
Email:	Phone:	Fax:
Name #3:	Title:	% of Ownership:
Home Address:		
City:	State:	Zip:
Email:	Phone:	Fax:

V. BANK REFERENCES		
Bank #1 Name:		
Contact:		
Address:		
City:	State:	Zip:
Email:	Phone:	Fax:
Account Type(s): <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Line of Credit <input type="checkbox"/> Business Loan		
Bank #2 Name:		
Contact:		
Address:		
City:	State:	Zip:
Email:	Phone:	Fax:
Account Type(s): <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Line of Credit <input type="checkbox"/> Business Loan		
Bank #3 Name:		
Contact:		
Address:		
State:	City:	Zip:
Email:	Phone:	Fax:
Account Type(s): <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Line of Credit <input type="checkbox"/> Business Loan		

VI. TERMS AND CONDITIONS.

This SoCal Shield, LLC Credit and Rental Application (this “**Application**”) is governed by the following terms and conditions. This Application is entered into by and between SoCal Shield, LLC (“**SoCal**”) and the applicant identified in Section I (the “**Applicant**”). The Applicant and SoCal may be referred to individually as a “**Party**” and collectively as the “**Parties**” to this Application.

1. **Application.** Applicant is applying for credit terms for the purpose of obtaining rentals, products, or services from SoCal. This Application covers all current and future rental, sales, and services provided by SoCal, or any of SoCal’s employees, agents, or affiliates. By completing this Application, SoCal is not agreeing to extend credit but is only considering whether to allow Applicant to rent equipment on an open account. SoCal may, at SoCal’s sole option and without notice to Applicant, raise or allow charges in excess of any credit limit granted by SoCal to Applicant.

2. **Applicant Information.** SoCal may use the information contained in this Application to, among other things, evaluate the credit worthiness of Applicant and to evaluate the collectability of any debt owed to SoCal by Applicant. Applicant hereby represents and warrants that the information provided in this Application is accurate, true, and complete. Applicant understands and agrees that Applicant has an on-going affirmative duty to notify SoCal immediately of any material change in Applicant’s financial status and of any change in the information provided herein.

3. **Authority to Confirm Information and to Obtain Credit Reports.** Applicant authorizes SoCal to make whatever credit inquiries SoCal deems necessary in connection with this Application, including, but not limited to, investigating Applicant’s credit history and contacting the references listed in Sections III, V, and VI, to verify Applicant’s personal, partnership, or corporate credit and financial information. Applicant further authorizes SoCal to obtain credit and financial information concerning the Applicant at any time, before or after credit is extended, from any source, including, but not limited to, any financial institution where the Applicant does business and from any credit reporting bureau or agency. Bank and trade reference(s) can accept this authorization to disclose to SoCal, Applicant information normally released to a prospective creditor. Applicant hereby waives any privacy of credit information rights or regulations that may be applicable or available to Applicant. Applicant acknowledges that SoCal has a legitimate business need for consumer report(s) as provided for in the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. Applicant expressly consents to allow SoCal to obtain such consumer reports on the Applicant as deemed necessary, and hereby expressly instructs any consumer reporting agency to provide SoCal with a consumer report(s) on the Applicant.

4. **Credit.** (a) Applicant understands it is responsible for all charges to Applicant’s account with SoCal. (b) Current billings are due and payable upon Applicant’s receipt of invoice. If Applicant fails to make any payment within the applicable payment period, additional Finance Charges (as defined below) will be charged to Applicant. Applicant’s account will be delinquent when any part of the account is 30 days past due. (c) Payment to SoCal shall not be contingent upon Applicant receiving payment from its lender or any other source. (d) Applicant agrees not to factor, sell, or assign the debt related to the credit granted by SoCal under the terms of this Application. (e) Nothing herein shall be construed as an extension or a waiver of any due date of any amounts payable to SoCal by Applicant, or authorization of payment of charges on an installment basis. (f) Any and all payments received shall be applied first to any then-accrued interest, and then next to the oldest invoice to Applicant. SoCal reserves the right to apply payments at SoCal’s discretion. (g) SoCal reserves the right, in SoCal’s sole discretion and without notice, to recover some or all equipment on rental to Applicant in the event that one or more invoice(s) is delinquent.

5. **Finance Charges.** If Applicant fails to timely pay any invoice, Applicant agrees to pay a finance charge of (i) 5% per month, or (ii) at the maximum rate allowed by the laws and jurisdiction of the State of California, whichever is higher (to the extent (i) does not exceed (ii)), to SoCal on such delinquent invoice(s) until fully paid (“**Finance Charges**”).

6. **Rental Terms.** (a) This Application shall be effective as of the Effective Date and shall continue until all Equipment in Applicant’s possession has been returned to SoCal and Applicant has fulfilled all of Applicant’s obligations under this Application (the “**Term**”). (b) SoCal reserves the right to require Applicant to provide SoCal a security deposit for any Equipment, whether before or after Applicant has taken possession of such Equipment. (c) Acceptance of the equipment by Applicant constitutes a binding acknowledgement that Applicant has fully inspected the equipment and that the same has been received in good, safe, and serviceable condition, unless notice to SoCal, in writing, to the contrary is received within 24 hours of delivery of the Equipment. (d) SoCal will make every reasonable attempt to deliver or pick-up Equipment for rental or sale to/from Applicant’s designated location at a time in which Applicant representative will be available for inspection, approval, and to sign documents and contracts. However, Applicant

acknowledges that this is not always possible. In situations where delivery cannot be completed within Applicant’s regular business hours, Applicant gives express authorization for SoCal to deliver or pick-up Equipment to/from a job site at any time, and Applicant understands and agrees; (i) that all responsibilities and liabilities toward said Equipment shall be in effect as if documents and contracts were signed by Applicant at time of delivery or pick-up; and (ii) Applicant is solely responsible for operation and storage of Equipment until picked up by or delivered to SoCal, regardless of rental call off time/date.

7. **Termination.** If an Event of Default (as defined below) occurs, SoCal may (a) decline to extend further credit hereunder (and Applicant agrees not to make any further credit purchases, leases, or rentals), (b) declare all debts of Applicant to SoCal arising hereunder or otherwise to be immediately due and payable without notice or demand of any kind, and (c) exercise any other rights and remedies of SoCal, whether in law or in equity. Applicant shall be liable for all collection costs actually incurred by SoCal, including, but not limited to, reasonable attorney’s fees and costs. “**Event of Default**” means (i) Applicant’s failure to pay any amounts owed to SoCal when due, whether arising hereunder or otherwise, and whether now existing or hereafter arising, (ii) Applicant’s failure to otherwise comply with any of the other terms of this Application, or (iii) SoCal determines, in SoCal’s sole discretion, that the prospect of payment or performance of Applicant’s obligations to SoCal is impaired.

8. **Governing Law; Venue; Waiver of Jury Trial.** This Application shall be construed and enforced in accordance with the laws of California, excluding its conflicts of laws provisions. Applicant agrees that all disputes relating to this Agreement future contracts with SoCal shall be brought and maintained only in the State or Federal Courts located in San Diego County, California.

9. **Repossession.** Applicant authorizes SoCal to repossess the Equipment without further notice or legal process and Applicant agrees that SoCal shall not be liable for any claims for damage, loss, or trespass arising out of the repossession.

10. **Limitation of Liability.** SoCal’s liability for loss or damage arising out of this Application or from the performance or breach thereof or connected with the supplying of any goods hereunder, or the operation or use of such goods, whether based on contract, warranty, tort (including negligence), or other grounds, shall not exceed the amount actually paid by Applicant to SoCal pursuant to this Application during the 12 months preceding such claim. SoCal shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental, or penal damages.

11. **Indemnification.** Applicant agrees to indemnify, defend, and hold harmless SoCal from any and all claims whatsoever arising from, relating to, or in any way connected with the use, transportation, operation, condition, rental, or possession of any equipment rented from SoCal (the “**Equipment**”), for any exposure of the Equipment to hazardous waste or material, for any loss, damage, or injuries to persons or property, including, but not limited to, Applicant’s employees, third parties, and their respective property, and from any and all expenses incurred in the defense of any such claims, including, but not limited to, attorney fees and court costs. In no event shall SoCal be held responsible for injury, delays, or damages, consequential or otherwise, resulting by reason of the condition, failure, or operational difficulty of the Equipment, delays on the part of SoCal, railroads, or trucking companies in making delivery, loss or damage to the Equipment in transit, or while in use by Applicant, from strikes or any contingencies beyond the control of SoCal, or for any other cause.

12. **Insurance.** Applicant must obtain and maintain for the entire Term insurance in the coverages and amounts required by SoCal, in SoCal’s sole discretion.

13. **Miscellaneous.** (a) Purchase orders issued by Applicant and accepted by SoCal are effective solely for the purpose of identifying the Equipment/items ordered, and the terms and conditions set forth in this Application as well as the rental documents issued by SoCal shall supersede and control over any inconsistent or contrary terms and conditions of any such purchase orders, regardless of whether such rental documents are actually signed by or on behalf of Applicant. (b) No waiver, alteration, or modification of any of the provisions hereof shall be binding upon SoCal unless specifically assented to in writing by an authorized representative of SoCal which must be an executive officer of SoCal. (c) If any provision, or portion thereof, of this Application is held to be illegal, invalid, or unenforceable under any present or future applicable law, such provision, or portion thereof, will be severable and this Application shall be construed and enforced as if such provision, or portion thereof, had never comprised a part of this Application and all other provisions will remain in full force and effect. (d) Applicant may not assign this Application without SoCal’s prior written consent. Any purported assignment in violation of this provision shall be void and of no effect. For purposes of this provision, an assignment shall include any sale, transfer, or other disposition of all or substantially all of Applicant’s assets or a transition of 25% or more of Applicant’s ownership interest, whether by merger, reorganization, consolidation, sale, or any other transaction.

IN WITNESS WHEREOF, the Parties have caused this Application to be executed as of the Effective Date, regardless of the actual date of execution.

APPLICANT:

SOCAL:

SoCal Shield, LLC,
a California limited liability company

a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____