



AERIAL WORK PLATFORMS INC.

BUSINESS INFORMATION

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ Fax: (____) _____

E-Mail Address: _____ D&B Number: _____

Owner's Name: _____

Business Description.: _____ Yrs in Business: _____ Yrs at Present Address: _____

Federal ID Number: _____ Credit Limit Requested: _____

Corporation: _____ Partnership: _____ Sole: _____ LLC: _____ Government: _____ Other: _____

REFERENCES

Company Name: _____

Address: _____

Contact: _____ Phone: (____) _____ Fax: (____) _____

Company Name: _____

Address: _____

Contact: _____ Phone: (____) _____ Fax: (____) _____

BANK INFORMATION

Bank Name: _____

Address: _____

Contact: _____ Phone: (____) _____ Fax: (____) _____

PURCHASES ARE BILLED AFTER SHIPMENT. RENTALS ARE BILLED WHEN THE RENT IS COMPLETE, OR AFTER 4 WEEK LONG TERM RENTALS. ALL PAYMENT TERMS ARE 30 DAYS FROM THE DATE OF THE INVOICE. I AGREE TO PAY WITHIN THESE TERMS. INTEREST AT THE RATE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE INVOICES. THE PURCHASER ALSO AGREES TO PAY REASONABLE ATTORNEY FEES AND OTHER COSTS DURING COLLECTION. THE VENUE FOR THE MATTER IN DISPUTE SHALL BE IN THE COUNTY OF WAUKESHA, THE HOME LOCALE OF AERIAL WORK PLATFORMS, INC. WE RESERVE THE RIGHT TO SEND OUT A LIEN NOTICE AT OUR DISCRETION WHEN ANY INVOICE BECOMES PAST DUE.

Signature: _____ Title: _____ Date: _____

- W230 N6080 Hi-Tech Drive ▪ Sussex, WI 53089 ▪ (262) 246-9300 ▪ (800) 236-1000 ▪ Fax (262) 246-9330
- 2380 Holly Road ▪ Neenah, WI 54956 ▪ (920) 749-9500 ▪ Fax: (920) 749-9600
- 461 W. Conde Street ▪ Janesville, WI 53546 ▪ (608) 758-9962 ▪ Fax: (608) 758-9963

TERMS AND CONDITIONS

1. Aerial Work Platforms Inc. is hereby referred to as Company.

2. Rental Terms:

- (a) All rentals are payable at the Company office, W230N6080 Hi Tech Dr., Sussex, WI 53089.
- (b) One day's rental shall be due for each weekday from 8:00 a.m. to 5:00 p.m. and for each part of such a day until the equipment is returned to the possession of the Company, one week equals 5 weekdays - 1 month equals 20, eight hour weekdays.
- (c) Upon return of the equipment to the Company, Renter shall pay any rent due in excess of the rent previously deposited with the Company.
- (d) In the event the Renter fails to pay rent or other charges hereunder when due, Renter agrees to pay all collection expenses, court costs and reasonable attorney's fees incurred by the Company to collect said rent and charges.
- (e) Renter agrees to pay a finance charge of 1-1/2% per month on all past due invoices.
- (f) With approval, terms are net 30 days from date of invoice.

3. Damage to equipment. The Renter assumes all responsibility for any damages or loss to the equipment while in the possession of the Renter. Renter shall pay the full cost of repairs of the equipment if it is damaged or rendered out of service while in possession of the Renter. Renter shall also pay rent for the equipment during the period the equipment is being recovered or repaired. In case of loss or destruction of the equipment, loss of possession or inability of Renter to return the equipment to the Company, the Renter agrees to pay the Company the complete and full replacement value of the equipment.

4. Damage Waiver. Damage Waiver Is Not Insurance. You are responsible for any loss of or damage to the Rented Equipment and Items ("Equipment") and for their return in the same condition in which they were received, except for ordinary wear and tear. If You accept the Damage Waiver, however, We agree to waive Our right to recover from You the amount of loss or damage to the Equipment. You agree to immediately notify Us of any accident and promptly submit any applicable police reports. If You have insurance, the Damage Waiver becomes secondary, and You agree to exercise all rights available to You under Your insurance coverage and assign all claims and proceeds from Your insurance coverage to us. Notwithstanding the foregoing, Your liability for loss of, or damage to, the Equipment will not be waived in the following circumstances: (1) Any Item or part thereof which is not returned, irrespective of the reason, including theft. (2) Reckless, careless or abusive operation or use of the Equipment. (3) Use or operation of the Equipment exceeding its rated capacity. (4) Damage to motors, generators, drills or other tools, electrical appliances or devices caused by use of non-utility generated power, whether or not supplied by Us. (5) Damage to tires, tubes and wheels caused by blowout, bruises, cuts, punctures or other causes inherent in the use of the Equipment. (6) Damage resulting from failure to perform or pay for all normal periodic and other basic service maintenance, adjustments and lubrication of the Equipment. (7) Loss or damage caused by dishonesty of Your employees, or wrongful conversion by any person whom You allow to possess the Equipment. (8) Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. (9) Damage resulting from vandalism, malicious mischief, or intentional abuse. (10) Damage to any and all accessories, such as air hoses, electric cords, blades, welding cable, liquid fuel tanks and other similar items and accessories. (11) Damage resulting from overturning or striking overhead objects. (12) Damage resulting from use of the Equipment in violation of any terms of this Rental Contract. Dealer must have a certificate of insurance on file to avoid DW charge.

5. Release of claims. Renter, to the fullest extent permitted by law, hereby waives and releases all claims, damages, expenses, causes of action, or judgments whatsoever (hereinafter collectively called "Claims") which Renter may have against the Company and/or any other person described in paragraph 7 of this agreement arising from death or personal injury or destruction of property including any loss of use, and any consequential or incidental damages resulting therefrom, attributable to the operation, use or maintenance of the equipment.

6. Indemnification. Renter, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Company and/or any other person described in paragraph 7 of this agreement from and against all Claims, whether resulting directly or indirectly to such person or to any third person, arising from death or personal injury or destruction of property including any loss of use, and any consequential and incidental damages resulting therefrom attributable to the operation, use or maintenance of the equipment. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits payable for or by the Renter under any laws or regulations governing worker's compensation, disability benefits or other employee benefits.

7. Other rights under law. The foregoing waiver, release and indemnification obligations are in addition to all other rights which the Company and the persons described in paragraph 7 of this agreement may have at law, in equity or otherwise.

8. Persons covered. The waiver, release and indemnity obligation of the Renter contained in this agreement are made for the direct and primary benefit of the Company, any other corporation, partnership or association controlled by or under common control with the Company and any employee, director, agent or owner of any of the persons or entities described in this paragraph.

9. Condition of equipment. The equipment rented under this agreement is fully operational and in good working condition. Renter receives the equipment in "as is/as stated" condition without any further warranty whatsoever including without limitation, no warranty as to condition, capacity, merchantability or fitness for any particular use. Renter shall maintain the equipment and be fully responsible for its use and operation by anyone whether or not authorized by Renter. Renter shall permit the equipment to be used and operated only by experienced persons who are qualified and trained to use and operate it. Renter shall return the equipment to the Company in at least as good condition as it was received, reasonable wear and tear excepted,

10. Receipt of instructions. Renter hereby acknowledges that Renter has reviewed the safe operation of the equipment with the Company and that Renter has received a copy of the operator's manual from the Company. Renter will operate the equipment in accordance with said operator's manual.

11. No oral amendment. This agreement may only be amended by written agreement signed by the Renter and Company. This agreement represents the entire agreement between the parties.

12. No assignment. Renter shall not assign this agreement or any interest of the Renter therein.

13. Insurance. Renter agrees to procure insurance in a form acceptable to the Company, insuring the equipment for its Replacement Cost value against all risks of loss or damage while in the renter's possession. Such insurance shall name the Company as Loss Payee. Renter also agrees to procure Liability insurance, with a limit of liability not less than \$500,000 for bodily injury and property damage. Renter's Liability insurance policy shall name the Company as Additional Insured. Renter agrees to provide Certificates of Insurance which name the Company as Additional Insured and Loss Payee.

14. Inspection of Trailer Hitch. Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 100 miles) and to maintain the coupling and chain in a safe and secure condition.

15. Loading and Unloading Equipment. Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer and/or its employees.

**AERIAL WORK PLATFORMS INC.****ACCOUNTS PAYABLES SET UP FORM**

Company Name: _____

Accounts Payables Contact Person: _____

Accounts Payables Phone: (____) _____ Accounts Payables Fax: (____) _____

Accounts Payables Email Address: _____

How would you like to receive your invoices?

Please select one:

- Email to above email address
- Fax to above fax number
- Would prefer US Mail

How would you like to receive your monthly statements?

Please select one:

- Email to above email address
- Fax to above fax number
- Would prefer US Mail
- Do not require statements

NOTE: Our system does not allow us to mix e-mails with faxes or vice versa for our invoices and statements. For now, these have to be the same choices.

Please take the time to fill out and return forms via mail or fax to our Sussex office. Thank you.



AERIAL WORK PLATFORMS INC.

CREDIT CARD AUTHORIZATION FORM

BY SIGNING THIS FORM, WE HEREBY GIVE AERIAL WORK PLATFORMS, INC. AUTHORIZATION TO CHARGE THE CREDIT CARD FOR RENTALS AND PURCHASES.

Credit Card Number: _____ CVV#: _____ Exp: _____

Credit Card Type: Visa MasterCard Discover AmericanExpress

Company Name: _____

Name on Card: _____

Credit Card Billing Address: _____

Credit Card City, State, Zip: _____

Authorization Signature: _____

Title: _____

Date: _____

Please use this credit card authorization for all future invoices: _____ Yes _____ No

WE RESERVE THE RIGHT TO CHARGE YOUR CREDIT CARD FOR ANY OUTSTANDING INVOICES.

Please fax completed Credit Card Authorization form back to (262) 246-9330. A paid invoice will be mailed once charges are completed. All of us here at Aerial Work Platforms, Inc. would like to thank you for your continued business.



AERIAL WORK PLATFORMS INC.

Our policy is to have a current Certificate of insurance on file for all customers

Attached you will find a sample of a CERTIFICATE OF LIABILITY form. This form can be forwarded to your insurance agent to insure that **AERIAL WORK PLATFORMS, INC. IS NAMED AS ADDITIONAL INSURED & CERTIFICATE HOLDER.**

If the Certificate of Insurance is not received by the time of your rental, a Damage Waiver Charge (DWC) will be assessed.

Please have your agent send of fax the forms to:

Aerial Work Platforms, Inc.
W230 N6080 Hi Tech Drive
Sussex, WI 53089
Phone: 262-246-9300
Fax: 262-246-9330

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