



Credit Application

Send Completed Application to:

Quinn Company
PO Box 226789, Los Angeles, CA 90022-0489
Phone: (562) 463-4000 Fax: (562) 695-8470

PLEASE CHECK BELOW WHERE YOUR INITIAL PURCHASE WILL BE MADE.

- Quinn Company
 Quinn Power Systems
 Quinn Rental Services
 Alta Lift, Inc.
 Quinn Used Parts

Salesman _____ Branch _____ Industry Code _____ Date: _____

Application is hereby made to Quinn Company, Quinn Rental Services, Quinn Power Systems, Alta Lift, Inc., Quinn Used Parts (for the purposes of this document collectively referred to as QUINN) for open account credit and/or equipment financing, and the following is submitted in consideration thereof, for the confidential use of QUINN and Caterpillar Financial Services Corporation.

PLEASE PROVIDE ALL REQUESTED INFORMATION AND SIGN ON THE REVERSE SIDE

COMPANY NAME _____ PHONE NUMBER (____) _____

STREET ADDRESS _____ FACSIMILE NUMBER (____) _____

CITY _____ STATE _____ ZIP _____ COUNTY _____

BILLING ADDRESS _____ MOBILE/PAGER NUMBER (____) _____

CITY _____ STATE _____ ZIP _____ COUNTY _____

DATE BUSINESS ESTABLISHED ____/____/____ TIME AS CURRENT OWNER _____

FEDERAL TAX NO. _____ CONTRACTORS LIC. NO. _____ CALIF. TAX RESALE NO. _____

TYPE OF BUSINESS: CORPORATION _____ PARTNERSHIP _____ SOLE OWNER _____ L.L.C. _____

IF CORPORATION: FULL CORPORATE NAME _____

FEDERAL TAX # _____ STATE OF INCORPORATION _____ DATE INC. _____

CORPORATE FILE NO. _____ NO. OF EMPLOYEES _____ PURCHASE ORDER REQUIRED: YES NO NO. INVOICE COPIES _____

ARE YOU A MBE, WBE, DBE, OR DVBE? _____ IF YES, STATE CLASSIFICATION _____

HAS THE BUSINESS OR ANY PRINCIPAL EVER DECLARED BANKRUPTCY? YES NO

HAVE ANY OUTSTANDING LIENS OR JUDGMENTS AGAINST IT / THEM? YES NO IF YES, LIST IN DETAIL _____

NATURE OF BUSINESS _____ SIC CODE _____

IF IN BUSINESS LESS THAN 3 YEARS, LIST PRIOR BUSINESS OR OTHER EXPERIENCE:

- _____
- _____

PLEASE PROVIDE DETAILS OF CUSTOMER CONTRACTS RELATED TO THIS PURCHASE AND OTHER CONTRACTS IN PROGRESS OR AWARDED.

CONTRACT / PROJECT NAME	LOCATION	PHONE	VALUE

IF AGRICULTURE: ACRES OWNED _____ ACRES LEASED _____

IF MARINE : BOAT NAME: _____ OWNER NAME _____

OPEN ACCOUNT CREDIT LINE DESIRED \$ _____

FINANCIAL INFORMATION: Additional financial information may be required.

BANK / FINANCE CO. NAME: _____

(Please provide current balances:)

Account No.	Contact/Phone No.	Checking:	Savings:	Loan:
(1) _____	_____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
(2) _____	_____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____

BONDING COMPANY _____ CONTACT NAME _____ PHONE (____) _____

INSURANCE COMPANY _____ CONTACT NAME _____ PHONE (____) _____

TRADE REFERENCES

NAME	ACCOUNT NUMBER	FAX NUMBER	PHONE NUMBER
1. _____	_____ (____)	_____ (____)	_____ (____)
2. _____	_____ (____)	_____ (____)	_____ (____)
3. _____	_____ (____)	_____ (____)	_____ (____)
4. _____	_____ (____)	_____ (____)	_____ (____)

PERSONAL INFORMATION ON OWNER / PRINCIPAL / GUARANTORS: (attach additional sheets, if necessary)

Name / Title _____ Birth Date _____ SSN: _____ - _____ - _____
Home Address _____ Phone: _____ % Ownership _____
City _____ State _____ Zip _____
Previous Home Address (if less than 3 years) _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payments \$ _____

PERSONAL INFORMATION ON OWNER / PRINCIPAL / GUARANTORS: (attach additional sheets, if necessary)

Name / Title _____ Birth Date _____ SSN: _____ - _____ - _____
Home Address _____ Phone: _____ % Ownership _____
City _____ State _____ Zip _____
Previous Home Address (if less than 3 years) _____
Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payments \$ _____

This Section Applies To Customers Doing Business With Quinn Rental Services Only.

I/We, the undersigned, hereby agree to the terms and conditions of Quinn Rental Services Standard Rental Contract, which is contained on page 3 of this document.

Quinn Rental Services offers optional Fire, Theft and Vandalism Waiver to our customers. (See rental contract item #11) For the remainder of this document Fire, Theft and Vandalism Waiver will be referred to as (FTV)

The fee for (FTV) is up to 14% of the rental amount. If you wish to accept the (FTV) please check the box marked "Accept (FTV)". If you do not wish to accept the (FTV), please check the box "Decline (FTV)" and provide us with a certificate of insurance naming Quinn as loss payee for Leased/Rented/Hired Equipment.

Please check one: Accept (FTV) [] Decline (FTV) []

I certify that all statements in this application are true and complete and made for the purpose of obtaining credit from QUINN and CATERPILLAR FINANCIAL SERVICES CORPORATION for the business listed above. I certify that the extension of credit is not for personal, family, or household purposes. I authorize QUINN and CATERPILLAR FINANCIAL SERVICES CORPORATION to investigate my credit which may include, but not limited to, investigating the references herein listed, to obtain credit bureau reports on the business and principals listed above, to obtain from banks and other creditors of mine credit and financial information, or to investigate statements and other data obtained from me pertaining to my credit and financial responsibility. I authorize such creditors to furnish such information to QUINN and CATERPILLAR FINANCIAL SERVICES CORPORATION. I understand and agree that QUINN and CATERPILLAR FINANCIAL SERVICES CORPORATION may furnish such information to any party to whom QUINN and CATERPILLAR FINANCIAL SERVICES CORPORATION may refer my request for credit.

It is understood that the QUINN terms are CASH UNLESS CREDIT IS APPROVED. I agree to repayment in accordance with QUINN and CATERPILLAR FINANCIAL SERVICES CORPORATION terms (Net 10th of the month following invoice date for Open Account) and to a service charge of 1 1/2% per month on delinquent accounts. In the event of legal action, the laws of California shall apply. Past due accounts may lose open credit terms and may be required to conduct future business on a cash basis. Failure to provide any preliminary notice information when requested could result in the revocation of the extension of credit. A \$25.00 service charge applies to each dishonored check returned.

I/We hereby agree that in the event of default of payment of any amount due, or in the event of any controversy or dispute arising out of the extension of credit or applicant's payment for services and/or equipment supplied to applicant by QUINN, that QUINN shall be entitled to recover from the applicant their expenses including, without limitation, attorney's fees and actual costs incurred.

I/We, the undersigned, signing on behalf of a corporation, limited liability company or any other entity, hereby agrees to be personally, jointly and severally, if applicable, liable to all such charges incurred on the account of such entity.

I/We, the undersigned, agree that in the event suit is brought to collect this account that it is subject to the jurisdiction of the state and federal courts within California and that the venue of such suit shall lie in the California County to be determined by QUINN.

ALL PARTNERS OR CORPORATE OFFICERS MUST SIGN HERE

Owner, Partner or Corp. Officer Signature _____ Name _____ Title _____
Owner, Partner or Corp. Officer Signature _____ Name _____ Title _____
Owner, Partner or Corp. Officer Signature _____ Name _____ Title _____

Notice: If your application for business credit is denied by CATERPILLAR FINANCIAL SERVICES CORPORATION, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Corporate Credit Manager, 2120 West End Avenue, Nashville, TN 37203 within 60 days from the date you are notified of our decision. CATERPILLAR FINANCIAL SERVICES CORPORATION will send you a written statement of the reason for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any rights under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

RENTAL AGREEMENT TERMS AND CONDITIONS APPLY ONLY TO CUSTOMERS DOING BUSINESS WITH QUINN RENTAL SERVICES.

In consideration of hiring of the vehicles and/or equipment (herein "the equipment") described on the front of this contract it is agreed as follows:

1. **DEPOSIT.** Customer acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of customer's obligation under the contract.
2. **WARNING.** The use of false or fictitious identification to obtain the equipment or the failure to return the equipment upon the expiration of this contract may be considered a theft, resulting in criminal prosecution. Your attention is directed to California Penal Code Section 484, California Penal Code Section 476A (relating to bad checks) and Vehicle Code Section 10855 (relating to failure to return leased or rented vehicles upon contract termination). For purposes of Penal Code Section 484 and Vehicle Code Section 10855, expiration date shall mean, "return date"
3. **POSSESSION/TITLE.** A customer's right to possession of the equipment terminates on the expiration date indicated on the front of this contract. Retention of Possession after this date constitutes a material breach of this agreement. Time is of the essence of this agreement. Any extension of this agreement must be agreed upon in writing. Title to the equipment is and shall remain Quinn Rental Services. If the equipment is not returned and/or levied upon for any reason whatsoever, Quinn Rental Services may retake said items without further notice or legal process and use whatever force or action that is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold Quinn Rental Services harmless from any and all claims and costs arising from such retaking including reasonable attorney's fees. If equipment is levied upon, customer shall notify Quinn Rental Services immediately
4. **RECEIPT/INSPECTION OF EQUIPMENT.** Customer hires the equipment on an "as is" basis. Customer acknowledges that he has personally inspected the equipment prior to its leaving Quinn Rental Services (regardless of point of delivery) and finds it suitable for his needs. Customer acknowledges receipt of all items listed in this agreement in good working order and repair and that he understands its proper operation and use without further instructions regarding operation and use from Quinn Rental Services. Customer acknowledges that he has had an opportunity to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the equipment to customer's vehicle, if any. Customer declares that he has received the equipment in a secure and operative condition.
5. **SOLVENCY.** Customer represents to Quinn Rental Services that he is not insolvent and should he become insolvent, that, he will return all equipment to Quinn Rental Services 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 "expiration date". Rental charges begin immediately upon delivery of the equipment to the location directed by the customer or upon equipment leaving the premises, whichever happens first. Rental charges end upon return of the equipment to Quinn Rental Services in an acceptable condition. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be the entire minimum rental period. Quinn Rental Services may terminate rental at anytime and retake the equipment without further notice in case of violation by customer of any terms or conditions of this agreement. Customer agrees to pay any collection costs and attorney's fees incurred in collection of this account or any dispute arising under this 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. A late payment charge of 1.5% (annual percentage rate of 18%) will be charged on past due amounts. The person signing this agreement for Customer warrants that he also has all necessary authority to bind Customer to this agreement and hereby does so. The person signing this agreement for Customer agrees that he is jointly and severally liable with Customer for all charges and other liabilities arising under this agreement.
7. **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 on a one-shift basis. Damage which is not "ordinary wear and tear" includes but is not limited to: damage resulting from lack of fuel or lubrication, failure to maintain proper oil, water, hydraulic or air pressure levels, damage due to overturning, overloading or exceeding rated capacities, improper use, abuse, lack of cleaning, or tire damages. Customer shall be responsible for all damage not caused from ordinary wear and tear.
8. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner. Customer acknowledges that Quinn Rental Services has no physical control over the use of the equipment. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) that may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fees, permits or taxes arising from his use of the equipment, including any subsequently determined to be due as a result of an audit. Customer shall not allow any person who is not qualified 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 Quinn Rental Service's written permission, or, allow lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, and air pressure, clean and visually inspect the equipment at least daily and to discontinue use and immediately notify Quinn Rental Services when equipment is found to need repair or maintenance. Customer acknowledges that Quinn Rental Services has no responsibility to inspect the equipment while it is in customer's possession. If the equipment becomes unsafe or requires repair, customer shall discontinue using it and notify Quinn Rental Services immediately at the phone number listed on the face of this contract.
9. **RETURN OF EQUIPMENT.** Customer agrees to return the equipment to Quinn Rental Services during regular business hours upon "expiration date" in as good condition as when received, ordinary wear and tear accepted.
10. **DISCLAIMER OF WARRANTIES.** Quinn Rental Services 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. Quinn Rental Services shall not be responsible to customer or any third party for any loss, damage or injury caused by, resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Quinn Rental Services shall not be responsible for any defect or failure unknown to Quinn Rental Services. Customer 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 Quinn Rental Services immediately of such failure and returns the equipment to Quinn Rental Services within twenty-four (24) hours of such failure.
11. **IF Fire, Theft, Vandalism waiver has been REJECTED on this agreement then this paragraph applies.** Customer shall be responsible for, and promptly notify Quinn Rental Services of any loss or damage to or destruction of the equipment, and customer agrees to reimburse Quinn Rental Services immediately upon demand for the full value of any such loss, damage or destruction, together with interest at the highest rate permitted by law until said sum is paid. Customer shall insure the equipment against all risk of damage loss or destruction of the equipment, regardless of the cause. See paragraph titled "Insurance".
>>> **IF Fire, Theft, Vandalism waiver has been ACCEPTED on this agreement, then this paragraph applies.** Customer shall be responsible for and promptly shall notify Quinn Rental Services of any loss or damage to, or destruction of the equipment. Quinn Rental Services waives any claim against customer for direct physical loss of or damage to the equipment except as follows:
 - (a) All damage or loss resulting from use of the equipment in violation of any provision of this agreement, violation of any law, ordinance or regulation.
 - (b) Damage or loss as a result of overloading or exceeding the rated capacity of the equipment.
 - (c) Damage or loss caused by negligence or willful neglect of customer.
 - (d) Damage to tires, tubes and wheels caused by blowouts, bruises, cuts and other causes inherent in the use of the equipment.
 - (e) Damage or loss 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.
 - (f) Any engine or drive train damage, which results from use of improper fuels, fluids or lubricants.
 - (g) Disappearance of equipment or theft not documented with the applicable public authorities (such as by police report), with a copy of the same promptly supplied to Quinn Rental Services, and any other failure of customer to promptly notify Quinn Rental Services of any damage or loss; and to cooperate fully with the Quinn Rental Services in supplying all information necessary to document said claim.
 - (h) If customer has insurance covering all or any part of the loss or damage to which this Fire, Theft, Vandalism waiver relates, this Fire, Theft, Vandalism waiver shall be deemed secondary to such insurance and shall only apply to the extent that such damage is not covered by insurance of customer. Customer further agrees to assign said claim and any and all proceeds from such insurance to Quinn Rental Services.
12. **INSURANCE** Customer, at customer's own expense, shall procure and at all times during the rental period shall maintain a policy or policies of insurance:
 - (a) Insuring customer and naming Quinn Rental Services as an additional insured, against public liability and property damage in amounts satisfactory to Quinn Rental Services
 - (b) IF Fire, Theft, Vandalism waiver has been REJECTED on the face of this agreement, insuring the equipment against all risk of loss or damage from any cause in an amount not less than its full replacement value.
13. **PURCHASE ORDERS.** The use of customer's purchase order number on this agreement is for customer's convenience and identification only. Absence of purchase order number shall not constitute grounds for non-payment.
14. **LOCATION OF EQUIPMENT.** Customer shall not move the equipment from the location at which Customer represented it was to be used without prior notification to Quinn Rental Services.
15. **RETAKING OF EQUIPMENT.** If for any reason it becomes necessary for Quinn Rental Services to retake the equipment, Quinn Rental Services may retake without further notice or further legal process.
16. **DEFAULT.** Should customer in any way fail to observe or comply with any provision of this agreement, Quinn Rental Services may, at its sole option, exercise any and all of the following remedies:
 - (a) Termination of this agreement;
 - (b) Retake the equipment;
 - (c) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies;
 - (d) Pursue any of the remedies available to Quinn Rental Services (exercise of any remedy available to Quinn Rental Services shall not constitute an election of remedies or a waiver of any additional remedies to which Quinn Rental Services may be entitled)
17. **ACCIDENTS, REPORTING AND INDEMNIFICATION.** IN THE EVENT OF ANY ACCIDENT RESULTING IN PROPERTY DAMAGE OR BODILY INJURY ARISING FROM USE OF THE EQUIPMENT WHILE IT IS IN CUSTOMER'S POSSESSION, CUSTOMER HEREBY EXPRESSLY AGREES TO ASSUME RESPONSIBILITY FOR HIMSELF, HIS OWN EMPLOYEES, AGENTS AND ASSIGNS NEGLIGENCE AND AGREES TO INDEMNIFY, DEFEND AND HOLD QUINN RENTAL SERVICES HARMLESS FROM ANY CLAIM OR ACTION ARISING THEREFROM, INCLUDING ANY COSTS AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH. CUSTOMER AGREES TO NOTIFY QUINN RENTAL SERVICES IMMEDIATELY IN CASE OF ANY ACCIDENT AND TO OBTAIN THE NAMES, ADDRESS, PHONE NUMBERS AND OTHER PERTINENT INFORMATION FROM ALL PARTIES INVOLVED AND ALL WITNESSES, AND TO PROMPTLY SUBMIT ALL APPLICABLE POLICE REPORTS.
18. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Quinn Rental Services to insist upon strict performance by customer as regards any provision of this agreement shall not be interpreted as a waiver of Quinn Rental Service's right to demand strict compliance with all other provisions of this agreement against customer or any other person. The provisions of this agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
19. **JOB INFORMATION.** Customer shall provide Quinn Rental Services the correct information necessary to file a Preliminary Notice as provided for by the California Civil Code, Section 3097, 3098. Customer also grants Quinn Rental Services permission to contact owners, prime contractors, financial institutions and any persons necessary to obtain this information. (V4.7)