



Enclosed you will find a credit application along with a Pacific Ag Rentals and/or Star Sanitation Master Equipment Rental Agreement for current and future rentals, rent to purchase options, and leases.

Please review, sign and date all enclosed documents and return them along with your Certificate of Liability Insurance to the address below or email them to:

newaccounts@pacificagrentals.com

Thank you for your time and cooperation,

Pacific Ag Rentals, LLC
820 Park Row #686
Salinas, CA 93901

BUSINESS INFORMATION

Which entity are you applying to do business with?  PAR  STAR  PAR +  STAR

Company name:

Phone: _____ Fax: _____ Email: _____

Business mailing address:

City: _____ State: _____ ZIP Code: _____

Sole Proprietorship Partnership Corporation Other

Tax ID# _____ SS# _____ Date business commenced: _____

CREDIT AND BANKING INFORMATION

Physical business address:

City: _____ State: _____ ZIP Code: _____

Bank name: _____ Bank Address: _____

City: _____ State: _____ ZIP Code: _____

Contact: _____ Phone: _____ Email: _____

Type of account	Account Number
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Checking	
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Savings	
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Other	
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Number of years in business: _____ Number of years under current ownership: _____

Have you done business with us before? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, under what name?	Do you have any federal/state tax liens? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, amount owed?
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Have you ever filed bankruptcy? Yes No Type: _____ Date discharged: _____

*Tax exempt (resale)? Yes <input type="checkbox"/> No <input type="checkbox"/>	*Ag exempt? Yes <input type="checkbox"/> No <input type="checkbox"/>	*If yes, please attach certificate(s)
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Purchase order required? Yes No Authorized purchaser(s) if applicable:

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |



820 Park Row #686, Salinas, CA 93901 | Phone: 831-754-8815 | Fax: 831-754-6638 | www.pacificagrentals.com

BUSINESS/TRADE REFERENCES

Company Name:	Phone:	Address:
Company Name:	Phone:	Address:
Company Name:	Phone:	Address:

The information contained herein is submitted by the undersigned for the purpose of obtaining credit from Pacific Ag Rentals. The undersigned hereby authorizes the banks and trade references listed above and any business or consumer credit reporting agency to release and/or verify orally or in writing to Pacific Ag Rentals any information given in this document and disclose any information which may bear upon the undersigned's creditworthiness.

The undersigned agrees to make payment in full for all purchases in accordance with the terms set forth by Pacific Ag Rentals. A service charge of 1.5% per month (18% per annum) will be added to all amounts not paid within 30 days from the date of invoice. Should the undersigned default on any such terms, the undersigned agrees to pay all reasonable out of pocket expenses including attorney fees and cost incurred in the collection of any obligation of the undersigned to Pacific Ag Rentals.

Personal Guarantee: The undersigned agrees to act as a personal guarantor and co-signer hereby personally assuming obligation of and guaranteeing payment for the total sum of all monies owed to PAR by the undersigned's business entities, affiliates and/or business of employment should the same, either in full or in part, fail to pay their debt(s) to PAR as set forth by the terms of this agreement.

The undersigned agrees to notify Pacific Ag Rentals of the sale of the undersigned's business or any other change in ownership at least 15 days in advance to such sale or change in ownership.

I have read and agree to the terms and conditions listed above.

Signature: _____

Company: _____

Print: _____

Date: _____

Master Equipment Rental Agreement

CUSTOMER:

Pacific Ag Rentals, LLC, ("PAR") agrees to rent equipment, motor vehicles, and other personal property ("Equipment") to Customer only upon the following terms and conditions. Customer agrees that all equipment received by Customer from PAR from and after the date of this Agreement shall be subject to the terms hereof.

TERMS:

As of 08/05/2022 our updated Master Equipment Rental Agreement ("Agreement") supersedes and replaces any previous agreement between Pacific Ag Rentals and the Customer.

Terms are net 15 days. Any balance over 30 days will accrue charges of 1½% per month (18% per month annum). Any balance over 90 days will negate all accumulated purchase option credits. Commencing with the actual pick-up date by Customer or delivery date by PAR, whichever is later.

RENT:

Customer shall pay rent based on the published rental rate schedule for each piece of Equipment rented including any taxes, licenses, fees and applicable freight associated with said equipment. Each piece of Equipment will have a maximum hour usage limit per rental term (day, week, or month). Excess hours used over the rental term usage limit will be invoiced at an hourly rate and due accordingly. Tractors returned dirty, missing parts or damaged will be charged an additional cost to be determined at time of inspection(s).

INSURANCE REQUIREMENTS:

Prior to renting, all certificates of General Liability Insurance should provide evidence of the following:

- General Liability Insurance
- \$2,000,000 General Aggregate or greater
- \$2,000,000 Combined Single Limit (CSL) or greater with Pacific Ag Rentals, LLC (PAR) endorsed as **Additional Insured** for claims arising out of Customer's operations
- Pacific Ag Rentals, LLC. (PAR) shall be named as **Certificate Holder**
- Rented/Leased equipment must be scheduled on policy and insured for the value of equipment in its current state, with *the renters/lessee's coverage being primary and non-contributory*, and Pacific Ag Rentals added as **Loss Payee** by endorsement.

For your convenience one certificate or a blanket policy, may be issued covering your policy period stating "**All sites and Operations**". If a blanket policy is not provided, Pacific Ag Rentals, LLC (PAR) will need the rented/leased equipment scheduled as stated above.

Should Customer not provide PAR with insurance coverage as stated above, the Customer agrees not to operate the equipment until a **Certificate of Liability Insurance** has been provided and received by PAR.

Customer will be liable to PAR for any damages not covered by the Customers insurance and not resulting from acts, omissions, negligence or willful misconduct of PAR or its employees or agents, on account of, but not limited to, deductible or coverage limitations.

Insurance Co. _____

Carrier Name: _____ Policy #: _____ Effective Date: _____

Agent: _____ Phone: _____ Email: _____

TERMINATION:

The customer will return all said Equipment, transportation charges prepaid, to PAR's yard. Said Equipment to be returned in the same condition as when received by the Customer except for ordinary wear caused by ordinary use.

MAINTENANCE:

Customer shall maintain above-described Equipment during the term of this Agreement as prescribed by the manufacturer's owners or service manual. Maintenance shall include daily greasing and cleaning of any filters, inspecting the tractor for loose, broken or missing parts, including but not limited to, leaks or anything that looks or sounds out of place or in malfunction. PAR should be notified immediately if anything appears out of spec from the manufacture's owner's manual. Customer will be responsible to change the oil and filters after 200 hours of use, where applicable. Customer, at its expense, may arrange to have PAR perform required maintenance or services.

OPTION TO PURCHASE:

Purchase and Lease options are available upon request.

LEGAL:

1. Applicant hereby assumes and shall bear the entire risk of loss or damage to the Equipment from any and every cause whatsoever from the time the Equipment is picked up until returned to the PAR designated location, except (a) if PAR picks ups or delivers the Equipment, in which case(s) PAR shall assume the risk of loss only on pickup and/or delivery, or (b) where risk of loss or damage has been caused by PAR's acts, omissions, negligence or willful misconduct. No loss or damage to the Equipment or any part thereof for which Applicant bears the entire risk of loss or damage shall impair any obligation of Applicant under this Rental Agreement, which shall continue in full force and effect.
2. In the event of loss or damage to any item of Equipment for which Applicant bears the entire risk of loss or damage, at the option of PAR, Applicant shall: (a) Place the same in good repair, condition and working order or replace the Equipment; (b) Pay PAR in cash for PAR to cause the repairs to be made; (c) If the Equipment is determined by PAR to be lost, stolen, destroyed or damaged beyond repair, to pay PAR to replace said Equipment. Once all payments have been made this Agreement shall terminate with respect to such item of Equipment.
3. Applicant shall defend, indemnify and hold PAR harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees which: (1) relate to injury, illness, sickness, disease, or death of any persons (including employees of Applicant and/or their affiliates),

and (2) were caused, or claimed to be caused, in whole or in part by Applicant's or their affiliates use of Equipment rented herein, or by the liability or conduct (including active, passive, primary or secondary) of Applicant, its agents or employees, or any other person for whose acts may be liable. The parties agree that PAR shall only be liable or responsible for actions of its own negligence or willful misconduct.

- 4. The Equipment rented pursuant to this Agreement is in good repair and condition, and suitable for its intended use. Notwithstanding anything contained to the contrary, Applicant agrees that Applicant may not offset any payments under this Rental Agreement or account because of any dispute concerning warranty issues and that the payment on the account is absolutely due and owing without any right of offset unless otherwise agreed to by PAR.
- 5. All parties entering into this agreement consent to the jurisdiction of Monterey County in the state of California for adjudication of any disputes and/or claims. This agreement awards the courts of Monterey County exclusive jurisdiction over any and all disputes or claims that shall arise in regards to this entered upon agreement, its contents, the rental equipment herein stated or actions hereafter taken in fulfilling this contract by Applicant, Applicants agents or affiliates and/or PAR and its agents.
- 6. This Agreement shall be interpreted under, and governed by, the laws of the State of California.

By receiving the above stated equipment, the Customer agrees to all of the terms contained in this document and is considered valid. PAR will periodically provide an accounting of the outstanding equipment rented to the customer which is subject to invoicing. Such inventory accounting will be deemed to be accurate unless the Customer notifies PAR within 30 days.

Approved and agreed to this

Pacific Ag Rentals, LLC
820 Park Row #686
Salinas, Ca 93901

Signature: _____

Print: _____

Date: _____

By and between the parties hereto:

Signature: _____

Print: _____

Date: _____