

Bakersfield
(661) 387-6090

Corona
(951) 277-7620

Fresno
(559) 834-4420

Turlock
(209) 410-6710

Sacramento
(916) 388-2244

San Diego
(619) 441-3690

San Leandro
(510) 357-9131

VOLVO

Construction Equipment & Services

Thank you for your interest in opening an account with Volvo Construction Equipment & Services. Enclosed you will find the following items, for your review and completion:

- Volvo Construction Equipment & Services Credit Application
- Master Equipment Rental Agreement (for customers who plan to rent equipment)
- Insurance Certificate Request (for customers who plan to rent equipment)
- Blank California Tax Exemption Certificate (if applicable to your business)

Kindly complete the items applicable to your business and return these items to us by email to credit@vcesvolvo.com or by fax at (866) 955-7714.

Sincerely,



Richard Montano

Credit Manager
Volvo Construction Equipment & Services
Ph. (951) 667-4584
Fax (866) 955-7714
credit@vcesvolvo.com

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SACRAMENTO
(916)504-2300



Credit Applicants Business Information

Company's Legal Name _____		Rental House ?
DBA (Trade Name) _____		Yes / No
Billing Address _____		
City, State, Zip _____		P.O.# Required?
Ship To Address if Different From Above _____		Yes / No
City, State, Zip _____		Email address: _____
Corporate Status: Circle one	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corp <input type="checkbox"/> General Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> Gov	
Federal Tax ID # _____	Type of Business _____	
Business Phone Number _____	Date Business Started _____	
Business Fax Number _____	Date Incorporated _____	
Accts Payable Contact Name _____	State of Incorporation _____	
County of Business _____	Company's D&B Number _____	
Tax Exempt _____	Contractors License No. _____	
Resale/Exemption Certificate must be mailed or faxed with your application to apply.		

Ownership Information

By signing below, I the undersigned Co-Applicant(s) authorize VCES, its affiliates, agents, successors, and assigns, to investigate my credit. Everything I have stated herein is true and correct.

Principal's Name _____		Principal's Name _____	
Home Street Address _____		Home Street Address _____	
City, State, Zip _____		City, State, Zip _____	
Home Phone _____	% Owned _____	Home Phone _____	% Owned _____
Soc Sec # _____	Date of Birth _____	Soc Sec # _____	Date of Birth _____
Print Name _____ Title _____		Print Name _____ Title _____	
Signature _____		Signature _____	
<small>Individual (do not include title)</small>		<small>Individual (do not include title)</small>	

Bank and Finance Companies

Bank _____	Account Number & Type _____	Contact Name _____	Phone & Fax _____
Bank / Finance _____	Account Number & Type _____	Contact Name _____	Phone & Fax _____

Credit References

Trade _____	Account Number _____	Contact Name _____	Phone & Fax _____
Trade _____	Account Number _____	Contact Name _____	Phone & Fax _____
Trade _____	Account Number _____	Contact Name _____	Phone & Fax _____

Insurance Company

Insurance Company _____	Address _____	Contact Name _____	Phone & Fax _____
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Business Credit Release and Acknowledgement

The undersigned does hereby make this application for credit to Saba Holding Company d/b/a Volvo Construction Equipment & Services, (with its subsidiaries and affiliates, successors and assigns, "VCES"), and by doing so, authorizes VCES, in connection with the establishment and maintenance thereof, to investigate the creditworthiness and capacity of the undersigned and its officers and/or principals. Applicant hereby authorizes the release of credit information to or by VCES or its designee from or to any source including credit reporting agencies and applicant's bank. This shall be continuing authorization for all present and future inquiries and disclosures of account information and credit experience made by or to VCES.

The undersigned, as an authorized signatory, warrants that all information supplied to VCES is true and correct in every respect; that the applicant is financially able to meet any commitments to VCES; and that payments of all obligations of the undersigned to VCES will be paid as and when due. It is mutually understood and agreed that delinquent obligations are subject to a late charge not to exceed 1 1/2% per month or if less, the maximum rate as permitted by law. I/we agree that all transactions between our companies will be construed and determined according to the laws of California exclusively within California jurisdiction unless otherwise chosen by VCES. I/we agree to pay all costs incurred by VCES in collection of any outstanding balance or the recovery of any products by VCES, including reasonable collection agency and/or attorney fees, in addition to all other damages. I/we have read and do understand this instrument and by my signature, agree to said terms.

Print Name _____	Title _____
Signature of Authorized Rep _____	Date _____

Fax completed and signed application to 866-521-0657. Mail original to: Credit, 22099 Knabe Road, Corona, CA 92883



MASTER EQUIPMENT RENTAL AGREEMENT

1. The terms and conditions set forth below shall apply to all present and future rental activity between Customer and Volvo Construction Equipment and Services (VCES).
2. Customer will be invoiced by VCES as per terms, and agrees to pay the rental within the invoiced term; Customer agrees to rent the Equipment for a term and at the stipulated rental rates, as agreed at the time the Rental is requested. Customer will agree to pay all invoices when due irrespective of any claims, demands, set-offs, actions, suits or proceedings, that it may have or assert against VCES, or other parties. Failure to pay rentals within the invoiced terms may result in further actions including, but not limited to, retrieval of Equipment, and potential loss of credits towards RPA/RPO conversion purchase, if applicable.
3. From the time the Equipment is shipped from VCES's facility, until it is returned to VCES's designated facility, Customer shall: (i) use the Equipment solely in the conduct of its business; (ii) use and preserve the Equipment in a careful, proper and lawful manner; (iii) at its own expense keep the Equipment in good repair, condition and working order and pay the cost of any and all parts and labor required for that purpose, using only parts manufactured or furnished by the manufacturer of the Equipment; (iv) not make any material alterations to the Equipment; (v) promptly notify VCES of any loss of or damage to the Equipment; and (vi) assume the entire risk of loss of and damage to the Equipment, and injury or death to persons, from any cause whatsoever arising under this agreement.
4. Customer shall report and pay to the appropriate authority any and all license fees, registration fees, assessments, charges and taxes, including penalty and interest, assessed against the Equipment due to rental or use thereof and reimburse VCES upon request for any such amounts assessed against VCES by reason of the rental or use of the Equipment, except for taxes payable in respect to VCES's income.
5. VCES may inspect the Equipment at all reasonable times. Customer shall keep the Equipment at the address specified at the time Rental is requested. Customer shall not remove Equipment from stated location without the VCES's prior written consent. Customer shall not assign, sublet or pledge any of the Equipment owned by VCES.
6. The Equipment shall at all times remain personal property of VCES regardless of the degree of its annexation to any real property and shall not, by reason of any annexation, become a part thereof. VCES shall retain a security interest in the Equipment in the event that the rental of the Equipment is held by a court to constitute a lease intended for security and Customer agrees upon request to do all things and acts necessary to perfect and maintain such security interest.
7. Customer, at its own expense, will maintain all risk insurance coverage on the Equipment for its full replacement value, and also such other insurance as VCES may require, in amounts and under policies acceptable to VCES, with loss payable to Customer and VCES as their respective interests may appear. Upon request of VCES, Customer shall furnish certificates of insurance evidencing such coverage. Each policy shall provide for thirty (30) days written notice to VCES of the cancellation or material modification thereof.
8. Customer shall promptly notify VCES of each accident involving any Equipment, including time, place, nature of the accident or damage, and such other information as may be known; advise VCES of all correspondence, papers, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages, from third parties liable therefor.
9. In the event of damage to or loss, destruction or theft of the Equipment or any part thereof, Customer shall pay to VCES the full value of the Equipment at the time of such occurrence except to the extent that VCES receives proceeds of insurance covering such Equipment. Such payment may, at VCES's option, be applied (i) to repair such Equipment, or (ii) to afford Customer a pro rata reduction in the rental payments attributable to the lost or damaged Equipment, or (iii) to replace the Equipment with equipment of the same make and the same or later model.
10. Customer understands that VCES makes no representation or warranty of any kind whatsoever, express or implied, with respect to the equipment, and all implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, are hereby disclaimed.
11. VCES shall not be liable for any direct, indirect, special or consequential damages or loss (I) Resulting from the non-delivery, delivery, manufacture, installation, use or operation of the equipment, or from any defects in, failures, malfunctions, repairs, replacement or alterations thereof, or (II) Without limitation, any other liability of any nature with respect to the equipment, or this agreement or any breach thereof or arising out of negligence. Furthermore, Customer shall indemnify and hold harmless VCES, its directors, officers, employees, agents and representatives, from any and all claims, actions, suits proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from, this agreement or the breach thereof.
12. Upon termination of the rental period, Customer will, at its own cost and expense, promptly return the Equipment to VCES in the same condition as received, reasonable wear and tear and normal depreciation excepted.
13. If Customer breaches its obligation to pay rentals when due or any of the other terms of this agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if the Equipment or any part of it is abused, illegally used or misused, or if Customer makes an assignment for the benefit of creditors, or Customer is listed as a debtor in any bankruptcy or reorganization proceedings, or if property of Customer is attached or a receiver is appointed for Customer or any of Customer's property, or if Customer is in default pursuant to the provisions of any other agreement by and between VCES and Customer, or whenever VCES may deem the rentals or Equipment insecure, the Customer hereby authorizes VCES to enter, with or without legal process, any premises where the Equipment may be and take possession thereof, or at the request of VCES, Customer will assemble the Equipment and make the Equipment available to VCES, in whole or in part as requested, at such place or places designated by the VCES, at customer's expense. All remedies herein are cumulative and any or all such remedies may be exercised in lieu of or in addition to any remedies at law, in equity or under statute.

VOLVO CONSTRUCTION EQUIPMENT & SERVICES Customer: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

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Construction Equipment & Services

Request for Certificate of Liability Insurance for Equipment Rentals

Volvo Construction Equipment & Services' company policy requires that we have on file a Certificate of Insurance from all companies that rent equipment from us.

In order for rental equipment to leave our yard, it will be necessary for us to have proof of insurance on file.

Please make sure that the certificate specifies "all risk" coverage of rented and/or leased equipment and liability - an Inland Marine or Equipment Floater, with at least \$1,000,000 coverage. Also, VCES must be listed as Additional Insured and Loss Payee. Certificate Holder (please see below).

Certificate Holder:
Volvo Construction Equipment & Services
22099 Knabe Road
Corona, CA 92883

Your help in this matter is greatly appreciated and will eliminate any delays in fulfilling present and future rental transactions.

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____

 PRINTED NAME OF PERSON SIGNING _____ TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____ DATE _____
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