



New Account Paperwork

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Credit Application



**TRISTATE
EQUIPMENT**

Tel: 484.913.0010 Fax: 484.913.0011

**2587 Yellow Springs Rd.
Malvern, PA 19355**

Desired Credit Line \$ _____

Date: _____

Purchase Orders Required: Yes or No

Company Name: _____

Business Address: _____

(Street)

(City)

(State)

(Zip code)

Phone No. _____ **Fax No.** _____ **Yr. Established** _____

E-Mail Address _____

Billing Address (If different from above address):

(Street)

(City)

(State)

(Zip code)

Resale Permit/Sales Tax No : _____ (Exemption certificate required)

Type of Business (SS# or FED ID#): Sole Prop. _____ Partnership _____ Corporation _____

Owners (Sole Proprietorship or Partnership) or Officers (Corporation)

Name: _____ **Title:** _____ **SS#** _____

Home or Business Address: _____

Home or Business Phone: _____ **FAX#** _____

Name: _____ **Title:** _____ **SS#** _____

Home or Business Address: _____

Home or Business Phone: _____ **FAX#** _____

Bank References (Please include Primary Lending Institution or Financial Group)

Name: _____ **Address:** _____ **Phone:** _____

Account#: _____ **Type of Account:** _____

Name: _____ **Address:** _____ **Phone:** _____

Account#: _____ **Type of Account:** _____

Principal Suppliers

Name: _____ **Address:** _____ **Phone:** _____

Name: _____ **Address:** _____ **Phone:** _____

Name: _____ **Address:** _____ **Phone:** _____

TERMS OF APPLICATION:

In consideration of **Tristate Equipment Holdings LP** extending credit, the applicant agrees to pay for all items delivered or services rendered to, or at the request of the applicant, in accordance with the terms of each transaction or invoice. The applicant hereby agrees that each appropriate transaction and invoice including all terms and conditions shall be applicable to the Applicant even if no signature is affixed. The applicant hereby personally and unconditionally guarantees the full and prompt payment of sums when due. This guaranty shall be a continuing guaranty for the amounts incurred by the applicant. The applicant agrees that in the event of default, **Tristate Equipment Holdings LP** may proceed against the undersigned without prior demand or notice. The applicant acknowledges that a monthly service charge of 1.5% will be added on all sums due **Tristate Equipment Holdings LP** which have not been paid in accordance with **Tristate Equipment Holdings LP** billing terms and the applicant agrees to promptly pay said service charges. Should it become necessary to place the account with a collection agency or attorney, the applicant agrees to pay all collection costs and attorney fees in addition to all other sums due. The applicant authorizes the Clerk or any Attorney of any court of record in the United States to appear and confess judgment against the applicant in any lawsuit for possession, rent or other payments plus attorney fees of 35% of the amount due. The customer / applicant will waive any rights to claim errors or to appeal from a judgment and consents to immediate issuance of a writ of execution. The applicant authorizes **Tristate Equipment Holdings LP** to obtain credit and financial information concerning the applicant as allowed by law. **Tristate Equipment Holdings LP** may agree to increase the amount of credit extended after a period of experience. **Tristate Equipment Holdings LP** may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement. The customer authorizes **Tristate Equipment Holdings LP** to make whatever credit investigation it feels proper to evaluate the customers' credit and financial standing and to exchange credit experience with credit bureaus and other creditors that **Tristate Equipment Holdings LP** believes the customer is doing or has conducted business. The customer authorizes any of its employees it sends to **Tristate Equipment Holdings LP** to pick up equipment and parts to sign a transaction agreement and also agrees to be bound by all the terms of the agreement. If there would be an exception to this case, **Tristate Equipment Holdings LP** will need a written authorization signed by an owner or manager indicating who is authorized to purchase on said company's account. The parties agree that this is the entire agreement and that no other representation or agreement has been made which would modify this Credit Agreement or are a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except in writing signed by both parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse customer from performance. *Time is of the essence of this agreement.* The undersigned warrants that the above agreement has been read and fully understood and that the applicant is bound to the terms and conditions stated herein.

Signature of Owner or Officer: _____ Date: _____

Printed Name of Owner or Officer: _____ Title: _____

INTERNAL USE ONLY

ACCOUNT # _____ CREDIT LIMIT \$ _____ AUTHORIZATION: _____ DATE: __/__/__



Tel: 484-913-0010 Fax: 484-913-0011

Insurance Requirements:

Lessee shall obtain and keep in force during the entire term liability and property insurance as follows:

(A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence.

(B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment value as established by Lessor for the full term of the Agreement.

(C) General. (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority.

Workers' Compensation and Employer's Liability.

1.) Subcontractor shall purchase and maintain workers' compensation insurance or coverage as required by statute in the state(s) in which the Work will take place.

2.) Subcontractor shall purchase and maintain employer's liability insurance coverage with limits of at least \$1,000,000.00 for each bodily injury by accident, bodily injury by disease, and annual aggregate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		X	X				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The undersigned "Customer/Lessee" represents, warrants, acknowledges and agrees to and for the benefit of Tri-State Equipment Holdings, LP, d/b/a "TriState Equipment" (hereinafter referred to as "TSE" and/or "Lessor") that the undersigned has: (a)(i) selected and carefully examined, inspected and tested each "Rented Item" identified in the above referenced Rental Contract; (ii) found the same to be in good order, condition and repair, fully functioning, free of defects, and otherwise in all ways acceptable and fit for the undersigned's intended use, operation and environment; (b) received all applicable training (including without limitation, training regarding the inspection, maintenance, use, application and operation of each such Item), unit-specific familiarization, instructions and warnings; (c) been notified of (as applicable) each "Item" identified below; and (d) carefully reviewed, and hereby acknowledges and agrees to honor, be bound by, and comply fully with the terms of pages 1 through 3 of this Addendum.

Item / Subject Matter:	Initials: (Customer / Lessee)
Manufacturer's Manuals (Receipt by Customer/Lessee): Including Operation, Maintenance, Parts, Repair and Safety Manuals:	
Manual of Responsibilities: Dealers, Owners, Operators, Users, Lessors, Lessees and Brokers (Receipt by Customer/Lessee):	
Water-Resistant Storage Compartment for Manuals (Customer/Lessee notified):	
Control Functions (Reviewed and explained to Customer/Lessee):	
Safety Devices Specific to Rented Item(s) (Reviewed and explained to Customer/Lessee):	
Tilt and Load Sensor(s) / Alarm(s) (Reviewed and explained to Customer/Lessee):	
Tilt-Back Features – Manually Propelled Items (Reviewed and explained to Customer/Lessee):	
Control Labels, Functions and Warnings on Rented Item(s) (Clearly visible and legible):	
Controls – Ground Position (Fully and properly functioning):	
Controls – Platform Basket (Fully and properly functioning):	
Controls – Emergency (Lowering Controls, Motion Alarm, Horn, Creep Switch, Other: (Fully and properly functioning):	
Entry Gate (Opens, Closes and Secures Properly):	
Hoses, Fittings, Electronics, Hydraulics, Components (Fully and properly functioning, tight, and free of leaks and/or other apparent damage/malfunctions):	
Tires, Tracks, Outriggers , as applicable (In good condition, fully and properly functioning):	
DO NOT ATTEMPT TO USE the Rented Item(s) in severe weather (e.g., high winds, lightning, snow, hail, sleet, etc.), on steep or unstable terrain, on or near unblocked rights-of-way, near power line(s) or other electrocution hazards and/or without proper fall protection equipment.	
Other Item-Specific Documents/Items/Procedures/Features: Risk Assessment, Identification of Potential Hazards, Loading and Unloading, Mitigation Steps, Rescue Plan, Records Retention, Other(s): _____	

Safety Equipment:	Accept:	Decline:	
Harness(es)			<p>Customer/Lessee has been informed of the need for, and has been offered (on reasonable terms) all fall protection equipment ("FPE") referenced on Page 2 and in the columns to the left, but has declined the same, except as noted herein.* Customer/Lessee represents and warrants that he/she/it has carefully inspected each item of FPE accepted, <i>has ensured that it fits properly</i>, and has found the same to be in good order, condition and repair, complete and free of defects, and otherwise in all ways acceptable. Customer/Lessee: (a) has received or been offered, and agrees to furnish to all users, operators and occupants of the Rented Item(s), all required FPE, familiarization and training; and (b) assumes full responsibility for using, and causing all such users, operators and occupants to use and comply with the same.</p>
Lanyard(s)			
Other FPE:			

* **Important Note:** Customer/Lessee will be deemed to have declined all FPE with respect to the current rental and with respect to future rentals from TSE, unless with respect to each such rental, Customer/Lessee completes this Addendum and checks or initials "**Accept**" above, evidencing its acceptance of the specified FPE in each case.

Executed as of the date of such Customer's/Lessee's receipt of the Rented Item(s) identified in the above referenced Rental Contract(s).

Customer/Lessee: _____
Signature: _____
Name: _____
Title: _____

You, the "Customer" or "Lessee," have rented one or more "aerial work platform(s)," "mobile elevating work platform(s)," "lift(s) and/or scaffolds" (a/k/a: "Rented Item(s)") from Tri-State Equipment Holdings, LP d/b/a "TriState Equipment" (hereinafter, "Lessor" or "TSE"), under the terms of the Rental Contract you have executed with TSE (the "Rental Contract") identified on Page 1 of this Addendum (capitalized terms used but not defined herein having the meanings assigned thereto in such Rental Contract). You acknowledge and agree that, under Occupational Safety & Health Administration ("OSHA") guidelines, including **Title 29 of the Code of Federal Regulations, Parts 1910 and 1926, and ANSI/SIA A92.2-92.9, 92.22 and 92.24 (and their successor provision(s), as applicable)**, **ALL OPERATORS OF THE RENTED ITEM(S) ARE REQUIRED TO USE OR WEAR FALL ARREST / PROTECTION / RESTRAINT EQUIPMENT ("FPE") WHEN OPERATING SUCH RENTED ITEM(S)**, and all employers are responsible for ensuring that their employees: (a) use or wear FPE when operating such Rented Item(s); and (b) receive training and familiarization enabling such employees to properly use, inspect and maintain such FPE. Accordingly, you hereby acknowledge and agree as follows with respect to all of the Rented Item(s) listed in the Rental Contract (and with respect to any and all future rentals from TSE, you will ensure the following):

- (1) that the recommended or required FPE has been made available to you by TSE on reasonable terms;
- (2) that you have elected to Accept or Decline such FPE, as set forth on Page 1, with full knowledge of the potential hazards associated with using the Rented Item(s), as well as the hazards associated with failing to use FPE;
- (3) that you have personally inspected, examined, tested and approved each Rented Item prior to attempting to use it/them or making any Rented Item(s) available for use by any other party at any time;
- (4) that TSE has offered to you, on reasonable terms, any and all required training with respect to the Rented Item(s);
- (5) that you have received and understood the required familiarization with respect to each Rented Item; and
- (6) that you have: (a) received, carefully reviewed, and fully understand all applicable instructions and warnings, including without limitation EPA, NFPA, ASTM, SAIA, SSFI, ASSE, ASME, IEEE, OSHA (including OSHA 1910 and 1926.453, and the OSHA Fact Sheet available at: <https://www.osha.gov/Publications/aerial-lifts-factsheet.pdf>), and ANSI/SIA Standards (including without limitation, ANSI/SIA A92, and ANSI/SIA A92.5, A92.6, A92.22 and A92.24) and their respective successor provision(s), as applicable (collectively, "Instructions and Warnings"); and (b) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions you had regarding the same.

You further understand and agree to comply fully and at all times with: (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings; and (b) the Safety Rules appearing on Page 3; and you understand and agree to advise each of your employees and contractors that:

WORKING AT HEIGHTS IS INHERENTLY DANGEROUS

ACCORDINGLY, IN ADDITION TO YOUR OBLIGATIONS UNDER EACH RENTAL CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR THE "CUSTOMER" OR "LESSEE" IDENTIFIED IN THE RENTAL CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TSE AND EACH TPO (IF ANY) OF THE RENTED ITEM(S), THEIR RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS")) ARISING FROM AND/OR ASSOCIATED WITH ANY ONE OR MORE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS ARISING FROM AND/OR IN CONNECTION WITH THE USE, OCCUPANCY, MISUSE, TRANSPORTATION, MOVEMENT, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF SUCH RENTED ITEM(S), ANY REFUSAL AND/OR FAILURE TO PROPERLY USE FPE IN CONNECTION THEREWITH, AND/OR ANY OTHER BREACH OF THE ABOVE REFERENCED RENTAL CONTRACT(S), WHETHER BY YOU OR BY ANY ONE OR MORE OTHER PERSON(S).

This Addendum, together with the Safety Rules appearing on Page 3, supplements the Rental Contract and each other rental contract entered into between you and TSE at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of the Indemnitees (or any of them) under such Rental Contract(s), at law or in equity. Neither this Addendum nor the Rental Contract (nor any other rental contract with TSE) may be otherwise modified, unless authorized in writing by TSE.



TRI-STATE EQUIPMENT HOLDINGS, LP

AERIAL EQUIPMENT ADDENDUM - SAFETY RULES



WORKING AT HEIGHTS IS INHERENTLY DANGEROUS

Following is a summary of some common-sense rules designed to promote safety in the use of aerial work platforms, mobile elevating work platforms, lifts, ladders and scaffolds. You are directed to review the applicable OSHA Guidelines, ANSI Standards (including ANSI/SIA A92.2-92.9, 92.22, 92.24, and their respective successor provision(s)), SAIA/SSFI Code of Safe Practices, ASSE Standards, manufacturer(s)' use and safety instructions, and state and local laws, rules and regulations (collectively, "Applicable Safety Standards").

The following rules are included for informational purposes only, and are NOT intended to: (a) serve as a comprehensive list of safety measures; or (b) supplant any Applicable Safety Standards (to which the Lessee is directed for further information):

1. POST THESE SAFETY RULES IN A CONSPICUOUS PLACE, and be sure that all users are aware of them;
2. COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, AND GUIDELINES;
3. CAREFULLY INSPECT ALL RENTED ITEMS AND FPE REGULARLY AND BEFORE EACH USE: Never use any Rented Item(s) or FPE that is/are malfunctioning, severely worn, defective, damaged or deteriorated in any way;
4. SURVEY THE JOB SITE, make certain it is reasonably flat, stable, dry, properly and sufficiently compacted and free of obstacles, and identify and eliminate potential hazards associated with the use of the Rented Item(s);
5. **DO NOT ATTEMPT TO USE THE RENTED ITEM(S) IN SEVERE WEATHER** (e.g., winds exceeding 25 mph, lightning, snow, hail, sleet, etc.), on steep or unstable terrain, on or near unblocked rights-of-way or vehicular traffic areas (unless a spotter and/or safety cones are properly used/deployed), near power line(s) or other electrocution hazards and/or without proper fall protection;
6. KEEP ALL RENTED ITEMS AND FPE IN GOOD CONDITION AND REPAIR. Avoid using rusted or corroded items;
7. CAREFULLY INSTALL ALL ACCESSORIES in accordance with the manufacturers' recommended procedures;
8. DO NOT USE, OR PERMIT ANYONE ELSE TO USE, RENTED ITEM(S) IF YOU/THEY ARE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, OR IF YOU/THEY ARE FEELING WEAK, DIZZY, DROWSY OR OTHERWISE IMPAIRED;
9. DO NOT JUMP ONTO OR OFF OF PLATFORMS OR PLANKS;
10. **DO NOT ATTEMPT TO MODIFY, ALTER, DISCONNECT, DISMANTLE OR REPAIR ANY RENTED ITEM(S), SAFETY DEVICE(S) OR FPE:**
11. IF ANY RENTED ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, **IMMEDIATELY**: (A) CEASE USING SUCH RENTED ITEM; (B) TAKE REASONABLE STEPS TO ENSURE NO ONE ELSE ATTEMPTS TO USE IT; AND (C) **NOTIFY TSE**;
12. DO NOT INTERMIX PARTS FROM DIFFERENT MANUFACTURERS;
13. CONSULT THE MANUFACTURER WHEN IN DOUBT; NEVER TAKE CHANCES;
14. SECURELY FASTEN ALL BRACES;
15. DO NOT CLIMB on or outside of any Rented Item(s) unless specifically designed for climbing;
16. **CAREFULLY PLACE AND MAINTAIN ANCHORS, OUTRIGGERS AND OTHER STABILIZING DEVICES** on level and stable surfaces, and otherwise in accordance with the manufacturers' instructions;
17. **NEVER EXCEED RATED CAPACITY(IES)** OF RENTED ITEM(S) (including number of occupants, load dimensions, size and/or weight);
18. PROVIDE A GUARDRAIL SYSTEM, FALL PROTECTION AND TOEBOARDS WHERE REQUIRED;
19. **DO NOT ERECT RENTED ITEM(S) NEAR ELECTRICAL POWER LINES; POWER LINES POSE ELECTROCUTION HAZARDS;**
20. NEVER ATTEMPT TO REPOSITION (MOVE) AN AWP, MEWP, LIFT, LADDER OR SCAFFOLD WHILE OCCUPIED, except in strict compliance with the manufacturer(s)' instructions and all Applicable Safety Standards; and
21. DO NOT PLACE LADDERS OR SIMILAR DEVICES ON TOP OF RENTED ITEM(S) IN AN EFFORT TO INCREASE THEIR HEIGHT.

You agree to carefully review and **post in a conspicuous place all applicable OSHA Guidelines (including those contained in 29 CFR Parts 1910 and 1926), ANSI/SAIA 92.2-92.9, 92.22, 92.24, and the Code of Safe Practices** available at <http://www.ssfi.org/safety.htm> (and their respective successor provision(s), as applicable), and to ensure that, at all times hereafter, all persons who erect, dismantle or use any Rented Item(s) are made aware of, and comply with, such guidelines as well as the foregoing Safety Rules, and use them in all safety meetings.

CUSTOMER/LESSEE AGREES TO ENSURE THAT ONLY PROPERLY TRAINED, INSTRUCTED AND FAMILIARIZED ADULTS ARE PERMITTED TO USE, OPERATE, OCCUPY OR OTHERWISE ACCESS THE RENTED ITEM(S) AT ANY/ALL TIME(S).

This Addendum supplements and shall be deemed incorporated into the above referenced Rental Contract and each other rental contract for the same type(s) of Rented Item(s) you enter into with TSE and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of TSE under such contract(s), at law or in equity. Neither this Addendum nor the above referenced Rental Contract(s) may be otherwise modified, unless authorized in writing by TSE. Customer's handwritten, digital, electronic, photocopied and/or facsimiled signature on Page 1 will be enforceable as an original with respect to each of Pages 1 through 3 of this Addendum.



Rental Procedure:

Placing an order - To place a rental order please call your Sales Representative or email your request to rental@tristate-equipment.com

Pick-up and Delivery - All equipment is curbside delivery and pick-up. Drivers are not permitted to drive equipment into buildings. All units must be clear and accessible for pick-up. Blocked or inaccessible items will be placed back on-rent and could incur additional freight charges.

Damages - Damaged or lost equipment not covered by insurance will be assessed and charged to your account. Equipment will remain on rent until it is completely repaired.

Rental periods - Minimum Rental is one day

Day Rate - 8 hours

Week Rate - 40 hours

Monthly Rate – 96 thru 160 hours

Rental termination - There are two ways to call equipment off rent. Call the office (484) 913-0010 or email to rental@tristate-equipment.com. In any case you must obtain a **CALL OFF NUMBER** to end the rental.

Liability - The customer is responsible for all rental equipment while in their possession. It should be maintained and secured in a safe location until it is picked up from the jobsite. Failure to do so may result in additional charges.

Note: These policies do not supersede what is stipulated in the signed rental contract.

Signature: _____

Date: _____



LIMITED DAMAGE WAIVER

The "Limited Damage Waiver" is required on all rental equipment. This covers the renter for accidental damage to the rental equipment. The limited damage waiver does not cover damage caused by misuse, negligence, or abuse. This limited damage waiver fee (15% charge on the gross rental amount) can be waived if the customer provides to Tristate Equipment, LP (TSE) a Certificate of Insurance from their insurer that shows Tristate Equipment, LP named as an additional insured as well as showing coverage for "Contractors Rented Equipment" up to the value of the unit(s) being rented. The Limited Damage Waiver on this contract is non-refundable.

What is misuse, negligence, or abuse?

- **Misuse** is using the machine for a purpose it is not intended for. Examples of misuse could be: Utilizing a scissor lift to raise material to a window opening.
- **Negligence** could include but is not limited to leaving a machine unattended, unsecured, or failing to make a timely report of an incident (Timely reporting is considered to be within one hour of the incident.) or parking a lift under a tree limb to be cut.
- **Abuse** is utilizing a machine beyond the limits of the machine such as jumping railroad tracks in a skid steer or using a boom to lift another boom. Additionally, damage caused by the making the same "accidental" mistake repeatedly.

Other Exclusions from Limited Damage Waiver:

1. Damage caused by exceeding or overloading the rated capacity of equipment.
2. Damage from lack of providing lubrication or other normal servicing of equipment.
3. Loss or damages associated with vandalism, malicious mischief, theft, of conversion or equipment not documented by the customer's prompt filing with applicable public authorities (with an immediate written copy to Tristate Equipment, LP, of a formal written report.)
4. Loss or damage caused using the equipment in violation of any terms of the rental agreement.
5. Loss or damage resulting from dishonest or criminal activity of the customer or its authorized representative.
6. Loss or damage that was or should have been expected due to an extraordinary application or use of the equipment.
7. Damages or loss associated with use or operation of equipment by a person other than qualified employees of the customer, including damages to or loss of equipment loaned to a third party.
8. Loss or damages resulting from exposure to radioactive, contaminated or other hazardous material.
9. All loss of or damage to the Equipment associated with the Equipment's rollover or upset.
10. Boom damage from overloading of a boom or from a collision when a boom is in motion.
11. Submersion of the Equipment in mud or water above the tracks (in the case of track machines) or above tires (in the case of tire machines.)

DAMAGE WAIVER IS NOT INSURANCE

Limited Damage Waiver is NOT insurance. You are still responsible for all personal injuries or property damage as set forth in the Rental Contract or operation of the equipment. The Damage Waiver is enforced for the same duration as the rental period ("Term"). In some circumstances, a deposit may be required. By accepting the damage waiver, Customer will be covered for usual breakage and repairs approved solely by TSE to approved damaged equipment not to exceed the amount of the damage waiver. Renter agrees to immediately notify TSE of any accidents that involved excessive breakage, damage or theft and promptly submit any applicable police reports. Damage waiver does not cover missing items. The damage waiver will not be applied for any Rented items which are destroyed or otherwise not returned; damage resulting in careless, intentional abuse or misuse of equipment; wrongful conversion of Customer; overturning; transit; or leaving outdoors and water damage. All rental items that are missing or damaged will be charged at the full retail replacement cost. Additional charges may include, but are not limited to, freight, rush shipping, quantity minimums and lost rental revenue. **If and only if, you have elected to purchase the OPTIONAL LIMITED DAMAGE WAIVER ("LDW") and we have accepted the LDW, after payment of the first \$2,500.00 in damage costs, you will have no liability to us for 80% of the cost to repair or replace Item(s) covered by LDW ("Covered Items") which suffer physical damage during the Term. For damages arising from earthquakes or floods, after payment of the first \$25,000.00 in damage costs, you will have no liability to us for 80% of the cost to repair or replace Covered Items during the Term. However, you will remain fully liable for all: (a) Item(s) not covered by LDW; (b) Items lost or damaged during or as a result of: (i) transportation; (ii) your breach of this Contract; (iii) theft, destruction, or other failure to return such Item(s) to us as and when required hereunder; (iv) negligence, misuse and/or abuse; and/or (v) use of any Item in violation of any insurance policy or warranty; and (c) 20% of the costs associated with repairing and/or replacing Covered Items.**

BY SIGNING BELOW, LESSEE SPECIFICALLY ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THE ABOVE TERMS AND CONDITIONS RELATED TO TRISTATE EQUIPMENT, LP DAMAGE WAIVER:

LESSEE: _____ PRINT NAME AND TITLE: _____

DATE: _____ EQUIPMENT NAME & TS #: _____ / _____

☐ By checking this box, Lessee signed above **declines** Damage Waiver coverage **and** has provided to Tristate Equipment, LP a Certificate of Insurance from their insurer that shows Tristate Equipment, LP named as an additional insured as well as showing coverage for "Contractors Rented Equipment" up to the value of the unit(s) being rented.



ENVIRONMENTAL FEE

As of February 2018, Tri-State Equipment Holdings, LP incorporated environmental fees, similar to those charged by other equipment rental companies, to qualifying rentals. The environmental fee is to help offset expenses such as waste disposal, maintenance and cleaning, labor and administrative costs that Tristate Equipment incurs while handling hazardous materials such as fuel, oil, cleaners and batteries. The fee is added to each piece of rental equipment identified as having a potential for environmental impact.

FUEL SURCHARGE

Due to rising prices of fuel, Tristate Equipment believes it would be more beneficial to for our customers to add a temporary fuel surcharge on deliveries, pick-ups and onsite service calls, rather than increase delivery rates. This surcharge will take effect May 16, 2022 and will be listed separately on your invoice. We will be monitoring the fuel costs on a regular basis and as prices normalize the surcharge will see a reduction.



Credit Card Authorization Form

I, _____ authorize Tri-State Equipment Holdings, LP to charge the following credit card for new and recurring monthly charges on my account. I understand that my information will be saved to file for future transactions on my account.

Company Name: _____

Name on Card: _____

Credit Card Billing Address: _____
Street and Suite Number

City, State and Zip Code

Email address for receipt: _____

VISA__ **MASTERCARD**____ **AMEX**_____

Credit card number*: _____ CVV2: _____ Exp. Date: _____
(If AMEX card, 4 digit code above credit card number _____)

This authorization will remain valid on file until the card above expires or with 30-day advanced written notice.

Card Holder's Signature: _____

Print Name: _____

Signature of Company Principal required below if different from Card Holder:

Print Name: _____

Date: _____

**Return this form to astefani@tristate-equipment.com
Attn: Amy Stefani Administrative Manager**