



**PACIFIC AG  
RENTALS**



Enclosed you will find the following:

- A Credit application; and
- Pacific Ag Rentals, LLC. Master Equipment Rental Agreement for current and future rentals, rent to purchase options, and lease.

Please review, sign and date, and return the following to the address or e-mail noted below:

- Completed credit application form;
- Master Equipment Rental Agreement;
- Certificate of Liability Insurance; and
- Copy of Company Representative's Driver's License

**[newaccounts@pacificagrentals.com](mailto:newaccounts@pacificagrentals.com)**

Pacific Ag Rentals, LLC  
820 Park Row #686  
Salinas, CA 93901  
Attn: New Accounts

**BUSINESS INFORMATION**

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

Company name:

Company Representative:

Title:

Phone:

Fax:

Email:

Business mailing address:

City:

State:

ZIP Code:

Sole Proprietorship

Partnership

Corporation

Other

Tax ID#

SS#

Driver's License #:

**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

Checking

Savings

Other

Number of years in business:

Number of years under current ownership:

Have you done business with us before? Yes  No

If so, under what name?

Do you have any federal/state tax liens? Yes  No

If so, amount owed?

Have you ever filed bankruptcy? Yes  No

Type:

Date discharged:

\*Tax exempt (resale)?

Yes  No

\*Ag exempt?

Yes  No

\*If yes, please attach certificate(s)

Purchase order required?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Authorized purchaser(s) if applicable:
1.		3.
2.		4.

**BUSINESS/TRADE REFERENCES**

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

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. Unless otherwise agreed, a service charge of 1.5% per month (18% per annum) will be added to all amounts not paid within thirty (30) calendar days from the date payment is due. 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 represents and warrants that he or she is a duly authorized representative of Customer and as such has the authority to sign this Agreement on behalf of Customer and further 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

## **AGREEMENT.**

Pacific Ag Rentals, LLC, ("PAR") agrees to rent to Customer, and Customer agrees to rent from PAR, the equipment, accessories, motor vehicles, and other personal property ("Equipment") described in each Rental Out Schedule ("Schedule") and/or Rent to Purchase Option ("RPO Quote") executed from time-to-time pursuant to this Agreement. Each Schedule and RPO Quote shall incorporate all the terms and conditions of this Agreement, shall contain such additional terms as PAR and Customer shall agree upon, and shall constitute an agreement separate and distinct from this Agreement and any other Schedule and/or RPO Quote. In the event of a conflict between the provisions of this Agreement and Schedule or RPO Quote, the written terms of the Schedule or RPO Quote shall prevail.

This Master Equipment Rental Agreement ("Agreement") revised as of August 2024, together with the attached Rental Out Schedule (Schedule) or RPO Quote as well as all subsequent applicable Schedules or RPO Quotes entered into between the parties, supersede and replace any previous agreement(s) between Pacific Ag Rentals and the Customer.

This Agreement may be terminated by either Party effective upon thirty (30) days' written notice to the other Party. Upon termination, no additional Schedules or RPO Quotes shall be entered into or become effective under this Agreement. Rental Agreements in effect pursuant to Schedules or RPO Quotes approved prior to the termination of this Agreement shall continue in full force and effect following such termination for their respective Terms, unless otherwise agreed to in writing by the Parties.

## **RENTAL TERM.**

The rental term applicable to the Equipment referenced in the Schedules shall commence when the Customer picks up the Equipment from PAR and ends when the Equipment has been returned to PAR. If PAR makes or arranges transportation, the rental term shall start upon delivery and ends upon issue of a Pick-Up Ticket. Customer must obtain a Pick-Up Ticket Number.

## **RENT AND OTHER CHARGES.**

Customer shall pay rental charges for each piece of Equipment in the amount as specified on the attached and/or applicable Schedule or RPO Quote. Unless otherwise specified rental charges are based on the number of days the Equipment is in use by Customer in any full or partial rental month during the term of this Agreement. Rental rates are subject to change at the sole discretion of PAR with thirty (30) calendar days' written notice. In addition to rental charges, Customer shall pay freight or shipment charges, if any, as set forth on the applicable Schedule. Each piece of Equipment will have a maximum hour usage per rental term (day, week, or month). Excess hours used over the rental term will be invoiced at an hourly rate and due accordingly. The rental rate for the Equipment covers normal use only. Equipment requiring excessive cleanup or repair due to unusual "wear and tear", missing parts or damage will be charged an additional cleaning fee or repair cost to be determined at time of inspection(s). A refueling fee at posted rates will be applied to all Equipment not returned with at least a ¼ tank of fuel.

## **FEES, ASSESSMENTS, AND TAXES.**

Customer shall (A) report and timely pay all applicable license fees, taxes (sales, use, property, excise, etc.) assessments and any other fees or expenses associated with or resulting from Customer's possession, use or operation of the Equipment during the Rental Term, (B) file all returns required of Customer in that regard, and (C) furnish, upon PAR's request, verification that payment has been made before said taxes, assessments, or fees become delinquent. Customer shall reimburse PAR for any applicable taxes, fees, assessments, licenses assessed against PAR.

## **PAYMENT and LATE CHARGES.**

Unless otherwise agreed to and stated on the Schedule or RPO Quote, payment is due and payable in full within fifteen (15) days of the invoice date. Customer shall pay interest at eighteen percent (18%) per annum, or 1 ½ % per month, on any balance over thirty (30) calendar days from the due date or on any undisputed delinquent payment of rent or any other payment due hereunder from the date when such payment was due until paid. Payment on the account is absolutely due and owing without any right of offset unless otherwise agreed to in writing by PAR. A failure by Customer to pay the Rent due or to make any

other payment required under this Agreement and/or Schedule or RPO Quote shall constitute a breach and default hereof if not paid within thirty (30) calendar days from payment due date. In such event, PAR shall have, in addition to the late payment interest due, all rights and remedies as provided in the paragraph entitled "DEFAULT REMEDIES" below.

Any balance over ninety (90) calendar days will negate all accumulated rental purchase option credits. Commencing with the actual pick-up date by Customer or delivery date by PAR, whichever is later.

**INSURANCE REQUIREMENTS.**

Customer shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by PAR, which shall be no less than the cumulative Replacement Value(s) as set forth in the Rental Out Schedule ("Schedule"). Customer shall at its own cost and expense, obtain and maintain throughout the Term (A) general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, to cover any liability caused by or arising out of activities of Customer or Customer's agents or employees with respect to the Equipment; and (B) property insurance against all risk or physical loss or damage to the Equipment with limits of not less than one hundred percent (100%) of the Insured Value of the Equipment (as specified in the Schedule). All such policies shall name Pacific Ag Rentals, LLC as an additional insured for claims arising out of Customer's or its agents' operations.

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 Customer's 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: \_\_\_\_\_

## **WARRANTY AND INSPECTION**

PAR warrants that the Equipment will be in good working order and repair at delivery. Within 48 hours after receiving the Equipment, Customer shall inspect the Equipment and certify that it is in good working order and repair or notify PAR of any defects. Failure of Customer to send written notice specifying any defect or objection within said period of time shall be construed to mean that the Equipment is in good working order and repair and is accepted by Customer. In the event that the Equipment is delivered with defects, PAR will decide to either repair the Equipment at its sole expense, replace the Equipment with reasonably similar Equipment in good working order or cancel the rental. If the rental is cancelled, PAR shall transport the Equipment back to its facility at its own cost and shall prorate the rental price.

The above warranty is contingent upon proper use and maintenance of the Equipment by Customer. It shall not apply if repair to the Equipment is necessary because of accident, misuse, improper handling, improper operation, improper maintenance, unusual use or use during unusual weather conditions. This is the sole and exclusive warranty given Customer in connection with the rented Equipment which is otherwise being rented in "AS IS" condition. PAR makes no other warranty and expressly disclaims any and all express and implied warranties as to the rented Equipment, including any warranty of merchantability, fitness for a particular purpose, or capacity. PAR shall not be liable for any delays, work stoppages, loss of use of equipment, lost time, inconvenience, lost profits, or any other direct, incidental, special or consequential damages relating to possession, transport, use, operation, control, maintenance and/or repair of the Equipment or any loss, damage, or injury resulting therefrom.

### **USE OF EQUIPMENT.**

Customer shall use the Equipment (A) solely in connection with its business and for the purpose for which the Equipment was designed and intended, (B) in a careful and proper manner in accordance with the Equipment's operating manual; (C) as required by applicable insurance policies, and (D) in compliance with all applicable laws, regulations and ordinances promulgated by any federal, state or local governmental body, agency, or authority. Customer is responsible for ensuring the Equipment is operated and used only by individuals who have the proper licenses, if required, training, and qualifications to do so. Customer shall not assign, transfer, sublease or rent the Equipment to another party outside of the Agreement without PAR's prior written consent.

### **LOCATION; INSPECTION.**

Unless otherwise agreed between the parties, Customer shall give PAR at least thirty (30) days prior written notice before moving the Equipment from the location(s) set forth in the applicable Schedule. Customer shall not export or move any Equipment outside the continental United States without prior written approval by PAR. PAR may inspect the Equipment at any reasonable time without prior notice to Customer and PAR or its agents may enter upon any property where the Equipment is located in order to conduct such inspections.

### **MAINTENANCE.**

Customer shall, at Customer's sole expense, keep and maintain the Equipment during the rental term in good working order and repair in accordance with all manufacturer specifications and service manuals. Maintenance shall include, but is not limited to daily inspections as required in the operator's manual, including but not limited to normal basic service, lubrication and greasing of all grease points on a daily basis, or as otherwise required by the operator's manual; visually inspect the Equipment daily; check filters, check and maintain all oil and fluid levels, check tire and track air pressure; visually inspect the tractor for loose, broken, missing or fractured bolts, brackets, or other parts; inspect for leaks or anything that does not look or sound right. PAR should be notified immediately if anything appears out of spec from the manufacturer manual. Customer will be responsible to change the oil and filters after 200 hours of use, where applicable, and must respond as reasonably necessary to all Diagnostic Trouble Code (DTC) "alerts". Customer, at its expense, may arrange to have PAR perform required maintenance or services.

**ALTERATIONS OF EQUIPMENT.**

Customer shall not make any alterations or additions to the Equipment without PAR's prior written consent, which shall not be unreasonably withheld or delayed.

**DAMAGE AND LOSS.**

In the event of loss, theft, or damage to a particular piece of Equipment while in Customer's possession, Customer shall continue to pay PAR the sums due under the terms of the Agreement as they become due and, at the option of PAR, Customer shall do the following: (A) If the Equipment is damaged Customer shall give prompt notice to PAR thereof and make arrangements with PAR for the transport of the damaged Equipment to a shop to be designated by PAR for the repair of the damaged Equipment to its previous condition and working order. Customer shall be solely responsible for the cost of the transportation and repair of the Equipment; or (B) if the Equipment is determined by PAR to be lost or stolen, destroyed or suffers damage that is either not repairable or the cost of repairs would exceed the Equipment Replacement Value as specified in the Schedule, Customer shall pay to PAR the sum of unpaid Rent currently outstanding plus the Replacement Value of the Equipment as set forth in the Schedule. Once all payments have been made this Agreement shall terminate with respect to such item of Equipment. Loss or damage to the Equipment shall not relieve Customer of its ongoing obligation to pay rent on the Equipment until resolved.

**MALFUNCTIONING EQUIPMENT.**

In the event that the Equipment should be involved in an accident, become unsafe, malfunction, or require repair, Customer shall immediately cease using the Equipment and immediately notify PAR. If such condition is the result of normal operation of the Equipment, PAR will repair or replace the Equipment with reasonably similar Equipment in good working order, if such replacement Equipment is available. PAR has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in the Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must request pick up or return the Equipment to the PAR facility within twenty-four (24) hours from the time of defect in order to terminate rental charges.

**INDEMNIFICATION.**

Customer shall indemnify, defend and hold PAR and all of its shareholders, respective directors, officers, agents, servants, employees, and affiliates (each an "Indemnitee") harmless from and against any and all third party claims, losses, damages, actions, suits, expenses, proceedings, costs, penalties, including but not limited to, attorney's fees and legal expenses of whatsoever kind and nature and other costs of investigation or defense, including those incurred upon any appeal arising out of or relating to this Agreement or directly or indirectly to Customer's possession or use of the Equipment or Customer's agents, subcontractors' or employees' possession or use of the Equipment (collectively, "Claims") whether in law or equity, or in contract, tort or otherwise. The parties agree that PAR shall only be liable or responsible for its own negligence or willful misconduct.

**RISK OF LOSS.**

Customer acknowledges and hereby assumes all risks inherent in the operation, use and possession of the Equipment from any and every cause whatsoever from the time the Equipment is delivered to Customer until returned to the PAR designated location, except (a) if PAR picks up 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 Customer bears the entire risk of loss or damage shall impair any obligation of Customer under this Rental Agreement, which shall continue in full force and effect.

**RETURN of EQUIPMENT.**

Customer shall return all Equipment, transportation charges prepaid, to PAR's yard. Said Equipment shall be returned in the same condition and appearance as when received by the Customer, normal "wear and tear" excepted. If the Equipment is returned damaged or subjected to excessive wear and tear (i.e. outside that which arises in normal operation, or has been operated improperly, or damaged in any other way) Customer shall pay PAR the full cost of restoring the Equipment to its same condition and appearance as at the start of the rental.

**DEFAULT REMEDIES.**

Any of the following shall constitute an Event of Default under this Agreement and all Schedules: (A) Customer fails to pay when due any Rental Payment or any other sum required to be paid hereunder and such failure shall continue uncorrected after ten (10) calendar days following receipt of written notice thereof from PAR ; (B) Customer fails to observe, keep, or perform any other term, covenant or condition of this Agreement required to be observed, kept, or performed by Customer, and such failure shall continue uncorrected after ten (10) calendar days following receipt of written notice thereof from PAR; (C) Customer becomes insolvent or admits in writing its inability to pay its debts as they become due or makes an assignment for the benefit of its creditors, whether voluntary or involuntary; or (D) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law is filed by or against Customer; or ( E ) Customer voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated.

If an Event of Default occurs, PAR may in its sole discretion, exercise one or more of the following remedies: (A) to declare the entire amount of Rent hereunder immediately due and payable as to the Equipment without further demand to Customer; (B) to make a claim for and recover all rents, and other payments, then accrued and thereafter accruing, with respect to the Equipment; (C) to take possession of part or all of the Equipment without further demand or notice, wherever the same may be located. Customer shall cooperate with PAR by enabling PAR and/or its agents to access and remove such Equipment. Customer hereby waives any and all damages occasioned by such taking of possession of the Equipment by PAR. Any such taking of possession shall not constitute a termination of Customer's Rental and other obligations under this Agreement unless PAR expressly so notifies Customer in writing; (D) to terminate this Agreement and any other agreement with Customer and/or Customer's parent company, subsidiaries, or affiliates; and/or (E) to pursue any other right or remedy at law or in equity. Notwithstanding any said repossession, or any other action which PAR may take, Customer shall be and remain liable for the full performance of all obligations on the part of Customer to be performed under this Agreement. All such remedies are cumulative and may be exercised concurrently or separately.

**RIGHT TO RECLAIM EQUIPMENT.**

If upon any termination of this Agreement or at PAR's option upon occurrence of any Default, Customer fails or refuses to deliver the Equipment to PAR upon its demand, PAR shall have the right to enter Customer's premises and take possession of and remove the Equipment without legal process. In the event that the Equipment is located at a site that is not owned by the Customer, Customer will take all actions required by PAR to gain lawful access to such site for the purposes contemplated in this Section. Customer releases PAR from, and shall indemnify PAR against any claim or action for trespass or damages caused by the entry and removal. Under all circumstances, Customer shall also pay to PAR on demand, an amount equal to any and all incidental damages sustained by PAR, including without limitation, all costs of collection, repossession, transportation, storage, repair, reconditioning, resale or other disposition of the Equipment. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to PAR at law or equity.

**COLLECTION COSTS.**

Customer shall pay all reasonable costs, charges and expenses, including reasonable attorney's fees and court costs incurred by PAR in retaking possession of the Equipment and/or in connection with the collection of any sums which Customer may owe PAR under this Agreement or in connection with the enforcement of its terms.



**NOTICES.**

Any required notices under this Agreement must be in writing and be delivered either by hand, by e-mail or sent by registered mail return receipt requested to the address specified below or such other address as either Party may in the future specify in writing to the other Party. Notices shall be deemed received upon actual receipt or refusal of delivery.

ON BEHALF OF CUSTOMER:

ON BEHALF OF PAR:

Name: \_\_\_\_\_

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Address: \_\_\_\_\_

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E-mail: \_\_\_\_\_

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**GOVERNING LAW; VENUE.**

This Agreement shall be interpreted under and governed by the laws of the State of California. Any claim or dispute under this Agreement must be resolved by a court located in Monterey County, California.

**RIGHT TO MODIFY RENTAL AND SERVICE TERMS**

PAR reserves the right to modify or make changes to its Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the "last update" date above and will be effective immediately upon publication by PAR. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these terms will be effective unless in writing and signed by the parties.

**RENT TO PURCHASE OPTION**

Rent to Purchase options are available upon request. Rent to Purchase agreements (RPO Quotes) shall incorporate all the terms and conditions of this Agreement and shall contain such additional terms as PAR and Customer shall agree upon.

By receiving the above-stated equipment, Customer agrees to all of the terms contained in this document and enters into it knowingly and voluntarily. Customer has been informed and understands that PAR will periodically provide an accounting of the outstanding equipment rented to Customer which is subject to invoicing. Customer understands that such inventory accounting will be deemed to be accurate unless the Customer notifies PAR in writing within 30 days.

**Approved and Agreed to By and Between the Parties Hereto:**

**ON BEHALF OF PAR:**

**ON BEHALF OF CUSTOMER:**

Pacific Ag Rentals, LLC

820 Park Row #686

Salinas, Ca 93901

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_