



BSLNI, Inc.

Specializing in  
Demolition  
Attachments

P.O. Box 1059 • 6375 N. Colorado Blvd. • Commerce City, Colorado 80022  
(303) 287-2211 • (303) 287-7869 FAX

**CREDIT APPLICATION**

Name of Business		Phone Number		Fax Number	
Mailing Address		City		State	Zip
Street Address		City		State	Zip
Type of Business				Date Established	
Type of Organization:		<input type="checkbox"/> Corporation		<input type="checkbox"/> Partnership	
				<input type="checkbox"/> Sole Proprietorship	
Principal #1		Title			
Home Street Address		City		State	Zip
Home Phone Number		SSN (If Sole Proprietor)			
Principal #2		Title			
Home Street Address		City		State	Zip
Home Phone Number		SSN (If Sole Proprietor)			
Parent Company Name (If Division or Subsidiary)		Phone Number		Fax Number	
Mailing Address		City		State	Zip
Annual Sales Volume	Net Profit / (Loss)	Current Assets		Current Liabilities	
Working Capital	Net Worth	Total Assets		Total Liabilities	
<b>References:</b>					
Bank Name		Account Type	Account Number		Phone Number
Mailing Address			City		State Zip
Trade Reference #1		Phone Number	Mailing Address		
Trade Reference #2		Phone Number	Mailing Address		
Trade Reference #3		Phone Number	Mailing Address		
I (we) agree to pay for all goods purchased within 30 days of receipt of the invoice. B.S.L.N.I. Inc. (Backhoe Services) is authorized to contact references or banks listed above. It is understood that any information obtained will be used solely for the basis of granting credit. <b>SHOULD IT BECOME NECESSARY TO COLLECT THE ACCOUNT BY LEGAL PROCEEDING OR OTHERWISE, THE UNDERSIGNED, INCLUDING ENDORSERS PROMISE TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES.</b>					
Signature				Date	
Print Name			Title		

# TERMS & CONDITIONS

## 1. LESSEE RESPONSIBILITY:

- a. Lessee assumes all risks, and will pay all costs and expenses of any character, arising from the use, possession, or maintenance of said Equipment.
- b. Lessee shall be responsible for and pay the cost of all necessary repairs, maintenance, and replacements, and Lessor shall not be obligated to, nor called upon by Lessee to furnish, to make or pay for any repairs to or upon the Equipment (except under the provisions of the manufacturer's warranty), and all replacement parts, additions, repairs, and accessories incorporated in or affixed to any of the Equipment shall become part thereof, and the title thereto shall vest in Lessor.
- c. If any Equipment hereby leased is destroyed, lost or stolen, Lessee shall not be relieved of its obligation to pay the full rental herein provided for the full term of this Lease. If the Equipment is damaged, there shall be no reduction in the amount payable hereunder, and Lessee shall immediately have such damage repaired at its' cost and expense, in which event Lessor, upon completion of such repairs shall pay to Lessee such sum as shall be paid to Lessor from insurance on account of such damage.
- d. Lessee shall keep the Equipment free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said Equipment; shall not part possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the country or filing district in which Lessee resides as indicated herein without the prior written consent of Lessor, shall keep said Equipment insured in such amounts and with such insurer as may be acceptable to Lessor with any loss payable to Lessor as his interest in the Equipment may appear.

## 2. The LESSEE agrees that the rates provided for in this contract are considered straight time rates based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred seventy-six (176) hours in any one thirty (30) consecutive day period. Should the Equipment be used longer than the above specified hours in any specific period, the overtime rate shall be based as follows:

1/8<sup>th</sup> of the daily rate for each hour worked in excess of eight (8) hours in any one day;

1/40<sup>th</sup> of the weekly rate for each hour worked in excess of forty (40) hours in any one weekly period;

1/176<sup>th</sup> of the monthly rate for each hour in excess of one hundred seventy-six (176) hours worked in any thirty (30) consecutive day period.

The minimum rental period is one day. The weekly rate applies only if the Equipment is out at least one full week. The monthly rate applies only if the Equipment is out at least thirty days. No allowances will be made for Sunday, holidays, time in transit, or any period of time that the Equipment may not be in actual use while in LESSEE'S possession.

Lessee agrees that he is absolutely responsible for the return of all Equipment leased. Lessee agrees to pay replacement cost plus rent due for any Equipment not returned due to mysterious disappearance or theft from Lessee regardless of whether or not the disappearance or theft was the result of, or contributed to by, the negligence of the Lessee.

A 1 1/2% per month service charge will be made on all amounts unpaid after 30 days from the due date resulting in an annual percentage rate of 18% plus \$5.00 for each rebilling, and \$35.00 charge for each check returned.

Owner shall not be liable to Lessee on any event for any loss, delay, or damages of any kind or character resulting in defects in or inefficiency of the leased property or accidental breakage thereof.

## 3. LESSEE DEFAULT: Time is of the essence of this Lease and if Lessee fails to comply with any of the terms and conditions hereof of defaults in the payment of any payment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any payment due under any other indebtedness or contract held by the Lessor or Assignee, or if proceedings are instituted against Lessee under any bankruptcy or insolvency law or Lessee makes an assignment for the benefit of creditors or if for any reason the Lessor deems himself insecure and so declares, all payments heretofore made by Lessee shall be retained by the Lessor and all indebtedness hereunder shall become immediately due and payable, with or without notice, **together with all expenses of collection, including all attorneys' fees, by suit or otherwise** and Lessor may, without notice or demand, take possession of the Equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said Equipment or may, render the property unusable for Lessor may require Lessee to assemble the Equipment and make it available at a place designated by Lessor. Said taking or repossession shall not be deemed rescission of the Lease. Lessor may exercise any other rights and remedies provided by applicable law.

## 4. FAILURE TO RETURN AS EXTENSION OF LEASE: If upon expiration of the Lease term the Lessee does not return the Equipment to the Lessor, at his place of business, the Lessee shall pay a pro rata amount of the rental stated on the reverse side hereof until the Equipment is returned. The unauthorized holding of the Equipment shall not be considered as an extension of the Lease term.

## 5. WAIVER MODIFICATION ETC.

- a. No waivers or modifications hereof shall be valid unless written upon or attached to this Lease, Waiver or condition of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Lessor are to be applied first to delinquent interest and then to principal.
- b. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this Lease shall operate to pass a security interest in the property as security for the payment hereof.
- c. Any provision of this Lease prohibited by the laws of any state, the United States, any province or Canada shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the Lease.
- d. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand, protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- e. Lessee authorizes Lessor to insert the identification and/or model numbers of the Equipment set forth on the reverse side hereof for the purposes of identifying said Equipment.

## 6. INSURANCE: Lessee, at its own expense, will provide during the term of this Lease, before any Equipment covered by this Lease is used, such insurance of the type and in an amount satisfactory to Lessor as is necessary to insure Lessor for and against any liability or loss for injury or death to any person or persons or for damage to any property resulting from or arising out of the use, possession, or operation by Lessee of any Equipment hereby leased. Lessee will keep the Equipment insured at its full insurable value against loss or damage to it resulting from collision, fire, or other casualty. Lessee shall deliver to Lessor policies or certificates of insurance naming Lessor as an insured and an agreement by the insuring company not to cancel such insurance without at least ten-day notice to Lessor.

## 7. EXCLUSION OF WARRANTIES OR MERCHANTABILITY AND WARRANTIES OF FITNESS, LIMITATION OF OWNERS LIABILITY: Lessee is skilled and experienced in the use and operation of the Equipment. Based solely on the Lessee's own judgement, Lessee has made the selection of Equipment and the decision to lease said Equipment. Lessee has full and sole control over the use and maintenance of Equipment during the period of this contract or Lease. **OWNER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY.** The Equipment is leased WHERE IS and with all faults AS IS. Owner shall not be liable for consequential damages and Lessee agrees to indemnify Owner fully.

Signature

Date

Print Name

Title