



Rental Agreement & Equipment Use Authorization

Return to: hfulbright@marcocp.com
824 S. Kingshighway, Cape Girardeau, MO 63703

APPLICANT OR BUSINESS INFORMATION		
DATE	MARCO USE ONLY CUSTOMER # SALESMAN	
APPLICANT NAME OR BUSINESS NAME	DOING BUSINESS AS NAME (DBA)	
STREET ADDRESS	CITY, STATE, ZIP	
MAILING ADDRESS	CITY, STATE, ZIP	
YEARS IN BUSINESS	YEARS AT THIS ADDRESS	SOCIAL SECURITY # OR FEDERAL ID #
CONTACT NAME	DRIVERS LICENSE #	
PHONE #	E-MAIL ADDRESS	

PROJECT OR JOBSITE DETAILS				
WHAT JOB IS THIS FOR?		ADDRESS WHERE EQUIPMENT WILL BE USED		
Is there a general contractor or homeowner responsible for paying you?		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES, please provide name and phone number.</i> NAME PHONE #
Will this be a shared project with another contractor?		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES, please provide name and phone number.</i> NAME PHONE #
Will a subcontractor be using this equipment?		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES, please provide name and phone number.</i> NAME PHONE #

RENTAL TERMS AND CONDITIONS

I/we hereby make application for a rental account with Marco Construction Products, LLC on the following terms: All rental accounts shall be paid in full net 28 days or at the end of the rental, whichever comes first. Delinquent rental accounts will be charged a service charge per month (12% or the maximum allowed by law) on the outstanding balance. Applicant agrees that any and all legal disputes arising out of any purchases or rentals of products from Marco Construction Products, LLC, including but not limited to, an action for collection on a delinquent account, actions relating to failure to return the equipment promptly and/or damages to the equipment shall be governed by the law of the State of Missouri and the applicant further agrees that any and all legal action relating to transactions between the applicant and Marco Construction Products, LLC may be brought in the Circuit Court for the County of Cape Girardeau, Missouri and the applicant consents to the jurisdiction and venue in said courts. The applicant further agrees and understands that should Marco Construction Products, LLC require the retention of any attorney to pursue any and all legal action, that applicant will agree to pay all court costs, expenses, and a reasonable attorney fee for any and all legal action necessitated by applicant's conduct either individually or by and through applicant's business corporation and its various employees, agents, or servants.

I/we represent and warrant that all statements are true at the date shown. I/we authorize Marco Construction Products, LLC to make any credit inquiries deemed necessary to process this application and continue to grant rental credit. Marco Construction Products, LLC may exchange credit experiences on this account with other creditors and credit reporting agencies. By signature hereon I/we acknowledge that the undersigned has read and understood the above and that the terms are acceptable. I/we understand that Marco Construction Products, LLC may terminate the granting of rental credit at any time for any reason without notice or liability.

APPLICANT (PLEASE PRINT or TYPE)	
SIGNATURE AND TITLE	DATE

EQUIPMENT USE, LIABILITY, AND BILLING TERMS

1. The total charges are an estimate based on the estimated rental period provided by customer.
 2. Customer assumes all risks associated with the Equipment during the rental period, including injury and damage to persons, property, and the equipment.
 3. Customer is responsible for and shall only permit properly authorized individuals, who are not impaired (under the influence of drugs or alcohol), to use the equipment.
 4. If the equipment does not operate properly, is not suitable for customer's intended use, does not have operating instructions, or customer has any questions regarding use of the equipment, customer shall not use the Equipment and shall contact Marco immediately.
 5. Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
 6. Customer agrees to pay all court costs, expenses, and reasonable attorney fees for any and all legal action.
 7. All legal action relating to transactions between Marco Construction Products, LLC and purchaser/lessee may be brought in the Circuit Court for the County of Cape Girardeau, Missouri.
 8. Charges are portal to portal time, not time used, including any periods Marco is closed.
 9. Customer is responsible for refueling, damages, and repairs. ****Intentional damage, misuse of equipment, or missing items are not covered by damage waiver.
 10. By signing this rental agreement, you authorize Marco Construction Products, LLC to charge credit card on file when payment is due.
 11. We impose a 2% surcharge on all credit card transactions.

11. We impose a 3% surcharge on all credit card transactions.	
APPLICANT (PLEASE PRINT or TYPE)	
SIGNATURE AND TITLE	DATE