



# Rental Agreement Requirements

- **Fill out entire Rental Agreement**

*Sign and Initial where requested*

- **Attach a copy of your Photo ID and Credit Card**

*Front and back of both*

- **A Major Credit Card (Visa, MC or Amex) must be stored on file for all Rentals**

- **Unless paying by Cash or Check, a 3% Credit Card Merchant fee will be added to every transaction**

- **We cannot accept Debit or Business Debit as security**

*You may make payments with a Debit Card but it can not be the card stored for security*

- **Initial next to Open Recurring Billing**

**(Open recurring billing is required for all rentals)**

*Disregard the sections for Invoice # and Amount to be Charged*

**\*Email all documents to [Sales@Haynesscaffolding.com](mailto:Sales@Haynesscaffolding.com)**

**Please reach out to us with any questions Phone:**

**(561) 833-8689**

**HAYNES SCAFFOLDING & SUPPLY, INC.**  
**1685 N Florida Mango Road Suite 'C'**  
**West Palm Beach, Florida 33409**  
**Phone: (561) 833-8689 • HaynesScaffolding.com**  
**Fax 561-835-0051**

**RENTAL AGREEMENT**

Name/Company Name: \_\_\_\_\_

Company Tax ID No.: \_\_\_\_\_ Entity Type:  Corporation  LLC  Partnership  Trust

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**MAILING ADDRESS if different from above:** \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you use Purchase Order (select one)  YES  NO *NOTE: If yes, Purchase Order Numbers must be supplied.*

**ALL ORDERS PLACED MUST INCLUDE FULL ADDRESS WITH CORRECT STREET NAME, NUMBER, AND CITY**

<u>Name</u>	<u>Title</u>	<u>Driver License</u>	<u>Date of Birth</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**A MAJOR CREDIT CARD IS REQUIRED ON FILE WITH YOUR APPLICATION AS SECURITY AGAINST THE EQUIPMENT YOU ARE RENTING.**

(CIRCLE ONE) VISA - MASTERCARD - AMERICAN EXPRESS

Card No: \_\_\_\_\_ Security Code: \_\_\_\_\_ Expiration Date; \_\_\_/\_\_\_/\_\_\_\_\_

APPLICANT AGREES TO THE FOLLOWING In consideration of credit to be extended by Haynes Scaffolding & Supply, Inc., "Haynes", the Applicant affirms that the information submitted in the application above is true and correct and the Applicant agrees and acknowledges that A) Haynes shall at all times retain the right to deny any credit to the applicant, B) Haynes shall retain the right to close this account whenever Haynes deems such action to be necessary, C) Applicant has read the provisions of and will adhere to and be bound by all provisions and conditions of this Account Agreement, D) Haynes is authorized to investigate the credit of the Applicant and of each persons signing below as Guarantor(s), E) Investigations of credit may include obtaining information as to the Applicant's and each of the Guarantors' credit capacity, general credit reputation, character, whichever may be applicable, F) Haynes is authorized to report to proper persons and bureaus the Applicant's performance under this Agreement, G) Applicant shall be responsible for and shall pay for all products sold or leased by Haynes to Applicant, upon receipt, there being no exceptions, and H) any of the Applicant's employees are authorized to charge on this account unless otherwise advised in writing by Applicant.

NOTE FAILURE TO RETURN RENTAL PROPERTY OR EQUIPMENT UPON EXPIRATION OF THE RENTAL PERIOD AND FAILURE TO PAY ALL AMOUNTS DUE (INCLUDING COSTS FOR DAMAGE TO THE PROPERTY OR EQUIPMENT) ARE PRIMA FACIE EVIDENCE OF INTENT TO DEFRAUD, PUNISHABLE IN ACCORDANCE WITH SECTION 812.155(3) FLORIDA STATUES.

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Print Name/Title: \_\_\_\_\_

By: \_\_\_\_\_

*Signature of Applicant/Authorized Party*

**Trade References (Minimum of Three Names)**

-----  
Name - City - State - Phone Number

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Name - City - State - Phone Number

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Name - City - State - Phone Number

**GUARANTY**

**BY MY SIGNATURE BELOW, I PERSONALLY AND INDIVIDUALLY GUARANTEE PAYMENT OF THIS ACCOUNT. I ALSO GIVE PERMISSION TO CHARGE THE VISA, MASTERCARD OR AMERICAN EXPRESS LISTED ABOVE, FOR OUTSTANDING MONIES DUE FOR RENTAL, REPLACEMENT OR SALE OF EQUIPMENT, INCLUDING ANY AND ALL LATE FEES, INTEREST AND COSTS.**

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed to all renewals of extensions of such indebtedness from, the Company or any other party liable for such indebtedness. In the event more than one party executed this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be constructed to include the plural.

Print Name: \_\_\_\_\_ License Number \_\_\_\_\_

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Signature of Guarantor

Print Name: \_\_\_\_\_ License Number \_\_\_\_\_

-----  
Signature of Guarantor

NOTE: ANY ALTERATIONS MADE TO THIS APPLICATION WILL RESULT IN IMMEDIATE DENIAL.

**NOTE:** If Applicant calls in for a pickup before close of business, the date of which Applicant calls prints out on the pickup ticket and Applicant will be credited for the unused days from that date. This does not apply to advance requests, In the event that Haynes is unable to do next day pickup, the date of call-in ensures that Applicant is not billed for the days Applicant was waiting for the pickup of Equipment. ONLY the Equipment that is returned or picked up will be credited. Any Equipment not returned or not at the proper location at the jobsite when the pickup is done, remains out on rental until it is returned.

**DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Applicant's sole remedy for any failure of or defect in the Equipment not caused by Applicant, shall be the termination of the rental charges at the time of failure, provided (i) notice of the failure is provided to Lessor in writing and (ii) the Equipment is returned to Lessor within twenty-four (24) hours after such failure. Lessor shall not be responsible for any loss, damage or injury to Applicant or Applicant's person, business or property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.**

CONDITIONS OF ACCOUNT AGREEMENT CREDIT APPROVAL

1. As employed herein, Applicant means the person or entity to whom is applying for credit.
2. As employed herein, "Haynes" means Haynes Scaffolding and Supply, Inc.
3. All account applications must be signed by an authorized agent of company applying, and or a corporate/company officer/manager of the company.
4. Applicant agrees with Haynes to pay for all purchases on receipt. Charges billed but not paid by the 10th of the month following purchase/lease will be considered delinquent and will be subject to finance charge.
5. You agree to pay a finance charge equal to 1 and ½ (1.5%) percent per month on any past due invoices.
6. Applicant assumes full responsibility for payment of all materials purchased from Haynes. Applicant agrees to be personally liable for all charges and individually guarantees payment of all charges.
7. Failure to so notify Haynes of any issues relating to the Equipment signifies total acceptance and responsibility for prompt payment in full of this account. Any modification and/or alteration by purchase order, purchase agreement or contract must be in writing and signed by Applicant and Haynes. Precedence over all subsequent action written, oral or direct is hereby implied.

8. Applicant assumes liability for materials at the time of delivery and/or pick up whether or not Applicant's representative is on hand to acknowledge receipt of delivery and/or pickup. NOTE. A pickup service is provided for customer's convenience on a workload basis, it is not the responsibility of Haynes for the return of the Equipment rented.
9. Delivery and pick up service is curbside ONLY. Delivery is provided to the Applicant's site and will be placed within twenty five (25) feet of Haynes' truck ONLY. Pick up service is done on a workload basis. Applicant must call and notify that the Equipment is down and stacked within twenty-five (25) feet of access to Haynes' truck. Drivers DO NOT dismantle Equipment A "dry run" fee (equivalent of delivery fee for that jobsite) will be billed if the Equipment has not been dismantled prior to pick up and/or if the Equipment is not on-site at the time of pick up. All deliveries of scaffolding are tailgate only. Insurance will not permit Haynes to carry any Equipment into any structure, and/or operate any lifting equipment
10. Applicant shall have a representative from Applicant on-site to sign all delivery and or pickup tickets, as well as verify all Equipment counts. Haynes will not drop any equipment without someone to sign the delivery ticket. Haynes will prior to the trucks arrival, however, Haynes is not able to provide exact arrival times.
11. Any disputed invoices must be brought to the attention of Haynes in writing within ten (10) days of the receipt of invoice by the Applicant. If Haynes is not notified, then the invoices/contracts shall be deemed correct and undisputed.
12. Applicant agrees that no refund will be granted unless the Equipment is returned within thirty (30) days with invoice to store where purchase was made and in original sales condition.
13. If any Equipment under rental is lost or damaged, you agree to pay Haynes list price for the Equipment less 10% discount.
14. Applicant shall keep the Equipment furnished here under free of all debris and material and Applicant further agrees to use best efforts to preserve the structural integrity of such Equipment.
15. Haynes reserves the right to send out "Notice to Owner" and file liens on past due accounts and use any legal proceeding to enforce said lien and to protect said Equipment and Haynes interest therein. Upon request, Applicant is required to provide complete and accurate information concerning all related obliges under the Florida Lien Laws on property where the Equipment is used. Failure to provide requested information will result in immediate suspension of credit privileges. Lien releases will be provided within three (3) working days of request.
16. Applicant agrees to pay Haynes all freight charges for transporting any Equipment.
17. If, by reason of Applicant's or Guarantor's default, Haynes employs an attorney to enforce Haynes' remedies or otherwise protect Haynes's rights under this Agreement, Applicant shall pay to Haynes any and all attorneys' fees and court costs, through trial, bankruptcy and all appellate levels, and all other costs and expenses incurred by Haynes as a result of Applicant's default. If any lawsuit is brought in connection with this Agreement, Applicant shall pay all attorneys' fees and court costs, through trial and on appeal, and in any bankruptcy court action, incurred by Haynes in defense, counterclaim or crossclaim of any such action or proceeding.
18. The parties agree that any dispute(s) arising from or relating to this account application shall be resolved by binding arbitration before the American Arbitration Association according to its construction industry arbitration rules for Florida.
19. Applicant will allow Haynes a minimum forty-eight (48) hours notice for either delivery or pick up.
20. All rentals/sales/freight charges are taxable and Applicant shall pay all taxes due.
21. ALL accounts are set up as collect on delivery (COD) until a payment history has been established. Haynes will review Applicant's account after a minimum of six (6) months of activity, if Applicant seeks an open account.
22. ALL applications need to be signed and filled out as completely as possible. Entity accounts require a signature from an authorized signer guaranteeing payment will be made by the Applicant in the appropriate manner.
23. ALL Applicants renting scaffolding, debris chutes, or such equipment require a credit card slip on file as security deposit towards the Equipment you are renting. NO OTHER TYPES OF DEPOSIT WILL BE ACCEPTED.
24. A copy Applicant's authorized signer(s) driver's license or state issued ID is required to be placed with the application as proof of identification.
25. ALL initial invoices are payment due at time of delivery. Continuation leases billed monthly and due within ten (10) days of receipt.
26. There is a thirty (30) day minimum on all rentals. After this thirty (30) day period (initial lease) Applicant will be billed for another thirty (30) days ("Continuation Lease). Once the Equipment is returned to us, it will be pro-rated to the last billed through date and Applicant will receive a credit for the "unused" days of the Continuation Lease only.
27. A complete street address including street number is required for all rental orders delivered by Haynes' trucks or picked up at the office.
28. If your company has elected the use of purchase orders please provide your employees with the proper information when placing or picking up Equipment. No Equipment will be released without a company issued purchase order number
29. Haynes does not allow individuals to rent equipment under accounts that are not listed in their personal names (individuals/homeowners), If Applicant gives permission for someone other than Applicant to rent under Applicant's account, Applicant will retain full responsibility for that Equipment. Companies must keep a list of authorized users on file for their field personnel to ensure their rental account is not misused by former employees. Unless Haynes is notified otherwise in writing, employees with your company will be permitted to place orders on your company account.
30. Any account with a delinquent balance may be placed on a credit hold or closed at any time and the Equipment picked without notice at the discretion of Haynes.

Applicant's Acceptance of Terms:

By: \_\_\_\_\_

Signature of Applicant/Authorized Party



1685 N Florida Mango Road Suite 'C'  
West Palm Beach, FL 33409  
Phone: (561) 833-8689 • HaynesScaffolding.com  
Fax: 561-835-0051

Credit Card Payment Authorization

By completing this authorization form, I hereby authorize Haynes Scaffolding & Supply, Inc. to charge my (our) credit card for services, and all recurring bills.

Open Recurring Billing: **Initial** \_\_\_\_\_

If this is a onetime payment, please check here

- Unless paying by Cash or Check, a 3% Credit Card Merchant fee will be added to every transaction
- Invoice Number: \_\_\_\_\_
- Amount to be Charged: \_\_\_\_\_

Company Name/Name on Account: \_\_\_\_\_ Customer#: \_\_\_\_\_

Card Type: Visa ( ) Mastercard ( ) American Express ( )

Name as Shown on Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Mailing Address of Card Holder: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized By:

Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Use Only:



**Authorized Contact List**

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

**Please provide us a list of notable employees for your account with us. This includes who will receive email notifications about your account, as well as authorized personal to rent equipment and/or purchase equipment**

*Note: When opting into email notifications the email provided will receive all emails regarding the selected notifications done to the account.*

**Please provide the following information below**

Name \_\_\_\_\_  
Title \_\_\_\_\_ Department \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

Are there email notifications for this employee to receive? YES  NO

Circle all that apply:

**Open    Contracts    Close Contracts    Payment    Call off Rent    Delivery    Quote**

Name \_\_\_\_\_  
Title \_\_\_\_\_ Department \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

Are there email notifications for this employee to receive? YES  NO

Circle all that apply:

**Open    Contracts    Close Contracts    Payment    Call off Rent    Delivery    Quote**

***\*If more are needed please provide an attached list \****