



# APPLICATION FOR CREDIT & RENTAL AGREEMENT

*Confidential Credit Information*

Phone: 604-294-5438 Fax: 604-291-8007 [email: creditapps.canada@sunbeltrentals.com](mailto:creditapps.canada@sunbeltrentals.com)

Mail: Sunbelt Rentals of Canada Inc. PO Box 1184, Coquitlam, BC V3J 6Z9

In order to process your request, this agreement must be signed. Please attach a company credit profile if available.

CR 11/07

Customer Full Legal Name (Individual or Company) _____		Physical Address _____	
(d/b/a) Trade Name _____		Mailing Address _____	
Phone Number _____	Fax Number _____	City, Province, Postal Code _____	Email _____

**BUSINESS**

Corporation   
  ULC   
  Partnership   
  Proprietorship   
 Length of Time in Business \_\_\_\_\_  
(if less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTEE information below and sign guarantee on reverse side.)

Previous Business Name: \_\_\_\_\_ D&B#: \_\_\_\_\_ Province entity formed: \_\_\_\_\_  
 Have you ever filed bankruptcy? \_\_\_\_\_ GST/HST#: \_\_\_\_\_ Date entity formed: \_\_\_\_\_  
 Bonding Agent Name and Address: \_\_\_\_\_

**CUSTOMER DETAILS (Complete the following as it applies to Customer)**

<b>Sole Proprietor:</b>	Owner's Name: First: _____ Middle: _____ Last: _____ Birth date: Day: _____ Month: _____ Year: _____ Drivers License #: _____ Home Address: _____ Home Phone#: _____ Previous Address (If less than five years at above address): _____
<b>General Partnership or LLP:</b>	Written Agreement: Yes _____ No _____ Name of one Individual Partner: First: _____ Middle: _____ Last: _____ Address: _____ Phone #: _____ Birth date: Day: _____ Month: _____ Year: _____ Social Insurance # (optional): _____ Name of second Individual Partner First: _____ Middle: _____ Last: _____ Address: _____ Phone #: _____ Birth date: Day: _____ Month: _____ Year: _____ Social Insurance # (optional): _____ * If there are more than two partners, add the same information on a supplemental page. If the General Partner is a corporation, fill in the corporation section below for each General Partner that is a corporation.
<b>Corporation or ULC:</b>	President: _____ Home Address: _____ Home Phone #: _____ Vice President: _____ Home Address: _____ Home Phone #: _____ Sec./Treas.: _____ Home Address: _____ Home Phone #: _____ *Add names of shareholders on a supplemental page.
<b>Farm:</b>	Are you a farmer or a farm corporation? Yes _____ No _____

**BANKING INFORMATION**

Bank Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Chequing Account Number \_\_\_\_\_ Loan Account Number \_\_\_\_\_

**ACCOUNTING INFORMATION**

Purchase Order #s Required? ___ Job #s Required? ___ RPP (Rental Protection Plan) accepted? Y N Interested in online access to Account Info? ___ Tax Exempt ___ (If yes, attach proper forms)	Insurance Co.: _____ Certificate of Insurance being forwarded? _____ (Insurance Certificate required prior to rental)
Cust. Acct. Payable (A/P) Contact _____ A/P E-Mail _____ A/P Phone # _____ A/P Fax # _____	Insurance Contact _____ Ins E-Mail _____ Ins Phone # _____

TRADE REFERENCES	City, Province	Phone Number

# APPLICATION FOR CREDIT & RENTAL AGREEMENT

*Confidential Credit Information*

## TERMS & AGREEMENT *(Must be signed for account processing)*

The undersigned Customer and Guarantor in consideration of Sunbelt Rentals of Canada Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Sunbelt") extending commercial credit to the Customer based upon the information furnished herein (which is incorporated), warrant and agree that by executing this agreement, including the guarantee below (collectively, the "Agreement"): (a) all purchases/rentals made by Customer from Sunbelt are subject to the terms and conditions contained herein and contained in any Sunbelt Rental Contract(s) signed by Customer from time to time, including the release, indemnification and insurance provisions in sections 8 and 9 (collectively, "Rental Contract"); (b) the Rental Contract terms are made a part of this Agreement and each and every rental/sale of equipment and/or provision of labour furnished to Customer, whether or not Customer executes each Rental Contract; and (c) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect and any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only. Sunbelt shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed pursuant to the Special Economic Measures Act (Canada), and agrees to notify Sunbelt should they become listed in the future. Refer to <http://www.international.gc.ca/sanctions/countries-pays/index.aspx?lang=eng> for information on the lists of persons and parties subject to such restrictions.

In making this Agreement upon which Sunbelt will rely to extend commercial credit, I/We agree to Sunbelt's terms of payment as follows: NET DUE 30 DAYS FROM INVOICE DATE on all accounts and interest will be charged at 18% per annum on all invoices/contracts not paid when due, from the date such payment was due until payment in full, both before and after judgment at this rate. Any disputed invoices must be brought to the attention of Sunbelt within fifteen (15) days of the receipt of the invoices/contracts are deemed correct and undisputed. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or law firm, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement; and (b) to pay all costs and expenses of collection, including but not limited to, reasonable legal fees on a solicitor and own client basis. Customer will fully indemnify Sunbelt plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies.

The individual executing this Agreement below for the Customer or as Guarantor warrants that (a) s/he is authorized to do so; (b) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (c) a copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer and Guarantor waive the right to a jury trial of any or all claims or disputes which may arise from this Agreement. **I/We authorize Sunbelt to make whatever credit enquiries about me/us that it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Customer and Guarantor information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Sunbelt to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Sunbelt calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

If the Customer and/or Guarantor is an individual sole proprietor or a partner in a partnership, the undersigned Customer and/or Guarantor consents: (a) to the collection and use of his/her respective personal information (as defined in the *Personal Information Protection and Electronic Documents Act* (Canada)) for the purpose of assessing their credit worthiness to enter into contracts on credit with Sunbelt prior to the start of any Rental Contract or extension of credit or Sunbelt relying on the guarantee set out below, until I/We have paid my/our obligations in full; (b) that my/our personal information may be disclosed to any affiliated corporation in the Sunbelt corporate family, and to its agents whose assistance is needed to provide the administration or delivery or services to me/us such as financial institutions for payment processing or collection of payments or return of the equipment; (c) acknowledges that some of our personal information may leave Canada and as such may be seen by foreign governments or their agencies; and (d) to Sunbelt (i) investigating my/our credit history and Sunbelt may utilize credit reporting services for information about me/us; and (ii) contacting our bank and any or all of the above references regarding our credit standing.

I/We will jointly and severally indemnify you, and see you paid for your account with respect to any order now or hereafter made by the corporate customer.

I/We further agree to pay your account within your terms of payment following purchase, to pay 18% per annum on overdue accounts and I/We assure full responsibility for any costs incurred, including legal fees or collection of the account on a full solicitor/client indemnity basis

**I/We have read the terms and conditions and Rental Contract and agree to abide by them.**

If a Customer is a corporation, ULC or general partner of and LLP	Sign: _____ Name: _____ Title: _____	If Customer is a sole proprietor or individual partner:	Sign: _____ Print Name: _____
		If Customer is a sole proprietor or individual partner:	Sign: _____ Print Name: _____
		If Customer is a sole proprietor or individual partner:	Sign: _____ Print Name: _____

## INDIVIDUAL PERSONAL GUARANTEE

The undersigned Guarantor(s), for and in consideration of Sunbelt extending credit at my/our request to the Customer named above, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations Customer to Sunbelt whether now existing or hereinafter made and further agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Sunbelt whenever Customer fails to pay the same. It is understood that this guarantee shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment, acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims.

The undersigned recognizes the obligation of the Customer and the undersigned and agrees to hold the portion of all payments received by Customer which include payment to Customer for the rent and/or purchase of equipment and supplies furnished by Sunbelt pursuant to this Agreement to be held in a separate trust account for payment to Sunbelt. The undersigned agrees to act as fiduciary for payment to Sunbelt and agrees that Customer shall not use said payments for any other purpose, in exchange for the Customer's ability to rent and/or purchase equipment and supplies on a credit account. The undersigned agrees that any failure to hold payments in trust for Sunbelt shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge. The undersigned represent that (i) the information contained in this Agreement is a true and is the correct statement of the financial condition of Customer; and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Sunbelt shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize Sunbelt to make whatever credit enquiries about me/us it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

Guarantor's Signature: _____ (seal)	Guarantor's Signature: _____ (seal)
Print Guarantor's Name: _____	Print Guarantor's Name: _____
Address: _____	Address: _____
Social Insurance # (optional): _____	Social Insurance # (optional): _____
Witness Signature: _____	Witness Signature: _____
Print Witness Name: _____	Print Witness Name: _____
Date: _____	Date: _____

**Sunbelt Rentals of Canada Inc. - Use of Commercial Electronic Messages – Account Customers**

Pursuant to Canada's anti-spam legislation ("CASL"), Sunbelt Rentals of Canada Inc. ("Sunbelt") seeks your consent to receive commercial electronic messages such as emails as part of our delivery of our services to you and to alert you to future and other services we may offer from time to time.

If you wish to withdraw your consent to recipient of our commercial electronic messages, please contact Sunbelt Rentals of Canada Inc. by phone or mail at our Office contact details set at the bottom of this form. If you do not consent, or if you later withdraw your consent, Sunbelt will deliver our services to you only by means of phone, fax, mail or courier.

If you do consent, please sign below.

Dated: \_\_\_\_\_, 201\_\_

If Customer is a corporation, ULC or general partner of an LLP	Business Full Name: _____ Sign: _____ Print Name: _____ Title: _____	If Customer is a sole proprietor or individual partner:	Sign: _____ Print Name: _____
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***Sunbelt Rentals of Canada Inc.***

***P O Box 1184 Coquitlam, BC V3J 6Z9***