



Rentshop Inc.
561 Victoria St. East
Alliston, Ontario L9R 1K1
Phone: (705) 435-3844
(877) 660-4834
Fax: (705) 435-2302
www.rentshopinc.com
rent_it@rentshopinc.com

Credit Application & Agreement

Please print clearly:

Legal Name: _____ Date of Application: _____

Trade Name: Same as above ; or _____ How long in business: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____ Type: Proprietorship / Partnership / Corporation

Note if P.O. Box please fill in actual location address: _____

Affiliated Companies: _____ HST: _____

Tel: (____) _____ Fax: (____) _____ Mobile: (____) _____ Number of Employees: _____

Website: _____ Email: _____

Amount of Credit Requested: \$ _____ **Estimated Annual Rental Volume: \$** _____

How did you hear about us? Internet Referral by: _____

Phone Directory Other: _____

Principle(s): Partner Sole Owner Signing Officer Individual (C.O.D. Account)

Name: _____ Home: (____) _____ Mobile: (____) _____

Residential Address: _____ City: _____ Postal Code: _____

Driver's Licence: _____ Title: _____ Date of Birth: _____

Email: _____

Principle(s): Partner Sole Owner Signing Officer

Name: _____ Home: (____) _____ Mobile: (____) _____

Residential Address: _____ City: _____ Postal Code: _____

Driver's Licence: _____ Title: _____ Date of Birth: _____

Email: _____

Contacts:

Accounts Payable Contact: _____ Tel: (____) _____ Ext: _____

Email: _____ Mobile: (____) _____

Additional Contact: _____ Tel: (____) _____ Mobile: (____) _____

References:

Bank: _____ Contact: _____ Account No.: _____

Address: _____ City: _____ Tel: (____) _____

Credit Card Payment Authorization

I hereby authorize Rentshop Inc. to charge my credit card each month for any purchases I have made on account until further written notice.

Credit Card: Visa MC Amex Credit Card Number: _____

Expiry Date: ____ / ____ CVD: _____ Authorized Signature: _____



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Established Credit References: (This reference section must be completed in order to process your application without delay.)

1. Company Name: _____ Address: _____
City: _____ Tel.: (____) _____ Fax: (____) _____ Credit Limit: \$ _____
2. Company Name: _____ Address: _____
City: _____ Tel.: (____) _____ Fax: (____) _____ Credit Limit: \$ _____
3. Company Name: _____ Address: _____
City: _____ Tel.: (____) _____ Fax: (____) _____ Credit Limit: \$ _____

Specify Rental Instructions: (See section 6 below)

- OBTAIN WRITTEN P.O. ONLY PHONE OFFICE FOR AUTHORIZATION AND/OR P.O. SHOW JOB SITE ON CONTRACT & INVOICE
- RENT ONLY TO: (PLEASE ATTACH AN AUTHORIZED TO RENT LIST COMPLETE W/ CONTACT INFO – VALID UNTIL FURTHER WRITTEN NOTICE)
- OTHER INSTRUCTIONS: _____

Credit Agreement Terms and Conditions - Please read carefully before signing.

In consideration of Rentshop Inc. accepting this application, applicant may obtain merchandise and/or services subject to the following terms and conditions.

1. I understand, and agree, to be fully responsible and liable for all use made of the Applicant's account with Rentshop by any agent or representative of the Applicant as follows:
 - **Equipment Purchases** – Equipment purchase invoices are payable **30 days following date of invoice** or in accordance with the terms specified in the Sales Contract.
 - **Equipment Rentals** – Equipment rentals invoices are payable **30 days following date of invoice**.
 - **Miscellaneous, Parts and Service** – Miscellaneous, parts and service invoices are payable **30 days following date of invoice**.
 - **Propane Invoices** – Propane invoices are payable **15 days following date of invoice**.
2. I understand and agree that the Service Charge as set out on Rentshop invoices at a rate of 2% per month (24% per annum) will be applied to all past due purchases calculated from the date on which they become past due. I understand, and agree, that this service charge may be revised from time to time.
3. I understand, and agree, that my charge account privileges may be cancelled at any time at the discretion of Rentshop.
4. I certify that the information contained herein is correct and I authorize and consent to the receipt and exchange of any credit information by Rentshop including the exchange of credit information concerning the applicant with any credit reporting agency or any person or corporation with whom the applicant has or proposes to have financial relations. This application for credit terms will only be considered if completed and signed by the owner, principal or authorized signing officer.
5. It is hereby understood, acknowledged and agreed that the collection, use and disposal of the information contained herein may include but not be restricted to the transfer and sharing of such information between related or associated corporate entities within Rentshop Inc. and, further, that the information may be used for the purpose of the advertising or the promotional activities of Rentshop Inc. or its related or associated corporate entities.
6. It is understood and agreed that while every effort will be made by Rentshop to obtain the requisite authorization at the time the order is taken, Rentshop Inc. shall at all times be entitled to collect all debts in respect of rentals, sales, or services to the Applicant made in the normal course of business, notwithstanding failure to receive the requisite authorization and, in addition, Rentshop Inc. shall not be liable for loss or damages, direct or indirect, consequential or otherwise in the event such authorization is not obtained.
7. The Lessee is responsible for all losses and damages to the equipment during the rental period and the appraisal for any such loss or damage shall be based on the replacement cost of equipment with no deduction for depreciation.

I, undersigned, declare that all the information supplied in this Credit Application & Agreement, is true and accurate, that I am authorized to request a charge account at Rentshop Inc. and/or any of its subsidiaries. Furthermore, by signing below, I agree and consent to authorize Rentshop Inc. and/or any of its subsidiaries to obtain from any credit reporting agency or any other source, such information as Rentshop Inc. and/or any of its subsidiaries may deem appropriate, at any time in connection with the credit hereby applied for. **I acknowledge, and agree, that I am jointly and severally liable for all purchases and/or services requested from Rentshop Inc. and/or any of its subsidiaries under my own name, trade name, or corporate name.**

I give consent that personal credit information may be disclosed at any time and that a 2% (24% per annum) finance service charge on past due invoices be applicable.

Date: _____ Applicant Signature: _____

Witness: _____ Applicant Name (Please print): _____

Witness (Printed): _____ Applicant's Title: _____

RENTAL TERMS AND CONDITIONS

In consideration of the hiring of the Equipment described without operator, by the undersigned (herein after referred to as the "Renter",) from the company named on the reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. **RENTAL TERM** begins on the date and time specified as "TAKEN OUT" and terminates on the date and time specified as "DUE IN" unless amended in writing on the reverse side of this contract. Rental charges commence on delivery of Equipment to Renter and end upon return of the Equipment to Dealer's premises. The Rental Term shall end on and include the day of actual delivery of the Equipment to the Dealer. At the end of the rental period the Dealer shall provide and the Renter shall obtain an Off Rent number. Dealer may terminate Rental at any time and take possession of the Equipment above. The Renter assumes all responsibility for the Equipment until it has been returned to the Dealer's yard. Rental rates are quoted FOB our yard. Rates are based on an eight (8) hour work day and five (5) day week. Double and triple shifts will be charged accordingly.
2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all the Equipment in good working condition and repair and declares that the Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all the devices and materials used to connect the Equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods. If the Dealer's employees assist in loading or unloading the goods, the Renter agrees to assume the risk of and hold the Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof as in good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred.
3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the Equipment should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify the Dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Equipment or product.
4. **COMPLIANCE WITH THE LAWS.** Renter acknowledges that Dealer has no control over the use of the Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, provincial and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and in use by the Renter. Renter shall not permit any person who is not legally qualified to use the Equipment.
5. **MAINTENANCE, OPERATION AND REPAIRS.** The Renter shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless or needlessly rough usage, and shall, at the Renter's own expense, maintain and ultimately return to the Dealer the Equipment and its appurtenances, together with any tools and accessories pertaining thereto the whole in good repair and running order, fair wear and tear excepted.
Without limiting the generality of the foregoing, the Renter shall, at the Renter's own expense, during the term of this Lease, pay the cost of:
 - a) All fuel and lubricants required to operate the Equipment;
 - b) All repairs required to be made to the Equipment in order to keep it in good repair and proper running order in accordance with the operator's manual;
 - c) Replacing broken or worn out parts, fair wear and tear excepted;
 - d) The maintenance of tires, tubes, and tracks on all Equipment so equipped is the responsibility of the Renter.Repairs to and or replacement of, tires, tubes and tracks will be charged to the Renter, as will any service calls to the location of the Equipment if the Equipment is not brought into the Dealer's yard. No allowance will be made for any downtime or inconvenience caused to the Renter by failure of any tires, tubes, and wheels and/or associated Equipment.
6. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. Renter is to use properly trained operators. In the event of any accident or casualty, resulting in bodily injury or property damage arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefore and shall hold the Dealer harmless from any claims or action arising therefrom. Renter shall furnish the Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses.
7. **DAMAGE TO EQUIPMENT.** The Renter shall be responsible for and shall indemnify the Dealer for all loss or damage to the Equipment, however caused, in addition to the Dealer's loss of use of the said equipment. The appraisal for any such loss or damage shall be based on the replacement cost of Equipment without deduction for depreciation.
8. **LIABILITY OF LESSEE.** The Renter shall indemnify the Dealer against all loss, expenses, penalties, damages, condemnations and law costs which the Dealer may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the Equipment by or while in the hands of the Renter or the latter's employees, agents or carriers. The Renter hereby renounces all claims which he (it) may have against the Dealer for any loss or damage which he (it) may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
9. **THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances will be considered a theft resulting in a criminal prosecution.
10. **TAXES.** Renter agrees to pay any and all taxes licence fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the government authority. In the event of a claim by any government authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.
11. **TITLE.** Title to the Equipment is and shall at all times remain in the Dealer. The Renter shall not incur or permit to exist any lien or other encumbrance on or with respect to the Equipment. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process, and may take all action reasonably necessary to do so.
12. **INSPECTION.** Before the Equipment is loaded for transit to the Renter, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by the Lease, then the cost of such inspection shall be paid by the Dealer. If the Renter fails to have such inspection made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Renter's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Dealer makes no warranty or guarantee whatsoever as to the Equipment or its performance. The Dealer shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the performance of inspecting the Equipment.
13. **TERMINATION OF LEASE.** Should the Renter fail to make any payment for more than thirty (30) days after it becomes due, or becomes bankrupt, or fails to maintain and operate or to return the Equipment as provided by the Lease, or violates any other provision hereof, the Dealer may terminate this Lease, re-take possession of the Equipment without becoming liable for trespass, and recover all rentals due, and full damages for any injury to, and all expenses incurred in obtaining the return of the Equipment. Should the Dealer fail to ship the Equipment in good and running order stipulated in this Lease, the Renter may, upon giving the Dealer notice in writing, terminate this Lease and recover any amount paid by him (it) to the Dealer hereunder. All outstanding obligations shall survive termination of the lease.
14. **SUBLETTING AND LOCATION.** None of the Equipment shall be sublet by the Renter, nor shall he (it) assign or transfer any interest in this Lease without the previous written consent of the Dealer. The Equipment shall be used only at the location shown on the face of this lease.
15. **DAMAGE WAIVER .** If the Renter accepts the Equipment Protection Plan (EPP) (Renter is deemed to accept unless it declines where indicated on the front of this Agreement and has provided the Dealer with proof of insurance) and paying the additional fee specified thereon, the Dealer will waive its claim against the Renter under paragraph 7 hereof for damage to the Equipment for any amount (except as set out in EPP Agreement). By accepting, the Renter agrees to the full terms and conditions of the EPP Agreement.
16. **MISCELLANEOUS, AND WARRANTIES.**
 - a) This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
 - b) Any schedule attached to this agreement form part of this agreement.
 - c) This agreement shall be binding upon and shall endure to the benefit of the parties and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns.
 - d) All rental equipment returned is subject to a cleaning charge and/or damage charge where applicable.
 - e) Dealer makes no warranties, either expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, it's merchantability or fitness for a particular purpose, or that it is suited for the Renter's intended use. The aggregate liability of Dealer hereunder, if any, shall be limited to the amount paid to it by Renter under this Lease.
 - f) The Renter consents to the collection of personal information by Dealer and the use, retention, disclosure of such information by Dealer in accordance with the Dealer's Privacy Statement as posted at www.rentshopinc.com.



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To: All Customers

Re: Equipment Protection Plan

As an additional service to our customers, Rentshop Equipment Rentals, Sales & Service offers an optional Equipment Protection Plan. This "Damage Waiver" (DW) will help reduce the cost to you for loss or damage to equipment while on rent under normal working conditions. **The charge will be 10% of the rental price** and will be automatically applied at the time of rental if you choose to accept the Equipment Protection Plan.

EQUIPMENT PROTECTION PLAN. The Equipment Protection Plan we offer is a Damage Waiver. IT IS NOT INSURANCE, NOR IS IT A WARRANTY.

[If you are an approved account customer, in good standing, and maintain your own insurance covering all damage to or loss of the Equipment and provide us with proof of such insurance, you have the option of declining the Equipment Protection Plan by placing your initials in the space provided for that purpose on Page 2.]

If you accept the Equipment Protection Plan, we will, subject to the "Exceptions and Exclusions" set forth below, waive our right to recover from you our direct cost to repair or replace Equipment which is damaged or destroyed while in your possession; provided however, that (a) you will be responsible for the first \$250.00 of the cost of such repair or replacement, and (b) if you have insurance of your own covering such damage, you agree to promptly exercise all rights under such policy to make a claim for any amounts available thereunder with respect to such damage, and/or at our option, assign the claim (or the proceeds thereof, as applicable) to us as soon after the occurrence of the event giving rise to such claim as reasonably practicable.

What It Covers:

- Loss or Damage occurring to the rental equipment while on rent and used under normal working conditions.

Exceptions and Exclusions:

The foregoing notwithstanding, the following are not covered under the Equipment Protection Plan (DW), and you will remain liable for each:

- a) Your failure to return any item of Equipment for any reason (including without limitation, loss, theft, mysterious disappearance, shortage not disclosed on inventory, and destruction);
- b) Damage to any item of Equipment due to improper use, negligence, neglect caused by the Renter, his employees, or persons to whom the Equipment is entrusted (including failure to protect during periods of inclement weather);
- c) Damage to any item of Equipment due to operation of the Equipment in a manner inconsistent with the instructions provided by us and/or the OEM;
- d) Damage to any item of Equipment due to exceeding the rated capacity of such Equipment;
- e) Damage to tires, tubes, wheels, and tracks (whether or not part of the Equipment) however caused (including without limitation, heat, cold, weight, yaw, rough terrain, potholes or other road hazards, cuts, punctures and blowouts);
- f) Damage resulting from failure to properly clean or maintain the Equipment, including without limitation, failure to maintain proper pressure levels or proper levels of oil, fuel, lubricants, hydraulic fluid, brake fluid and/or coolant, or other normal services of Equipment (See section 5 of Rental Terms & Conditions);



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- g) Damage resulting from loading or unloading Equipment; and
- h) Damage arising from the use of the Equipment in a manner that violates the terms of this Contract, the Rental Contract, or applicable law.

Please indicate in the section below whether you wish to accept or decline the coverage. If you choose to decline, you must provide us with proof of insurance. If you choose to accept the coverage, Damage Waiver will be charged unless we are notified otherwise by fax or email. If you do not complete the section below you will be charged Damage Waiver automatically.

Please feel free to contact us if you have any questions or concerns.

James Morden
Owner, Rentshop Inc.
Email: jamesmorden@rentshopinc.com
Fax: 705-435-2302

EQUIPMENT PROTECTION PLAN

I have read and understand Rentshop's "Equipment Protection Plan" (DW) and acknowledge the automatic 10% charge on rentals for which the "Damage Waiver" is applicable and wish to:

Please initial one of the following options:

_____ DECLINE the DW option (Proof of Insurance attached)

_____ ACCEPT the DW option and will advise of any change in status

Company: _____ Signed: _____

Date: _____ Print: _____ Title: _____

If the Damage Waiver option is declined, the following information is required along with Proof of Insurance:

Insurance or Bonding Company: _____
Policy No.: _____ Expiry Date: _____
Agent's Name: _____ Phone: _____
Agent's Email: _____