

CREDIT APPLICATION AND AGREEMENT (CANADIAN)

New Applicant Account

Location #:

Sales Rep#:

Credit Update

Date:



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TO ENSURE PROMPT PROCESSING OF APPLICATION, PLEASE PRINT LEGIBLY OR TYPE

I. Applicant Information - Full Legal Name and Address of Business:

Business Name _____ DBA if Applicable _____ Contractor License # _____ Federal Tax ID # _____

Physical Address _____ City _____ Province _____ Postal Code _____

Billing Address (if different than above) _____ City _____ Province _____ Postal Code _____

We elect to "Go Green" by receiving invoices and statements via email

Business Phone _____ Ext _____ Fax _____ Cell Phone _____ E-mail Address for invoicing and statements _____

Date Business Started _____ Province Where Registered or Incorporated _____ Accts Payable Contact Person _____

II. Type of Business: (Please Check One)

Corporation Partnership Government
 Sole Proprietor LLC Other

III. Billing Information Preferred: See Page 2 for Tax and Insurance Requirements

Job Name and/or Number Purchase Order Do you Require Monthly Statement?
Yes No

IV. Applicant Information - Personal, Officer, Partner, Member, or Municipal Contact Information:

Name	Title	Phone	Name	Title	Phone
Address, City, Province, Postal Code	_____	_____	Address, City, Province, Postal Code	_____	_____

V. Credit Application and Agreement Terms and Conditions:

The applicant identified above ("Applicant") hereby enters into this Credit Application and Agreement ("Credit Agreement") with United Rentals of Canada, Inc. ("UR") in connection with the purchase and/or rental of equipment and/or ancillary services. Applicant consents to UR collecting, using and disclosing information (including credit histories and bank account information) for the purpose of determining creditworthiness and administering Applicant's account and credit, including disclosing to third parties (e.g. credit bureaus) any delinquencies or defaults with respect to UR's invoice(s) and balance(s) thereunder. If credit is extended, Applicant acknowledges that invoices are due and payable, and UR requires payment upon receipt of invoice. In the event of failure to pay any invoice when due, Applicant agrees to pay interest to UR on such delinquent invoice(s) and balance(s) thereunder until fully paid, payable by Applicant on UR's demand, at the lesser of 2% per month (24% per annum) or the highest rate permitted by laws of the jurisdiction of the originating UR location stated on such invoice(s) rendered to Applicant, calculated and payable monthly from the due date of such invoice(s), together with all collection costs, legal fees and court costs incurred by UR to enforce and collect payment of such invoice(s) and balance(s) thereunder. At the discretion of UR, if Applicant's account has a delinquent balance, Applicant may be placed on a cash basis at any time, and any equipment and supplies rented or sold to Applicant for which payment is delinquent (the "Equipment") may be picked up without notice to Applicant. Additionally, UR reserves the right to pursue remedies available to it under Applicant's contracts with UR at law and/or in equity. Applicant agrees to promptly pay UR all costs which UR may incur in the repossession and/or disposition of the Equipment including, but not limited to, UR's legal fees. By signing below, Applicant agrees to be bound by UR's Rental and Service Terms which are accessible at [https://www.unitedrentals.com/legal/rental-service-terms-CA-ENG], as amended from time to time (collectively the "Rental and Service Terms"), and which Rental and Service Terms are incorporated by reference in and form a part of this Credit Agreement. The Rental and Service Terms include, but are not limited to, provisions regarding (1) Applicant's obligation to indemnify UR for losses relating to Equipment rental or sale transactions; (2) UR's liabilities to Applicant and any other person being limited, and (3) UR making no warranties, express or implied, with respect to Equipment or the Equipment's merchantability, quality or fitness for a particular purpose; as well as other terms affecting Applicant's rights and liability. Applicant acknowledges that the Rental and Service Terms may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs. A copy of the Rental and Service Terms also is available upon request. This Credit Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

VI. Applicant Signature:

Authorized Signatory of Applicant

Date Signed

Printed Name of Applicant

Title of Authorized Signatory, if applicable

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VII. PERSONAL GUARANTY:

In consideration of the extension of credit to _____ ("Applicant"), the undersigned, jointly, severally and unconditionally guarantees and promises to pay all amounts now owing or which may hereafter become owing by Applicant to UR. It is understood and agreed that this is a continuing guaranty and UR shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waives demand and notice of default and agrees that any extension of time or other forbearance, which may be granted by UR shall not affect, diminish or alter UR's rights under this guaranty.

The undersigned further waives: (a) notice of acceptance of this guaranty; (b) any demand for payment under this guaranty; (c) the benefit of all exemptions and, if applicable, homestead laws;

(d) all set-offs and counterclaims; and (e) all other notices to which the undersigned might otherwise be entitled. The undersigned for themselves and on behalf of Applicant further agrees to pay interest to UR on all invoice(s) and balance(s) thereunder until fully paid at the lesser of 2% per month (24% per annum) or the highest rate permitted by laws of the jurisdiction of the originating UR location stated on such invoice(s) rendered to Applicant, calculated and payable monthly from the due date of such invoice(s), together with all collection costs, legal fees and court costs incurred by UR to enforce and collect payment of such invoice(s) and balance(s) thereunder. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against Applicant or any other person or to require that resort be had to any security. The undersigned's obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, bankruptcy, insolvency, winding-up, merger, amalgamation, arrangement or consolidation, transfer or sale of Applicant or any of its assets or any other change in the composition, nature, personnel or location of Applicant. This guaranty shall enure to the benefit of UR, its successors and assigns and shall bind the heirs, executors, personal or legal representatives, administrators and assignees of the undersigned. If any provision or part of this guaranty is in conflict with any applicable statute or rule of law, such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision.

The undersigned's obligations hereunder may be cancelled only by written cancellation notice delivered to UR by registered mail, with proof of delivery. Upon receipt by UR of such cancellation notice, the undersigned shall not be liable for any further extensions of credit to Applicant; however, the undersigned shall continue to be liable for all indebtedness of Applicant incurred prior to the date of UR's receipt of the cancellation notice, together with all pre- and post- cancellation interest, collection costs, legal fees and court costs incurred by UR to collect any indebtedness incurred by Applicant prior to the date of receipt of the cancellation notice. The undersigned agrees that any and all claims of the undersigned against Applicant shall be subordinate and subject in right of payment to the prior payment in full of all indebtedness owed to UR by Applicant.

In consideration of UR's extension of credit to Applicant, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this guaranty, to the extent allowed by applicable laws. The Credit Agreement and this guaranty shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts in the province of the originating UR location stated on the applicable invoice(s) rendered to Applicant shall have exclusive jurisdiction over all suits, actions, claims or other proceedings against UR arising out of or relating to the Credit Agreement and this guaranty and non-exclusive jurisdiction over all suits, actions, claims or other proceedings made by UR arising out of or relating to the Credit Agreement and this guaranty. The undersigned for themselves and on behalf of Applicant agrees that all payments received by Applicant for work performed by Applicant using any Equipment furnished by UR pursuant to the Credit Agreement shall be held in a separate trust account for the benefit of UR until all amounts due and payable by Applicant to UR have been paid in full. The undersigned agrees to act as a fiduciary for payment to UR in exchange for Applicant's ability to rent and/or purchase equipment and supplies from UR on credit. The undersigned agrees that any failure to hold payments in trust for UR shall create a debt or liability that is not released by order of discharge or compromise under applicable bankruptcy or insolvency law. The undersigned agrees to be bound, by UR's Rental and Service Terms which are accessible at [<https://www.unitedrentals.com/legal/rental-service-terms-CA-ENG>], as amended from time to time (collectively the "Rental and Service Terms"), and which Rental and Service Terms are incorporated by reference in and form a part of the Credit Agreement and this guaranty. The Rental and Service Terms include, but are not limited to, provisions regarding (1) Applicant's obligation to indemnify UR for losses relating to Equipment rental or sale transactions; (2) UR's liabilities to Applicant and any other person being limited, and (3) UR making no warranties, express or implied, with respect to Equipment or the Equipment's merchantability, quality or fitness for a particular purpose; as well as other terms affecting the Applicant's and the undersigned's rights and liability. The undersigned acknowledges that the Rental and Service Terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs. A copy of the Rental and Service Terms also is available upon request.

CONSENT TO OBTAIN PERSONAL CREDIT REPORT AND DISCLOSE CREDIT INFORMATION:

The undersigned acknowledges that his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant and the guaranty being provided, and hereby consents to and authorizes UR to obtain and use a personal credit report on the undersigned from time to time as may be needed in the credit evaluation and administration process and/or in connection with the extension or continuation of the credit by UR to Applicant. The undersigned hereby consent(s) to UR's obtaining and using a personal credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s) or proprietor(s) of Applicant and/or as grantor(s) of this guaranty in connection with the extension of business credit to Applicant by UR as contemplated by the Credit Agreement.

The undersigned hereby consents to the collection, use and disclosure of his or her personal information in order for UR to: determine his or her creditworthiness; to meet his or her requests for products and services; to administer accounts; and to comply with legal requirements. Without limiting the foregoing, the undersigned hereby consents to the disclosure of his or her personal information to third parties where required in order to obtain credit reports and credit references and to otherwise determine his or her creditworthiness. In addition, the undersigned hereby authorizes UR to disclose to third parties, including one or more credit reporting agencies, any delinquencies by Applicant and/or the undersigned in paying invoice(s) and balance(s) thereunder.

Individual Signature

Date Signed

Print Name of Individual

Date of Birth (for credit check)

Home Address

City

Province

Postal Code

Witness Signature

Date

Print Name of Witness

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any personal guarantor, ever been a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? Yes No

Has any of Applicant's owners, partners, officers, directors, or managing members ever been an owner, partner, officer, director, or managing member of any business enterprise which was a debtor in a voluntary or an involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of creditors? Yes No

VIII. Tax Requirements: (Tax Fees Will Be Charged If You Fail To Provide A Valid Certificate)

All purchases are "TAXABLE"

Tax Exempt: Yes No (If yes we need a valid Tax Exempt certificate)

IX. Insurance Options:

Property Insurance must be provided showing proof of coverage for rented or leased equipment with a limit equal to the full replacement value of all equipment rented from United Rentals at any point in time, in order to avoid being charged under United Rental's optional Rental Protection Plan (RPP) on each rental agreement.

X. Bonding Company (Attach Copy of Payment Bond):

Name

Address

City

Province

Phone

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XI. Additional Contact Information:

Project Manager

Cell Phone

Job Name