



Battlefield Equipment Rentals

880 South Service Road
Stoney Creek, ON L8E 5M7
905 643 9410 Tel
905 643 2661 Fax

Confidential Credit Application & Agreement

Please print or type.

PLEASE READ AND SIGN REVERSE >>>

Please fax back to:
905-643-2661

For prompt processing please ensure all information is completed, including the signature of a signing officer.

IF YOU'RE A LIMITED COMPANY, PARTNERSHIP OR SOLE PROPRIETORSHIP:

Legal Name: _____

Trade Name: Same as above, or _____

Address: _____

City: _____ Province: _____ Postal Code: _____

How Long in Business: _____ Associated Companies: _____

Website: _____ Email Address: _____

Telephone: () _____ Fax: () _____

Cell: () _____ Number of Employees _____

Contact Person Re: Accounts Payable Matters: _____

Tax Status: HST: _____ GST: _____ PST: _____
(Attach copy) (Attach copy, if applicable) (Attach copy, if applicable)

Do you issue a purchase order? Yes No Previous Cat Finance Customer: Yes No

IF YOU'RE A LIMITED COMPANY, LIST THE OFFICERS:

Principal's Name and Title	Home Address	Telephone
1) _____	_____	() _____
2) _____	_____	() _____
3) _____	_____	() _____

IF AN INDIVIDUAL, PARTNERSHIP OR SOLE PROPRIETORSHIP:

Full Name: _____ Date of Birth: _____

Social Insurance #: _____

REFERENCES:

Your Bank: _____ Account No.: _____ Contact: _____

Address: _____ Telephone: _____

MAJOR SUPPLIERS: Name	Telephone (including area code)	Fax (including area code)
1) _____	() _____	() _____
2) _____	() _____	() _____
3) _____	() _____	() _____

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CREDIT AMOUNT REQUESTED

\$ _____ (Monthly Purchases)

NOTE: IF CREDIT AMOUNT EXCEEDED - ADDITIONAL INFORMATION MAY BE REQUIRED

CREDIT AGREEMENT

PLEASE READ BEFORE SIGNING

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

- 1) I understand, and agree, that I must pay for all purchases charged to my Battlefield Equipment account as follows:
Equipment Purchases - Equipment purchase invoices are payable in accordance with the terms specified in the Sales contract.
Equipment Rentals - Equipment Rental invoices are payable **30 days following date of invoice**.
Parts and Service - Parts and service invoices are payable **30 days following date of invoice**.
- 2) I understand and agree that the Service Charge as set out on Battlefield Equipment invoices at a rate of 2% per month (24% per annum) will be applied to all past due purchases calculated from the invoice 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 Battlefield Equipment.
- 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 Battlefield Equipment 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 Toromont Industries Ltd. and, further, that the information may be used for the purpose of the advertising or the promotional activities of Toromont Industries Ltd. or its related or associated corporate entities.
- 6) 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.
- 7) I have read and understand Battlefield Equipment Rentals "LOSS DAMAGE WAIVER" (LDW) and acknowledge the automatic 14% charge on rentals for which the "LDW" is applicable.

NOTE: CREDIT APPLICATION MUST BE SIGNED

Applicant (please print): _____

Signature: _____

Title: _____

Date: _____

PERSONAL GUARANTEE (owner or co-owner)

I, _____ agree to be personally responsible for outstanding balances owing to Battlefield Equipment Rentals, whether or not the company I represent is a limited company. I further state that I have the signing authority to bind the company named above in this application.

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: _____ Signature: _____

Witness: _____ Social Insurance No.: _____

Driver's Licence: _____

I would like to receive monthly statements by: Fax Fax #: _____

Email Email Address: _____

I would like to receive invoices by: Email Email Address: _____



Battlefield Equipment Rentals

880 South Service Road
Stoney Creek, ON L8E 5M7
905 643 9410 Tel
905 643 2661 Fax

Jobsite Industrial Rental Services

4200 Morris Drive
Burlington, ON L7L 5L6
905 634 3030 Tel
905 634 5200 Fax

To: All Customers
Re: Loss Damage Waiver

As an additional service to our customers, Battlefield Equipment Rentals & Jobsite Industrial Rental Services offer an optional Loss Damage Waiver. This "Loss Damage Waiver" (LDW) will help reduce the cost to you for loss or damage to equipment while on rent under normal working conditions. The charge will be 14% of the rental price and will be automatically applied at the time of rental if you choose to accept the LDW.

WHAT IT COVERS

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

WHAT IT DOES NOT COVER

- Equipment that is used for a purpose for which it was not designed.
- Misuse, abuse, or intentional damage.
- Damage to tires.
- Normal wear and tear and maintenance.
- Mysterious disappearance.
- See items #12 and #13 of General Contract Conditions on reverse.

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, LDW will be charged unless we are notified otherwise by fax or email. If you do not complete the section below you will be charged LDW automatically.

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

Joe Gigante
Credit Manager
Battlefield Equipment Rentals & Jobsite Industrial Rental Services
A Division of Toromont Industries Ltd.

Email: Joe.Gigante@Toromont.com
Fax: (905) 643-2661

LOSS DAMAGE WAIVER

I have read and understand Battlefield Equipment Rentals "LOSS DAMAGE WAIVER" (LDW) and acknowledge the automatic 14% charge on rentals for which the "LDW" is applicable and wish to:

_____ DECLINE the LDW option (Proof of Insurance attached)

_____ ACCEPT the LDW option and will advise any change in status

Company Name: _____

Signed: _____

Date: _____

Print: _____

If Loss Damage Waiver option is declined, the following information is required:

Insurance or Bonding Company: _____

Policy No.: _____ Expiry Date: _____

Agent's Name: _____

Agent's Phone No.: _____

BATTLEFIELD EQUIPMENT RENTALS

GENERAL CONDITIONS

- 1. MASTER AGREEMENT:** The Lessee and Lessor acknowledge and agree that the terms and conditions contained in this agreement shall govern the rental of any and all equipment by the Lessee from the Lessor, and the term "Equipment" as used herein shall refer to all such equipment. Except as otherwise expressly agreed by the Lessor and Lessee in writing, in the event of a conflict between the terms and conditions contained in this agreement and any terms or conditions set out in any purchase order, acceptance or other document the Lessee and Lessor agree that the terms and conditions set out in this agreement shall govern.
- 2. THE RENTAL PERIOD:** The rental period with respect to each piece of Equipment shall commence on and include the day of actual delivery of the Equipment to the Lessee or the Lessee's agent, including any public carrier taking same for transit to the Lessee. The rental period shall end on and include the day of actual delivery of the Equipment to the Lessor, another Lessee of the Lessor or an agent of either, including any public carrier taking same for transit to the Lessor or such other Lessee. At the end of the rental period the Lessor shall provide and the Lessee shall obtain an Off Rent number. The Lessee is responsible for the Equipment until it has been returned to the Lessor's yard. Rental Rates are based on an 8 hour shift. Double shifts (16 hours) are charged at 1.5 times the standard Rental Rate. Triple shifts (24 hours) are charged at 2 times the standard Rental Rate.
- 3. PAYMENT:** The Rentals due under this Lease shall be paid monthly, weekly or daily (as the case may be) in advance to the office of the Lessor at the address designated on the reverse hereof. The rental for the rental period is payable before delivery of the Equipment to the Lessee or the latter's agent or carrier. Overdue rental payments shall bear interest at 2% per month calculated and compounded monthly for an effective annual interest rate of 27.8%.
- 4. INSPECTION:** Before the Equipment is delivered to the Lessee, the Lessee may require an inspection thereof by proper authorities, and if the Equipment is not in satisfactory condition, the cost of inspection shall be paid by the Lessor. If the Lessee does not inspect the Equipment before it is delivered, then the Lessee is conclusively deemed to have accepted that the Equipment is in good condition and running order, without broken or worn out parts, and in clean and unmarred condition.
- 5. MAINTENANCE, OPERATIONS AND REPAIRS:** The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon any Equipment, and shall ensure that no Equipment is subjected to careless or needlessly rough usage, and shall, at the Lessee's own expense, maintain and ultimately return to the Lessor the Equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and running order.
Without limiting the generality of the foregoing, the Lessee shall, at the Lessee'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 and proper operating condition in accordance with the operator's manual; and
 - (c) replacing broken or worn out parts.In addition, the maintenance of tires and tubes on all Equipment so equipped is the responsibility of the Lessee. Repairs to and or replacement of, tires and tubes will be charged to the Lessee, as will any service calls to the location of the Equipment if the Equipment is not brought into the Lessor's yard. No allowance will be made for any downtime or inconvenience caused to the Lessee by failure of any tires, tubes, wheels and/or associated Equipment.
- 6. DAMAGE TO EQUIPMENT:** The Lessee shall indemnify and hold harmless the Lessor against all loss and damage 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 without deduction for depreciation. The Lessee will provide the Lessor with a certificate of insurance covering the replacement cost of the Equipment without deduction for depreciation that shall be kept in effect from the time the Equipment is shipped by the Lessor until it is returned to the Lessor or delivered to another Lessee of the Lessor.
- 7. LIABILITY OF LESSEE:** The Lessee shall indemnify and hold harmless the Lessor against all loss, expenses, penalties, damages, condemnations and legal costs which the Lessor may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damages suffered by any person by reason of the Equipment or the operation, handling, transportation or use thereof by or while in the hands of the Lessee or the latter's employees, agents or carriers. The Lessee shall remain responsible for the Equipment until it has been returned to the Lessor. The Lessee shall maintain at the Lessee's own expense, public liability and all risk property insurance in adequate amounts to fully cover this indemnity. The Lessee hereby renounces all claims which he (it) may have against the Lessor 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.
- 8. TITLE:** Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect or conferring upon the Lessee any right or title whatsoever in or to the Equipment, other than that of lessee. The Lessee shall not incur or permit to exist any lien or other encumbrance on or with respect to the Equipment. The Lessee shall give the Lessor immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure.
- 9. TERMINATION OF LEASE:** Should the Lessee fail to make any payment for more than thirty (30) days after it becomes due, or become bankrupt, insolvent or have a receiver appointed, or fail to maintain and operate or to return the Equipment as provided in this Lease, or violate any other provision hereof the Lessor may terminate this lease, re-take possession of the Equipment without becoming liable for trespass, and recover all rentals due, full damages for any injury to and all expenses incurred in obtaining the return of the Equipment. Should the Lessor fail to ship the Equipment in good and running order, the Lessee may, upon giving the Lessor notice, terminate the lease and recover any amount paid by him (it) to the Lessor hereunder. All outstanding obligations shall survive termination of the lease.
- 10. SUBLETTING AND LOCATION:** None of the Equipment shall be sublet by the Lessee, nor shall he (it) assign or transfer any interest in this Lease without the previous written consent of the Lessor. The Equipment shall be used only at the location shown on the face of this Lease.
- 11. SUBROGATION:** In the event of any loss or damage to the Equipment, Lessor will have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and or its insurer(s) in the prosecution of those rights and will neither take or permit nor suffer any action to prejudice Lessor's rights with respect thereto.
- 12. LOSS DAMAGE WAIVER:** If the Lessee accepts the Loss Damage Waiver (Lessee is deemed to accept unless it declines where indicated on the front of this Agreement) and paying the additional fee specified thereon, the Lessor will waive its claim against the Lessee under paragraph 6 hereof for loss of or damage to the Equipment (except as set out in paragraph 13 below) for any amount in excess of the following:
 - A. For Theft: 10% of the retail purchase price of new Equipment.
 - B. For Damage: 10% of the cost of the repairs to the Equipment.
- 13. WAIVER EXCEPTIONS:** Notwithstanding the Lessee's acceptance of the Loss Damage Waiver, the Lessee will be liable for all resulting loss or damage to the Equipment and expense of the Lessor, to the extent it: (i) results from the gross negligence of the Lessee which includes, but is not limited to, the use or operation of the Equipment in a reckless or abusive manner, or intentional damage to the Equipment by the Lessee or by Lessee's permission, or (ii) occurs under any of the following circumstances:
 - A. Loss, damage or failure of tires and tubes under any circumstances.
 - B. All loss or damage associated with vandalism, malicious mischief, theft or conversion of the Equipment, not documented by Lessee's prompt filing with the applicable public authorities, (with an immediate written copy to the Lessor).
 - C. All loss or damage associated with Equipment being overloaded, operated above rated capacity, roll over or if operating instructions are not followed.
 - D. Use of the Equipment by unqualified operator. Lessee is to use properly trained operators.
 - E. Failure of the Lessee to perform necessary Equipment maintenance as outlined in paragraph 5.
 - F. Lessee's failure to properly secure the Equipment by, among other things, leaving keys readily available to any unauthorized operator or not reasonably restricting access to the Equipment.
- 14. WARRANTIES OR CONDITIONS:** Lessor makes no warranties or conditions, either express or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, its merchantability or fitness for a particular purpose, or that it is suited for the Lessee's intended use. The aggregate liability of Lessor hereunder, if any, shall be limited to the amount paid to it by Lessee under this Lease. This Lease represents the entire agreement between the parties with respect to the Equipment.
In no event shall Lessor be liable for special, consequential, punitive, incidental or indirect damages arising from any reason whatsoever, whether or not loss is based on contract, warranty, negligence, indemnity or otherwise.
The Lessee consents to the collection of personal information by Lessor and the use, retention, disclosure of such information by Lessor in accordance with the Lessor's Privacy Statement as posted at www.toromont.com.
- 15. PRODUCT LINK:** In the event this machine is equipped with Product Link data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar) and/or its dealers to better serve the customer and to improve upon Caterpillar products and services. The "telematics" information transmitted may include: machine serial number, machine location, and operational data, including, but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. The telematics information will be collected, used and disclosed as set out in Caterpillar Inc.'s applicable Privacy Statement, in place from time to time. The Customer consents to allow this data to be accessed and used as set out in Caterpillar's policy and agrees that the telematics data may be accessed by Caterpillar, its partners, affiliates, subsidiaries, dealers and agents, with a legitimate business reason to access it, as well as third parties who may process information on their behalf. Caterpillar may use telematics information in combination with personal information of a customer. The Customer further acknowledges and agrees that telematics information may be made available to subsequent owners of the equipment. Caterpillar will not sell or rent any personal information collected, nor disclose the same to subsequent owners without consent.