



**APPLICATION FOR CREDIT**  
*Confidential Credit Information*

Thank you for your interest in obtaining a credit account with High River Rentals Inc. (dba HRR Rentals). Please complete all portions of the application, as incomplete applications may result in processing delays or credit refusal. If you have a Company Credit Information Sheet, please attach it to your application.

**Any equipment rentals required prior to account being approved must be pre-paid. A deposit will be required which will be applied to future rental charges.**

**Prior to sending us your credit application, have you completed/included the following?**

- Fully completed application signed by an authorized signing officer
- Credit limit requested (accounts will be locked when limit is reached or account is overdue).
- Accounts Payable contact information
- Purchase Order requirements
- Authorized Users
- Current Trade References
- Certificate of Insurance evidencing the following:
  - Commercial General Liability insurance coverage with an occurrence limit not less than \$2,000,000 CDN.
  - Property insurance coverage for rented contractors equipment
  - And a deductible no greater than \$5,000.
  - High River Rentals Inc. named as additional insured with 30 days written notice of cancellation or material change.
  - Waiver of Subrogation clause in favor of High River Rentals Inc.
  - High River Rentals Inc. shown as first loss payee  
High River Rentals Inc.  
2015-10<sup>th</sup> Ave SE  
High River, AB T1V 2A6

- We will not provide a COI, but instead will pay the Damage Waiver on each rental

Do you wish to remit payment by EFT or Wire?

- YES We will send remittance information to your AP contact listed
- NO Please send all payments to our Head Office location  
High River Rentals Inc.  
2015-10<sup>th</sup> Ave SE  
High River, AB T1V 2A6

**Email completed applications to: [AR@HRRrentals.com](mailto:AR@HRRrentals.com)**

**Fax completed applications to: 403-603-6346**



APPLICATION FOR CREDIT
Confidential Credit Information

BUSINESS INFORMATION: Please complete all fields.

\*Customer Name (Individual or Company) \*(Doing Business As) Trade Name

\* Structure of Business (Ex. Proprietorship, LLP, Corporation Etc.) & Date Of Inception \* Credit Limit Requested

\* Full Mailing Address \* Physical Address (If Different Than Mail Address)

\* Main Phone Number \* Main Fax Number

\* Principals 1. Name Title Phone 2. Name Title Phone

\* Accounts Payable Contact Name Phone Fax Email

\* Does your firm require Purchase Order numbers for orders? YES / NO What format do you require?

Invoice/Statement Delivery: EMAIL: Fax:

AUTHORIZED USERS LIST:

Below, please list the authorized users of your account. HRR Rentals will endeavor to serve only the individuals listed as an authorized user. You must notify HRR Rentals as the list changes.

Table with 4 columns: Name, Title, Phone, Email. Multiple rows for listing authorized users.

BANKING INFORMATION:

Your bank account number is required for credit check.

\*Bank Name \*Bank Address \*Account #

\*Name of Account Manager \*Phone Number \*Fax # \*Email Address

CREDIT CARD INFORMATION:

Any equipment rentals required prior to account being approved must be pre-paid. A deposit will be required which will be applied to future rental charges. Please complete if you are requesting equipment rentals prior to your accounting being approved.

\*Credit Card Type (Visa or MasterCard) \*\*Expiry \*CVC# \*Name of Card Holder (Please Print)

\*Credit Card Number \*Signature of Card Holder

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## TRADE REFERENCES:

This cannot include "FUEL" or "FINANCE" companies and these must be firms that you currently have business accounts with.

*Name	*Address	*Phone	*Fax
*Name	*Address	*Phone	*Fax
*Name	*Address	*Phone	*Fax
*Name	*Address	*Phone	*Fax

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## TERMS AGREEMENT:

The undersigned ("Customer") in consideration of Lessor extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement below: (a) all purchases/rentals made by Customer from High River Rentals Inc. or any of its subsidiaries and affiliated entities ("Lessor") are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Lessor's rental contract, which terms and conditions are on the reverse side of each and every rental contract, and such terms and conditions are deemed incorporated into and made part of this Agreement and each and every rental of equipment and/or provision of labour furnished to Lessee, whether or not Lessee executes each such rental contract; and (d) any terms and conditions appearing in the Customer's acceptance, purchase order or acknowledgement of a rental contract that are inconsistent with or in addition to the terms and conditions for this Agreement (except as such additional terms are required by law) shall be void and of no effect (any use or reference to Customer's purchase order number in any rental contract is for Customer's convenience only). If a Purchase Order number is required, it is the responsibility of the Customer to supply this number before or at the time of purchase/rental.

In making this Agreement upon which Lessor will rely to extend commercial credit, I/We understand and agree to Lessor's terms of payment as follows: **DUE 30 DAYS FROM INVOICE DATE** on all accounts and interest of 2% per month (24% per annum) on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Lessor within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Lessor'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 credit is granted and collection thereof requires the assistance of lawyers, I/We agree that you reserve the right to bring legal action in whatever jurisdiction you deem necessary, whose laws, at the option of the Lessor, shall govern this Agreement. In the event Lessor finds it necessary to turn over my/our accounts to a collection agency or lawyer, I/We agree to pay all cost and expenses of collection, including but not limited to lawyer's fees expenses and GST.

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of the Customer; and (iii) a photo or facsimile copy of the 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 that may arise from this Agreement. **I/We authorize Lessor to make whatever credit inquires it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Lessor and/or their respective designees (and any assignee or potential assignee thereof), Customer 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.

**By signing this agreement, the Renter/Lessee agrees to provide their own insurance coverage relating to the renting or leasing of equipment from High River Rentals Inc., as per the following requirements:**

I/We agree to contact our insurance company and authorize the insurance company to issue insurance certificate(s) (a) showing primary, occurrence basis insurance coverage of (i) property insurance against loss by all risks to the equipment rented from Lessor, in an amount at least equal to the Manufacturers Suggested List Price; (ii) general liability coverage **of not less than \$2,000,000 per occurrence**, including but not limited to, coverage for Customer's contractual liabilities in the rental contract; and (iii) if the rental equipment is to be used on any roadway, automobile liability and physical damage insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), (b) naming Lessor as additional insured and loss payee during any and all rental periods; (c) Waiver of Subrogation clause in favor of High River Rentals Inc. and (d) provide for High River Rentals Inc. to receive at least 30 days prior written notice of any cancellation or material change in such insurance coverage.

**Physical Damage Coverage:** Renter/Lessee agrees to assume full responsibility for damage to, loss or destruction of the rented/leased equipment and to arrange for, at their own expense, insurance coverage to cover all and any equipment rented from the Lessor under an "ALL RISKS" insurance policy at an amount equal to the fair market value of such equipment. Such insurance shall be endorsed to the name of the Lessor as loss payee for any and all rented/leased equipment and to provide the Lessor with 30 days notice of cancellation or material change in the policy.

**Liability Insurance:** Renter/Lessee agrees to arrange for and to maintain, at their own expense, at all times during the rental period of equipment, a Comprehensive General Liability Insurance Policy covering Bodily Injury/Property Damage liability for a combined limit of not less than two million dollars (\$2,000,000). Such insurance coverage shall name the Lessor as an Additional Insured or contain an endorsement in the policy which will hold harmless the Lessor with respect to property damages caused or injuries and/or damages sustained by any person as a result of the care, custody, control, use and operation of the equipment rented from High River Rentals Inc.

**Notice of Damage, Loss, or Accident:** Renter/Lessee agrees to notify High River Rentals Inc. immediately of any accident, damage, or loss which may result in a claim with respect to the rented/leased equipment or with respect to Bodily Injury or Property Damage to a Third Party.

**I agree to these terms and that I have the authority to bind this agreement:**

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\*Printed Officer's Name

\*Printed Officer's Title

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\*Officer's Signature

\*Date



# RENTAL AGREEMENT TERMS AND CONDITIONS

**1. PHYSICAL CONDITION OF RENTAL EQUIPMENT -** You acknowledge that it is your responsibility to have any operational or damage concerns recorded on this agreement prior to taking delivery of the equipment. It is your responsibility to return the rented equipment to High River Rentals, Inc. (hereafter known as "HRR") in the same condition that you take delivery. Failure to notify HRR within ONE HOUR of taking delivery of the equipment implies that the equipment is in proper working order and the day's rental charges shall apply.

**2. TITLE -** You agree that HRR shall retain all rights to ownership and title to the equipment. You agree that no ownership or title of the equipment is transferred to you under this agreement.

**3. USE OF THE EQUIPMENT -** You agree that you are able to seek instructions for use from HRR as to the proper and safe manner of using the equipment or that you are already familiar with the proper and safe manner of using the equipment. You further agree that the equipment will only be used for the purpose that the equipment was manufactured and intended. Improper use of the equipment is strictly prohibited. You agree that it is your responsibility to read and understand all manuals, operating instructions and warnings as supplied with the equipment.

**4. RESPONSIBILITY FOR USE -** You are entirely responsible for the use of the rented equipment. You assume all risks inherent in the operation and use of the equipment and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold HRR harmless from, and you hereby release HRR from, and all claims and liability for damage to property or bodily injury (including death) resulting from the use, condition, operation, or possession of the equipment. In no event shall HRR be liable for any special, direct, indirect or consequential damages in connection with this agreement.

**5. RESPONSIBILITY FOR EQUIPMENT -** You are responsible for the equipment from the time it is rented by you until the time HRR accepts its return. Your responsibility includes, but is not limited to, ensuring that proper oil levels are maintained, and proper fuel or fuel/oil mix is used (if applicable). If the equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges to replace or repair the equipment including all labour costs. You will also be responsible for the full rental rate as set forth in this agreement until the equipment is repaired or replaced.

**6. LOADING AND UNLOADING OF EQUIPMENT -** In the event an HRR employee assists in loading or unloading equipment, you agree to assume the risk of, and hold HRR harmless from, any property damage or personal injuries in connection with the loading and/or unloading.

**7. EQUIPMENT FAILURE AND REPAIR -** You agree to immediately discontinue the use of the equipment should it at any time become unsafe or in a state of disrepair, and you agree to immediately notify HRR of the facts surrounding such occurrences. HRR may in its sole discretion make the equipment operable within a reasonable time or provide you with a similar piece of equipment (if available) or adjust the rental charges. This provision does not relieve you from the obligation imposed by other sections of this agreement. In all events, HRR shall not be responsible for any injury or damage, including consequential damage, resulting from the failure or defect of any rental equipment. You agree to not tamper with, avoid or remove any safety devices or guards.

**8. RETURN OF THE EQUIPMENT -** The equipment is rented to you subject to this agreement for rental charges and for the period printed on this agreement. If the equipment is rented to you on a "monthly" basis, a month is defined as being equal to twenty-eight (28) days. If you would like to extend the term of this rental beyond the time and date specified on this agreement, you must immediately notify HRR to extend this agreement. The equipment will be filled with fuel (gas, mixed fuel, diesel or propane) upon return and additional charges will be assessed (an inflated rate that includes additional service charges). Additional cleaning charges will be assessed if the equipment is not returned clean.

If this agreement has not been extended and you fail to return the equipment when due, or if you default in your obligations hereunder, HRR, to protect its ownership of the equipment and its interest under this agreement, may retake the equipment at any time. To do so, HRR or its representatives may enter your property (as prescribed by law) and you hereby waive any right of action against HRR, its representatives, employees, agents, officers and directors, for such entry and retaking.

Notwithstanding any retaking of the equipment by HRR, you shall be liable to HRR for amounts due and unpaid by you to HRR under this agreement including all costs and expenses incurred by HRR arising because of or in connection with the retaking of the equipment as provided for in this clause; and interest on the then outstanding amounts due and owing by you to HRR under this agreement at a rate of 2% per month (24% per annum). In addition, you acknowledge that the failure to return the equipment within the contracted time and the sale or concealment of the equipment is prohibited and that such action constitutes a crime. In this event, HRR, in addition to any action it may take, will notify the authorities and take other action, including the filing of criminal complaints, subjecting you to potential prosecution. You acknowledge that HRR is entitled to take these actions without recourse.

**9. EVENTS OF DEFAULT -** You acknowledge that you shall be deemed to be in default under this agreement if you breach any term or provision of this agreement; if you permit a judgement against you to remain unpaid for a period or ten (10) days after the date of judgment; or if any proceedings in bankruptcy, receivership or insolvency or for your reorganization or liquidation are commenced against you or your property.

**10. EFFECT OF DEFAULT -** You agree that if any of the above events of default occurs, all rent and other charges then and thereafter payable by you to HRR under this agreement shall immediately accelerate and become due and payable to HRR without notice or demand to you, you shall immediately and at your sole expense return the equipment to HRR as provided herein, and the equipment may be retaken by HRR as provided in Clause 8 of this agreement. You acknowledge that no waiver by or on behalf of HRR of any breach or default by you under this agreement shall be deemed a waiver of any future breach of default. No delay in exercising its rights shall constitute a waiver of any right or prejudice HRR's exercise of any remedies in respect of an existing or future default.

**11. COLLECTION COSTS -** You agree to pay attorney's fees, collection fees, court costs and any other expenses plus G.S.T. incurred in collection of any charges under this agreement, in retaking the equipment or otherwise enforcing the terms of this agreement.

**12. CHARGES ON CREDIT CARDS -** If you have paid the rental or any other amounts by way of credit card charge or if you have provided HRR with a credit card number or imprint upon entering into this agreement, you agree that HRR is authorized to add applicable rental charges and taxes, and HRR's charges and expenses of cleaning and fuelling the equipment, if any, and any other amounts which may be or become due under this agreement to the applicable credit card transaction record. You agree to the reservation of credit, by a credit card issuer, up to the amount of the estimated charges due under this agreement and authorize HRR to process a credit card voucher, if applicable, in your name for all charges due under this agreement.

**13. DEPOSITS -** You acknowledge that HRR may apply the amount of the deposits specified on the reverse side of this agreement to any amount owing to HRR. The deposit will be returned to you if you have satisfied all your obligations hereunder.

**14. MODIFICATION OF AGREEMENT -** This constitutes the entire agreement between you and HRR and you acknowledge that there are no collateral, oral or other agreements outstanding. None of HRR's rights may be changed and no extension of the term of this agreement may be made except in writing, signed by HRR, and made part of this agreement.

**15. ASSIGNMENT -** You acknowledge that HRR may assign its rights under this agreement and transfer its title in the equipment to any party without your prior written consent. You agree, however, not to sublet, loan or assign the equipment.

**16. WHO MAY OPERATE THE EQUIPMENT -** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees during such employee's regular employment or persons approved by HRR in writing. Customer and all Authorized Operators must be at least 18 years old to operate equipment; be properly qualified to operate the equipment; and have a valid operator's license with respect to the equipment where required by law.

**17. ENVIRONMENTAL CHARGE -** The environmental charge (if applicable) is a recovery by HRR of its expenses and costs for handling, managing, and/or disposing of waste materials associated with the rented equipment that contain hazardous substances, such as motor oil, grease, and/or hydraulic fluid, as well as related administrative costs. This is not a government-mandated charge.

**18. REQUIRED INSURANCE & DAMAGE WAIVER -** A minimum of \$2,000,000 General Liability insurance must be in place for every renter.

You are also responsible for providing a Certificate of Insurance listing HRR as Additional Insured and Loss Payable with respect to the rented equipment. Rented Equipment Coverage needs to be in an amount equal to or greater than the value of all rented equipment.

## Email certificates of insurance for Rented Equipment Coverage to [AR@HRRrentals.com](mailto:AR@HRRrentals.com).

A Loss Damage Waiver (also known as Equipment Protection Plan or "E.P.P.") is available and is mandatory if you do not have Rented Equipment Coverage. In the event you have not provided proof of coverage, HRR will automatically include a charge to cover the equipment for loss and/or damage, which is equal to 10% of the Rental Rate. The Loss Damage Waiver will provide coverage for loss or damage to the equipment subject to specific terms and conditions.

If the equipment is used in compliance with this agreement and the Customer is being charged the Damage Waiver, which IS NOT INSURANCE, then HRR agrees to waive Customer's responsibility to HRR under this agreement for the damage to the equipment. Should a loss occur, you are responsible for the deductible, which will be equal to 10% of the loss not to exceed \$500. If glass is broken, or a tire is damaged, the first \$50 of the repair is covered. Rental charges that continue while the equipment is being repaired or replaced are covered.

The Loss Damage Waiver does not cover cleaning charges for equipment requiring additional cleaning.

**Any incident resulting in a loss must be reported to HRR within 48 hours of the loss and must be accompanied by a police report in the case of theft or vandalism.**