

**COMPANY INFORMATION**

LEGAL NAME:	
ADDRESS:	
BILLING ADDRESS:	
TELEPHONE:	
EMAIL:	

**CONTACT INFORMATION**

ACCOUNTS PAYABLE CONTACT					EXTENSION	
PURCHASE ORDERS REQUIRED?	YES		NO		BUSINESS NUMBER/HST #	
JOB SITE NUMBERS REQUIRED?	YES		NO		INVOICE REQUIREMENTS?	
EMAIL DELIVERY / PICK UP SLIPS	YES		NO			
EMAIL ADDRESS						
INVOICES / STATEMENTS TO BE	MAILED OUT		EMAILED		EMAIL:	
YEARS IN BUSINESS						
BUSINESS DESCRIPTION						

**OWNERS, SIGNING OFFICERS, DIRECTORS, INVESTORS, INDIVIDUAL OWNER(S) INFORMATION**

NAME		TELEPHONE	
ADDRESS			
EMAIL			
NAME		TELEPHONE	
ADDRESS			
EMAIL			

**MAJOR TRADE REFERENCES**

COMPANY		TELEPHONE	
CONTACT			
COMPANY		TELEPHONE	
CONTACT			
COMPANY		TELEPHONE	
CONTACT			

**BANKING INFORMATION**

BANK		ACCOUNT #	
CONTACT		CONTACT #	
CREDIT AMOUNT REQUESTED	\$	TERMS	NET 30

FOR OFFICE USE ONLY	CREDIT LIMIT	DATE	MANAGER APPROVAL SIGNATURE

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## EQUIPMENT LEASE AGREEMENT – STANDARD TERMS AND CONDITIONS

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*PLEASE READ ALL INFORMATION BELOW, BEFORE SIGNING – MUST BE SIGNED FOR ACCOUNT PROCESSING*

In consideration for granting credit by WEST YORK RENTALS CORP (hereinafter referred to as “West York”) the Applicant for Credit (hereinafter referred to as “Applicant”) specified in this Confidential Credit Application and West York’s covenant, promise to agree as follows:

1. The Applicant agrees to be fully responsible and liable for all use made of the Applicant’s Account with West York and abide by the terms and conditions specified by West York’s Rental Contracts
2. In Consideration of West York accepting the application, the applicant understands and agrees that they must pay for all purchases charged to my account, including Equipment Purchases, purchases for Equipment may be paid in accordance to the terms specified in your sales contract. Equipment Rentals, all invoices are to be paid 30 days following the date of invoice. And all Parts and Services rendered, all invoices are to be paid 30 days following the date of invoice.
3. I understand and agree and discrepancies or claims against invoices must be made within 15 days of receiving the invoice in question.
4. I understand and agree that all past due invoices are subject to an overcharge at the rate of 24% per annum, calculated from the invoice date on which they become past due.
5. I understand and agree that any NSF cheques will be subject to an additional 25\$ charge.
6. I authorize West York Rentals to make whatever credit inquiries about us that it deems necessary in connection with this agreement.
7. The Lessor, in its own discretion, may report the Equipment as stolen when held beyond five (5) days from the contemplated termination of the Rental Period unless notified in writing by the Lessee that the Lessee wishes to extend the Rental Period to a specified date, which extension must be approved by the Lessor in its sole and absolute discretion. The Lessor, in its own discretion, may report the Equipment as stolen at any time prior to the expiry of the Rental Period if, in the Lessor’s sole and absolute discretion, there is indication that the Equipment has been subject to theft.
8. I understand and agree that failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice, including lowering credit limit given. In the event, West York may close the account fully or accelerate payment outstanding in any way seem fit.
9. In addition to the rental charges set, the Lessee, at its own expense during the rental period will be liable to pay the cost of:
  - a) All fuel and lubricants required to operate the Equipment
  - b) All repairs to be made to the Equipment in order to keep it in good repair and proper operating condition in accordance with the operator’s manual.
  - c) Repairs to and/or replacement of tires and tubes on the Equipment and,
  - d) Any and all taxes, assessments, and charges upon the Equipment during the Rental Period.

Any repairs necessary to fix any damage or otherwise to restore the Equipment to good operating condition, including any catch-up maintenance and cleaning will be made upon the return of the equipment to West York Rentals possession, will be at the Lessee’s expense. No allowance will be made for any downtime or inconvenience caused by the Lessee by failure of any tires, tubes, hoses. Wheels and or associated Equipment.

10. I understand and agree that as the Lessee, I am responsible for all losses and damages to the equipment during the rental period and for any such loss or damage shall be based on the replacement cost of the equipment with no deduction of depreciation.
11. It is agreed that the Equipment will only be used by the Lessee at the address designated in the Agreement for the duration of the Rental Period and solely for the intended purposes of which the Equipment has been manufactured for. In continuation the Lessee agrees that the Equipment will not be removed from the premises without the written consent of the Lessor and further agrees that the Equipment will be used solely by the employees of the Lessee who are properly trained and competent to operate the Equipment unless otherwise designated in this Agreement.
12. Without limiting the generality of the foregoing, the lessee specifically acknowledges it's responsibility to ensure the use of a full body safety harness on all aerial lift equipment as required by any operators manual and or government legislation
13. The lessee shall hold the lessor harmless for any liability whatsoever resulting from the use or operation of the Equipment howsoever caused, including third party liability claims. The Lessee is responsible for any loss or damage to the Equipment howsoever caused, including but not limited to, vandalism until such Rental period ends.
14. West York Rentals reserves the right to the following:
  - a) Enter upon the Premises and be given free access thereto and afforded all necessary facilities for the purpose of inspecting and viewing the Equipment; and
  - b) Remove the Equipment from the premises at any time and without liability when, in the Lessor's sole and absolute discretion, the equipment is in danger of any kind and because of any condition.
15. The Lessee is responsible to ensure, during the rental period that the equipment is within the parameters of use for which the Equipment was manufactured, and the Lessee's employees follow safe and operating procedures in accordance with any operator's manual provided by the Lessor with the Equipment and any and all applicable government laws and regulations. The Lessee is responsible to ensure that the user of the Equipment is in compliance with all applicable laws and in compliance with the conditions of coverage in applicable insurance policies and that it is not to be used in any manner which is illegal, or which renders it uninsurable or renders any insurance coverage void.
16. The Lessee is responsible for all regular routine maintenance including, but not limited to, oil changes, engine belt repair, wiper blade replacements and fire repairs.
17. The Lessee acknowledges its responsibility to:
  - a) ensure, where applicable, that safety belts are worn at all material times as required by the operator's manual of the Equipment;
  - b) ensure, on the daily basis, where applicable, that oil and other fluid levels of the Equipment are at acceptable levels;
  - c) ensure, where applicable, that all batteries are charged each and every night after operation of the Equipment throughout the duration of the Rental Period
18. In the event the Lessee, its employees, agents, representatives or sub-tradesmen, fails or neglects to comply with the requirements set out in the Agreement, which failure or neglect results in damage to the Equipment, the Lessor shall be entitled to recover full compensation, including loss of income, from the Lessee for any loss or damage which results there from.
19. The Lessor shall be held blameless for any personal injuries to the Lessee, the Lessee's employees, agents, and representatives and any other persons for the duration of the Rental Period, which result from the violation of any of the terms in this Agreement.
20. The Lessee will immediately discontinue the use of the Equipment should the Equipment at any time during the rental period become unsafe or in a state of disrepair and the Lessee will

immediately ensure either the safety or the repair of the Equipment or otherwise immediately notify the Lessor of the Lessee's intention not to ensure the safety of the Equipment or repair the Equipment at the Lessee's expense, after which the Lessor, in its sole discretion, may:

- a) Replace the Equipment with other Equipment
- b) Orally terminate the Agreement without any act being required and require the Lessee to return the Equipment as directed by the Lessor, or
- c) Enter on the Premises and repossess the Equipment and terminate this Agreement, without in any way whatsoever, being liable to any party for any damages which may result from such entry and/or repossession.

21. The Lessee further agrees that upon the termination of this Agreement, for any reason, the Lessee will immediately return or be held responsible for the return of the Equipment to the Lessor in the same condition that the Equipment was received by the Lessee. (Ordinary wear and depreciation is expected) and agrees to pay for any and all damage or repair resulting to the Equipment during the Rental Period. In the event that the Lessor must resort to litigation to be reimbursed for damage or repair caused to the Equipment, the Lessee agrees to pay all Legal Fees and disbursements on a full indemnity basis and other expenses which become necessary to compensate the Lessor for the repair or replacement of the Equipment.
22. Save and except for losses and damages arising out of any defect in the Equipment or any grossly negligent act or omission of the Lessor, the Lessee shall indemnify and hold the Lessor harmless against all loss and damage to the Equipment which occurs during the Rental Period as well as against all losses, expenses, penalties, damages, condemnations and legal costs which the Lessor may suffer or may be required to pay for personal injuries including death and all property damage suffered by any person by reason of the Equipment or the operation, handling, transportation or use of the Equipment by, or while being operated by the Lessee or the Lessee's Employees, agents, representatives, or carriers. It is specifically agreed that the Lessee shall remain responsible for the Equipment until it has been returned to the Lessor. In order to satisfy the foregoing indemnities and obligations of the Lessee, the Lessee shall maintain, at its own expense, public liability and all-risk property insurance with sufficient coverage to adequately cover the foregoing indemnities and obligations and the full replacement cost of the Equipment (without deduction for depreciation or otherwise). The Lessee hereby assigns to the Lessor all such policies of insurance and the proceeds there from. For the purposes of this Agreement, "full replacement cost" shall include disassembly, replacement, inspection, loss of income and all other associated, incidental and related costs.
23. The Lessee agrees to pay, in advance, all rental charges as provided for in this Agreement, which amounts shall be subject to adjustments payable on completion of the Rental Period, and further agrees that all collections fees, including legal fees and disbursements on a full indemnity basis involved in the collection of outstanding rental charges as incurred by the Lessor, will be borne by the Lessee.
24. In the event of damage, loss or theft, of or to the Equipment, the Lessee shall continue to be responsible for rental charges until the earlier of (i) the time the Equipment is returned to the Lessor in the condition it was in when the Lessee originally obtained possession of the Equipment from the Lessor; and (ii) the time the Lessor receives the full replacement cost of the Equipment as provided for in paragraph 19 of this Agreement.
25. **LOSS DAMAGE WAIVER.** A Loss Damage Waiver shall be presented to the Lessee on the occasion of the Lessee entering into an Equipment Rental Agreement with the Lessor for the first time, which Loss Damage Waiver must either be accepted or declined by the Lessee. Once the Lessee accepts or declines the Loss Damage Waiver upon the first instance of entering into an Equipment Rental Agreement with the Lessor, the option selected by the Lessee shall apply to all subsequent occasions of the Lessee entering into an Equipment

Rental Agreement with the Lessor unless the Lessee notifies the Lessor in writing to the contrary. If the Lessee fails to actively accept or decline coverage of the Loss Damage Waiver by indicating its preference in writing, the Lessee shall be deemed to accept the Loss Damage Waiver. The cost to the Lessee of accepting the Loss Damage Waiver is set out therein. If the Lessee accepts the Loss Damage Waiver form (or otherwise as provided by the Lessor), the Lessor will waive its entitlement to claim against the Lessee of this Agreement for loss of or damage to the Equipment, however, the Lessee shall remain liable for all resulting loss or damage to the Equipment and all expenses of the Lessor pertaining thereto as a result of:

- a) The Equipment being used for a purpose for which is was not designed;
  - b) Loss, damage or failure of any tires and tubes under any circumstances.
  - c) Normal wear and tear and maintenance.
  - d) Mysterious disappearance or damage which is deemed to occur as a result of theft, vandalism, mischief, conversion or any other malicious act;
  - e) Breach of this Agreement.
  - f) Overloading, exceeding weight capacities, misuse, abuse, negligent operation, damage resulting from striking objects (overhead or otherwise), or from improper transport, or any intentional damage, whether by the Lessee, anyone with the Lessee's permission or anyone for whom the Lessee is responsible in law including without limitation its employees, representatives and agents.
  - g) Lack of lubrication or other normal servicing of the Equipment as specified on the Equipment's "daily check label".
  - h) The use or operation of the Equipment in violation of any law, rule, legislation, statute, regulation, code or any other legal authority.
  - i) Damage to motors, other electrical appliances or devices resulting from artificial currents.
  - j) Failure to follow any instruction or operator's manual and/or training provided to the Lessee by the Lessor with respect to the Equipment.
  - k) Costs incurred by the Lessor associated with any cleaning time of the Equipment exceeding two (2) hours.
  - l) Any propane tank loss or damage.
  - m) Use of the Equipment by an unqualified operator. The Lessee specifically acknowledges that it shall only allow properly trained operators to always use the Equipment.
  - n) The Lessee's failure to properly secure the Equipment by making access to the Equipment readily available to any unauthorized operator or otherwise not reasonably restricting access to the Equipment.
26. I understand and agree that the rental period designated as "month" shall mean a period of Twenty-Eight (28) consecutive days. The rental period designated as "week" shall mean a period of Three (3) consecutive days. The rental period designated as "daily" shall mean a period of Eight (8) consecutive hours.
27. 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 to title whatsoever in or to the Equipment, other than that of lessee. 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.
28. The Equipment shall not be sublet by the Lessee, nor shall the Lessee assign or transfer any interest in this Agreement without the previous written consent of the Lessor.
29. This Agreement together with the Loss Damage Waiver, if executed, constitutes the entire Agreement between the Lessor and the Lessee and shall not be amended or altered except by a written Agreement signed by all parties hereto.

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30. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as they apply.

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**ACCEPTANCE: BY SIGNING BELOW, I, AS AN AUTHORIZED SIGNING OFFICER, AGREE TO THE TERMS AND CONDITIONS AS SET FORTH BE THE AGREEMENT.**

<b>APPLICANT</b>		<b>DATE</b>	
<b>TITLE</b>			
<b>SIGNATURE</b>			

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**PERSONAL GURANTEE (OWNER OR CO-OWNER)**

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*PLEASE READ ALL INFORMATION BELOW, BEFORE SIGNING - MUST BE SIGNED FOR ACCOUNT PROCESSING*

I, \_\_\_\_\_ agree to be personally responsible for outstanding balances owing to West York 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 name above in this application. I give consent that personal credit information may be disclosed at any time and that a 2% (up to 24% annum) finance overdue charge on past due invoices may be applicable.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LOSS DAMAGE WAIVER**

*PLEASE READ ALL INFORMATION BELOW, BEFORE SIGNING – MUST BE SIGNED FOR ACCOUNT PROCESSING*

Loss Damage Waiver is presented to you on entering into an Equipment Lease Agreement with West York Rentals for the first time you must either accept or decline. At which time, this Loss Damage Waiver forms a part of the Equipment Lease between your company and West York Rentals. Failure on the Lessee’s part to accept or decline coverage of the Loss Damage Waiver, as indicated in writing, will result in the Lessee having to accept and pay the Loss Damage Waiver.

IF the Lessee accepts the Loss Damage Waiver, all equipment loss or damage during the rental period, which is used under normal working conditions, by a qualified and certified operator shall be covered other than loss or damage resulting from negligence. Where a charge of **14%** of the total rental charge under the Equipment Lease Agreement will apply.

Once the loss damage waiver is accepted or declined on this form, the selected preference will be applied to all subsequent rentals by the lesser from West York Rentals unless the lessee and West York Rentals specifically agree in writing to the contrary upon entering each subsequent equipment lease agreement.

I, \_\_\_\_\_ have read and understand the above terms and conditions of West York Rentals Loss Damage Waiver and further understand the requirements for insurance coverage and agree as follows (choose the desired preference)

<input type="checkbox"/>	ACCEPTS – the 14% Loss Damage Waiver charge on all Equipment Lease Agreements
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<input type="checkbox"/>	DECLINES – the 14% Loss Damage Waiver and hereby agrees to provide a Certificate of Insurance evidencing appropriate Equipment Coverage. I.e. Rented, Leased, or Borrowed Equipment, Contractors Rental Floater or Blanket Leased Equipment. In addition, the Lessee agrees to identify West York Rentals Corp. as an additional loss payee.
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