



Orleans
Kanata
Findlay Creek

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RRA SALES REPRESENTATIVE:

CONFIDENTIAL CREDIT APPLICATION (THE "AGREEMENT")

Please print. For prompt processing, please ensure all fields below are filled out.

COMPANY INFORMATION

COMPANY NAME:	
OWNER / CO-OWNER:	
ACCOUNTS PAYABLE CONTACT (NAME/EMAIL/PHONE):	
EMAIL ADDRESS FOR YOUR INVOICES TO BE SENT TO:	
COMPANY ADDRESS:	
CITY:	POSTAL CODE:
COMPANY PRIMARY PHONE #:	ADDITIONAL PHONE #:
FAX #:	TYPE OF BUSINESS:
COMPANY WEBSITE ADDRESS:	DATE OF INCEPTION:
COMPANY EMAIL ADDRESS:	
H.S.T. NUMBER:	
DO YOU REQUIRE A PURCHASE ORDER?	☐ YES ☐ NO
DO YOU REQUIRE RPP/DAMAGE WAIVER?	☐ YES ☐ NO

If Lessee (i.e. Company) elects not to purchase the applicable Waiver, Lessee must provide a certificate of insurance or endorsement to their insurance policy confirming the following:

- (a) **Insured:** The name of the insured (which must include Lessee), policy number, and date of expiry. For avoidance of doubt, the applicable insurance policy must have an expiry date no sooner than 30 days after the scheduled termination of the rental from Lessor of the Equipment.
- (b) **General Liability:** Minimum acceptable coverage of C\$1,000,000 per occurrence, inclusive of bodily injury and property damage.
- (c) **Contractors Equipment All-Risk Physical Damage:** Coverage to the full replacement value of the rented equipment.
- (d) **Automobile Liability (applicable to licensed vehicles only):** Minimum acceptable coverage of C\$1,000,000 per occurrence, inclusive of bodily injury and property damage.
- (e) **Additional Named Insured and Loss Payee:** Only with respect to the equipment supplied by Lessor, arising out of Lessee's operations, Lessor must be added to the insurance policy as an Additional Named Insured and/or Loss Payee, as applicable.
- (f) **Notification:** Lessor must be notified a minimum of 30 days prior to the cancellation, non-renewal, or material alteration of any of the above coverages.

Refer to pages 3 & 4 for complete details on the Damage Waiver / Rental Protection Plan (this language is also included in the Rental Agreement).

NAME CHECKLIST (these are the people you authorize to use your account)

NAME	PHONE #	EMAIL	JOB TITLE

TYPE OF BUSINESS

☐ Homebuilder	☐ HVAC	☐ Property Maintenance	☐ Commercial Builder	☐ Distribution
☐ Plumbing	☐ Manufacturing	☐ General Contractor	☐ Mechanical	☐ Demolition
☐ Renovator	☐ Electrical	☐ Landscaping	☐ Developer	☐ Other:

BANKING INFORMATION

BANK:		
LOCATION / ADDRESS:		
PHONE #:	TRANSIT #	ACCOUNT #
☐ Bill this credit card after every rental	☐ Bill this credit card on a monthly basis	☐ Do not bill credit card
CREDIT CARD #:		
EXPIRY DATE:	CVC CODE:	
CREDIT CARD LIMIT:	NAME ON CARD:	

CREDIT REFERENCE #1 [MUST LIST THREE REFERENCES YOU HAVE ESTABLISHED CREDIT WITH]

NAME: _____
ADDRESS: _____
PHONE #: _____ FAX # OR EMAIL: _____

CREDIT REFERENCE #2

NAME: _____
ADDRESS: _____
PHONE #: _____ FAX # OR EMAIL: _____

CREDIT REFERENCE #3

NAME: _____
ADDRESS: _____
PHONE #: _____ FAX # OR EMAIL: _____

CREDIT AMOUNT REQUESTED: _____ **PAYMENT TERMS:** _____

PERSONAL GUARANTEE

I _____ hereby agree to be personally responsible for any outstanding balances owing to Robertson Rent-All Inc. whether or not the company I represent is a limited company. I further state that I have the authority to bind the company listed above in this application. I also understand that there will be a 2% (24% per annum) finance service charge on all past due invoices. In the event of default, and if this account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all reasonable attorney fees and/or costs of collection whether or not a suit is filed.

DATE: _____ SIGNATURE: _____

PLEASE EMAIL COMPLETED FORM TO **AR@ROBERTSONRENTALL.COM**

Damage Waiver / Rental Protection Plan

Capitalized terms not defined herein have meaning in the Rental Agreement.

1. DAMAGE WAIVER AND RENTAL PROTECTION PLAN

Overview. Lessee (as denoted by customer signature) shall either (a) carry minimum insurance in accordance with section 14 or (b) sign and adhere to, as applicable: (i) the Damage Waiver set out in section 2 (the "Damage Waiver"), for any piece of Equipment with an original equipment cost ("OEC") of less than C\$10,000, or (ii) or the Rental Protection Plan set out in section 3 (the "RPP") for any piece of Equipment with an OEC of C\$10,000 or greater (the Damage Waiver and the RPP each a "Waiver"). A Waiver is not insurance; it is a contractual waiver of a portion of Lessee's liability to Lessor. If Lessee pays for the applicable Waiver, then Lessor will waive part of Lessee's liability to Lessor in the event of loss, theft, or destruction of, or damage to, Equipment, all as described in, and subject to the terms, conditions, limitations, and exclusions of the applicable Waiver. For clarity, this Agreement may require that Lessee purchase (A) the RPP in respect of some of the Equipment, (B) the Damage Waiver in respect of some of the Equipment, or (C) both, in each case according to the OEC of each piece of equipment that the Equipment comprises. A Waiver does not protect Lessee from liability to Lessor or others arising out of the possession, control, or use of Equipment, including injury or damage to persons or property. Before purchasing the applicable Waiver, Lessee may wish to determine whether their own insurance coverage provides protection for damage to or loss, destruction, or theft of Equipment, and the amount of any applicable deductible. A Waiver is not insurance and does not waive or limit in any way (among other things) Lessee's liability for property damage, personal injury, or loss of time for use of the Equipment. The RPP is only, and only purports to be, a limited waiver of a portion of Lessee's liability to Lessor.

Terms and Conditions Applying to Both Damage Waiver and RPP

A. Scope of Waiver. If Lessee accepts the applicable Waiver and pays the associated fee set out in either section 2 or section 3, as applicable, and provided all conditions set forth in this section 1 are satisfied and no exclusion set forth in this section 1 applies, Lessor will waive part of the amount it is entitled to collect from Lessee for loss, theft, destruction of, or damage to, Equipment, in the following circumstances:

1. **Accidental Damage.** Damage that does not arise from intentional abuse, misuse, or negligent use of Equipment. "Accidental" includes random, unplanned, incidental, and unintentional damage that occurs during normal and responsible use of Equipment.
2. **Cosmetic Damage.** Minor scratches, scrapes, and non-structural damages that occur during normal and proper use of Equipment.
3. **Theft.** Limited to (a) theft of Equipment from a locked and secured premises, provided that a police report is filed within 24 hours of Lessee's knowledge of the theft, and a copy of the police report is supplied to Lessor within two business days of its being filed, and (b) theft of Equipment that cannot be stored in a locked and secured premises, provided that all of the following conditions are met: (i) reasonable security precautions have been taken to secure the Equipment, including securing Equipment to something permanent with a heavy-duty chain and a heavy-duty padlock, (ii) Equipment is located at the job site specified overleaf, and (iii) a police report is filed within 24 hours of Lessee's knowledge of the theft, and a copy of the police report is supplied to Lessor within two business days of its being filed.

B. Conditions. All of the following must be satisfied for a Waiver to apply: 1. Lessee accepts the Waiver in advance of the rental; 2. Lessee pays the fee applicable to the Waiver, plus applicable taxes; 3. Lessee complies fully with all terms of this Agreement; 4. Lessee's account is current and in good standing at the time of the loss, theft, damage, or destruction of Equipment; 5. Lessee utilizes Equipment in the manner it is designed for and maintains Equipment as noted by the manufacturer's recommendations; 6. None of the Exclusions apply.

C. Exclusions. A Waiver does not waive or otherwise reduce any Lessee liability to Lessor resulting from loss, theft, destruction, or damage arising from or relating to the following (each an "Exclusion"):

1. **Negligence and Misuse.** Loss or damage caused by or resulting from or relating to acts or omissions that are negligent, including the failure to take reasonable precautions to protect Equipment; intentional abuse or misuse of Equipment; damage caused by improper operation or servicing of Equipment, including but not limited to: overloading; exceeding rated capacities; improper use; negligent operation; damage caused by lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic, or air pressure levels; low voltage; artificial current; insufficient or incorrect power supply; damage to motors, compressors, or refrigeration systems caused by any of the foregoing; or the use of inappropriate extension cords (either too long or too light); damage to engines, hydraulic systems, and electrical systems where Lessee has not properly maintained Equipment in accordance with the manufacturer's recommendations; or damage caused by use or operation of Equipment in violation of Rental Agreement, applicable construction safety rules, building codes, or any applicable laws or regulations.
2. **Theft – Failure to Meet Requirements.** Equipment that has disappeared under suspicious or mysterious circumstances; theft of Equipment where a police report has not been filed within 24 hours of Lessee's knowledge of the theft or in the event a police report was filed but a copy was not supplied to Lessor within two business days of it being filed; theft of Equipment where reasonable security precautions were not taken, including but not limited to: Equipment left unsupervised or unsecured overnight, Equipment left in a parked motor vehicle (whether operative or being used for storage), or Equipment not located at the job site specified on Rental Agreement; loss or damage caused by or due to employee, sub-trade, or agent infidelity; or Equipment being used at a location other than the job site specified on Rental Agreement, or Equipment in the custody of Lessee's employees or agents for personal use.
3. **Environmental Damage.** Loss, damage, or destruction due to floods, water level changes, wind, storms, earthquakes, or Acts of God.
4. **Wear Items, Tires, and Components.** Damage to tires or tubes; or damage to expected wear items, including but not limited to: carbide and diamond drills; carbide and diamond blades; carbide bits or cutters; hammers; or breaker tools.
5. **Transit.** Damage to Equipment while in transit, including but not limited to damage caused by overturning, or collisions with bridges or overpasses; or damage to Equipment caused by operators of other moving vehicles or other equipment.
6. **Other Exclusions.** Cleaning charges; accessories or Equipment for which Lessee has not paid the RPP fee; or the portion of loss or damage exceeding C\$100,000 (for Lessees on Account) or C\$50,000 (for Lessees not on Account) less the applicable loss fee.

If any Exclusion applies, the Waiver does not waive or otherwise reduce the liability of Lessee to Lessor, and Lessee remains fully responsible for the loss, theft, damage, or destruction of Equipment. The Exclusions remain the liability of Lessee and are not modified by the applicable Waiver. Lessee assumes all Exclusion risks.

D. Subrogation and Recovery. Lessor shall be subrogated to Lessee's rights to recover against any person or entity relating to any loss, theft, or destruction of, or damage to, the Equipment. Lessee shall cooperate with Lessor, assign to Lessor all claims and proceeds arising from such loss, theft, damage, or destruction, execute and deliver to Lessor whatever documents Lessor requests, and take all other necessary steps to secure such rights, at Lessee's expense. If lost Equipment is later recovered, Lessor retains ownership of the Equipment regardless of any payments made by Lessee or Lessee's insurance company with respect to such Equipment. Payments made in respect of lost Equipment represent compensation for the risk of permanent loss and administrative costs and do not constitute a purchase of the Equipment, and all such payments are non-refundable. Lessee agrees to promptly return to Lessor any Equipment that is recovered.

E. Determination of Loss or Damage. In the event that a waiver application by Customer who has opted for a Waiver is deemed by Lessor to be subject to an Exclusion, Lessor will notify Lessee within two business days of Lessor determining that the Exclusion applies. Lessor will use good faith in assessing Lessee's applications for a Waiver. All questions of fact relating to the cause of the loss or damage will be determined by Lessor in Lessor's sole discretion.

2. DAMAGE WAIVER

Unless previously rejected by a separate written agreement, Lessee agrees to pay the additional charge specified on the reverse of this Agreement in regard to the Damage Waiver, which is equivalent to 14% of the rental rate in respect of all Equipment subject to the Damage Waiver as per section 1, plus applicable taxes. Under the Damage Waiver, Lessor will cover the first C\$500 of repair or replacement costs per applicable piece of Equipment for loss or damage referred to in paragraph 11.A that is not subject to an Exclusion, and Lessee will be responsible for all remaining repair and/or replacement costs. Lessee is responsible for continued rental charges up to and including the date the Equipment is returned to Lessor's property or, in the case of Equipment that is not returned to Lessor due to loss, the date on which Lessee pays to Lessor all of the replacement costs for which Lessee is responsible under the Damage Waiver.

By signing this Agreement, Lessee acknowledges that Lessee has read and understand Lessor's Damage Waiver and acknowledges that there is a 14% charge for this protection on all rental contracts for all Equipment for which the Damage Waiver is applicable.

3. RENTAL PROTECTION PLAN (RPP)

Unless previously rejected by a separate written agreement, Lessee agrees to pay the additional charge specified on the reverse of this Agreement in regard to the RPP, which is equivalent to 14% of the rental charges in respect of all Equipment subject to the RPP as per section 1, plus applicable taxes. In the event of loss or damage referred to in paragraph 11.A that is not subject to an Exclusion, Lessee will be responsible for a fee (the "RPP Loss Fee") equal to 15% of the retail price of the Equipment, for each piece of Equipment in respect of which Lessor has waived liability in accordance with the RPP. In addition to the RPP Loss Fee, Lessee is responsible for continued rental charges up to and including the date the Equipment is returned to Lessor's property. The RPP is available for a maximum waiver of C\$100,000 of liability by Lessor per piece of Equipment where Lessee has an account with Lessor, and C\$50,000 where Lessee does not have an account with Lessor, less the RPP Loss Fee, in each case per unrelated occurrence. Any financial loss exceeding this maximum amount remains the sole responsibility of Lessee and is explicitly not waived by Lessor.

By signing this Agreement, Lessee acknowledges that Lessee has read and understand Lessor's RPP and acknowledges that there is a 14% charge for this protection on all rental contracts for all Equipment for which the RPP is applicable.