

**Harrigan Rentals & Equipment Ltd.**

1212 Austin Avenue, Coquitlam BC V3K 3P5  
Phone 604-931-0883 Fax: 604-931-0822

**APPLICATION FOR CREDIT**

(Please return e-mail - AR@harriganrentals.com)

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

Legal Name of Company / Applicant: \_\_\_\_\_

DBA: \_\_\_\_\_

Street \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ Fax \_\_\_\_\_

Province, Postal Code \_\_\_\_\_ Cellular \_\_\_\_\_

**CONTACTS**

Buyer Names \_\_\_\_\_ Ph/Cell # \_\_\_\_\_

\_\_\_\_\_ Ph/Cell # \_\_\_\_\_

\_\_\_\_\_ Ph/Cell # \_\_\_\_\_

A/P Person \_\_\_\_\_ Ph/Cell # \_\_\_\_\_

A/P--E-Mail Add.: \_\_\_\_\_

**APPLICANT INFORMATION**

Type of Business \_\_\_\_\_

Organization type: Corporation  Partnership  Propriet

Principal Name #1 \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Ph # \_\_\_\_\_

Principal Name #2 \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Ph# \_\_\_\_\_

Principal Name #3 \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Ph # \_\_\_\_\_

Incorporation date: \_\_\_\_\_ Years in Business \_\_\_\_\_

Business License # \_\_\_\_\_ Annual Sales \_\_\_\_\_

G S T # \_\_\_\_\_ No of employees \_\_\_\_\_

P S T # \_\_\_\_\_

Do you own your building? \_\_\_\_\_ Landlords Name \_\_\_\_\_

Rent \_\_\_\_\_ Lease \_\_\_\_\_ Telephone # \_\_\_\_\_

Address \_\_\_\_\_ Fax #: \_\_\_\_\_

email's address: \_\_\_\_\_

**BANK**

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_ Telephone # \_\_\_\_\_

Name On Bank Account \_\_\_\_\_

Account #: \_\_\_\_\_ Fax # \_\_\_\_\_

Amount of credit requested: \$ \_\_\_\_\_

(If more than one site, please list sites, addresses, telephone and fax numbers on separate sheet)

Site address: \_\_\_\_\_  
\_\_\_\_\_ Tel# \_\_\_\_\_ Fax# \_\_\_\_\_

	YES	NO
DO YOU REQUIRE MONTHLY STATEMENTS?	<input type="checkbox"/>	<input type="checkbox"/>
DO YOU REQUIRE P.O.'S ON INVOICES?	<input type="checkbox"/>	<input type="checkbox"/>
DO YOU ACCEPT INVOICES & STATEMENTS E-MAILED	<input type="checkbox"/>	<input type="checkbox"/>

**SUPPLIER REFERENCES (3)**

SUPPLIER NAME _____	TEL# _____	Fax# _____
SUPPLIER NAME _____	TEL# _____	FAX# _____
SUPPLIER NAME _____	TEL# _____	FAX# _____

**Credit Policy:**

I/We the undersigned agree to pay this account within the terms stipulated on the attached rental agreement.  
 I/We the undersigned hereby authorize Harrigan Rentals & Equipment Ltd. Or it's agents to obtain such credit reports or other information as may be deemed necessary in connection with the establishment and maintenance of an account or for any other direct business reason. If any account becomes in arrears and collection process becomes necessary, all amounts owing on the account become due in full and terms no longer apply. Any amounts over 30 days outstanding shall be subject to interest charges of 2% per month (26.82% per annum). Harrigan Rentals & Equipment Ltd. reserves the right to revoke credit privileges and close an existing account without notice. Amounts becoming in arrears and / or requiring third party collection processes invalidate any prior terms and / or agreements and all amounts owing become immediately due for payment in full.  
 I / We the undersigned have read and understand your terms of credit as indicated above and agree to abide by them. I / We the undersigned also understand, acknowledge and confirm that  
 I / We are PERSONALLY RESPONSIBLE and PERSONALLY LIABLE, jointly and severally for payment of all goods and services supplied by or on behalf of Harrigan Rentals & Equipment Ltd.

**BUSINESS NAME:** \_\_\_\_\_

1. Principal's Name ( Please Print ) _____	Signature: _____
Title: _____	Date: _____

2. Principal's Name ( Please Print ) _____	Signature: _____
Title: _____	Date: _____

<b>OFFICE USE ONLY</b>		
ACCT # _____	BRANCH _____	SALES REP. _____
APPROVED _____	DATE _____	

**Harrigan Rentals & Equipment Ltd.****RENTAL AGREEMENT**

1212 Austin Avenue Coquitlam BC V3K 3P5. PH: 604-931-0883 Fax:604-931-0822

**HARRIGAN RENTALS & EQUIPMENT LTD.** hereafter referred to as the "Company" hereby rents to the person or persons referred to on the credit application hereof, hereafter referred to as the "Customer" certain equipment, and the Customer agrees to pay as rental, therefore the sum stated on the invoice provided. The said property is rented on the following terms and conditions agreed to by the parties.

**PERIOD OF RENTAL:** is shown on the face of the invoice. Period is based on days out not days used.

**RATE OF RENTAL:** is shown on invoice hereof as published in Company's current rental list.

**SHIFT DEFINITION:** 8 hours= 1 day; 40 hours= 1 week; Monthly rate =28 days; maximum= 160 hours.

**SINGLE SHIFT:** It is agreed that the said property is rented for a single shift of only 8 hours per day. If used for more than one shift per day, the Customer agrees to pay one and a half of the regular rate for each additional 8 hour shift during the day.

**VALUE OF EQUIPMENT:** It is agreed that the value of said equipment is the new replacement value.

**LOCATION OF USE:** It is agreed that the said equipment shall be kept and maintained during the term of this agreement at location indicated on the invoice hereof and the Customer agrees not to move from the location without the written consent of the Company.

**COMPLIANCE WITH BY-LAWS:** Customer agrees to comply with all By-laws, statutes and regulations in any way relating to the said equipment or its use and to indemnify the Company from any loss, costs, charges, damages and expenses arising from the breach of non-compliance with any such by-laws, statutes or regulations.

**TRANSPORTATION:** The rental price is F.O.B. the Company's warehouse and the Customer agrees to pay all transportation or cartage charges from and return to Company's warehouse.

**CARE:** Customer agrees to protect all equipment from weather by suitable housing, to provide competent operators and return the equipment in as good condition as received, normal wear and tear excepted. The Company shall have access to said equipment at all times for inspection.

The Customer shall immediately report malfunction or failure of equipment, if and when it occurs to the Company. The Customer shall provide for the equipment, at his expense, fuel, lubricants and filters, in accordance with recognized good machinery maintenance procedures.

**INSURANCE:** Customer agrees to provide necessary insurance coverage on equipment rented from the Company. The risk and liability for any injury or damage to said equipment from any source or cause whatsoever until the equipment is returned to the Company, shall be borne by the Customer and the amount of damages shall be paid to the Company by the Customer upon demand. Should the equipment be destroyed or cease to exist for any cause whatsoever during the term of this agreement, the Customer hereby agrees to pay the aforementioned valuation price to the Company on demand.

**INDEMNITY:** Customer agrees to indemnify the Company from all loss, costs charges, damages and expenses suffered by the Company in respect of any injury (including death) to any person (including the Customer) or damage to any property (including property of the Customer) arising out of the use of the said equipment by the Customer or by any person or corporation during the term of this agreement.

**REPAIRS:** If the equipment becomes damaged during the term of this agreement, and repairs are necessary, the Customer hereby authorizes the Company to make such repairs and agrees to pay the Company the bill for such repairs at the price prevailing for the work required. In case of damage so serious that it would not be practical to repair the equipment, the Customer agrees to pay the valuation price hereinabove set, to the Company on demand. If the Company shall elect, any money paid by the Customer to the Company may be applied first on any handling charges or repair charges or any other charges, accruing under the terms of this contract, which the Company may have been obliged to advance or make, prior to applying such payments upon the amounts due for rents. Rubber tire wear or damages in excess of normal wear and tear, is chargeable to the Customer.

**COMPANY'S REPRESENTATION:** The equipment covered by this agreement is represented to be in good running order but it is expressly understood that the Company is in no way responsible for the engineering in connection with its use or the results accomplished by the equipment or accidents resulting from its use, and the Company does not represent to the Customer that such equipment is suitable or will be suitable for any use or type of work.

**CANCELLATION:** If the Customer fails to make payment of any installment of rent, as aforesaid for a period of ten (10) days, or becomes bankrupt or violates any provision of this agreement, or if the said equipment is levied upon or becomes liable to seizure, the Company may, at its option terminate this agreement without notice to the Customer and may take possession of the said equipment without becoming liable for the trespass and may recover all rental due hereunder and full damages for any injury to the said equipment and all expense incurred in retaking possession of the said equipment. In the event that the Company terminates this agreement pursuant to this clause, all rights of the Customer hereunder shall become null and void. In the event the Company takes any legal steps to enforce the terms of this contract, the Customer agrees to pay, in addition to the costs and disbursements provided by statute, all reasonable legal fees necessitated by such action.

IT IS AGREED TIME IN THE PERFORMANCE OF EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT IS THE ESSENCE HEREOF.

**VALIDITY:** It is agreed that if any terms or condition of this agreement is held to be invalid or unenforceable the validity or enforceability of the remaining terms and conditions shall not be affected thereby and the agreement shall be construed as if the offending term or condition had not formed a part thereof.

IT IS AGREED nothing contained in the Agreement shall be construed as an agreement of purchase.

The Customer acknowledges that this contract constitutes the whole agreement between the parties and no representations or warranties have been made except as herein contained. No employee of the Company is authorized to alter the terms of this agreement in any way.

**EQUIPMENT:** The equipment referred to in; this agreement consists of that recorded on the invoice presented.

The Company reserves the right to refuse acceptance of equipment returned in dirty or damaged condition and to continue rental charges until returned in an acceptable state, and or levy charges for reconditioning equipment improperly maintained by the Customer.

**INSUFFICIENT FUNDS:** The Customer agrees to pay a \$ 35.00 fee for any payments returned for insufficient funds.

**EMAIL INVOICES:** These rental conditions are understood via implication to accompany each electronic (e-invoice) invoice.

**ACCIDENTAL DAMAGE WAIVER:** If the Company offers and the Customer pays for the Accidental damage Waiver, then subject to the following exceptions, the Company waives its right to require the Customer to be responsible for damages to the equipment unless the damage exceeds 10% of the replacement cost value of the equipment or \$1,000. (Optional \$2500 limit) resulting from losses to the company arising out of direct physical damage to the equipment, plus applicable taxes. The Accidental Damage Waiver does not apply to, and the Company does not waive any rights or remedies whatsoever against the Customer or otherwise for, loss of or damage to:

- a) The Equipment resulting from upset, overturn or overhead damage (for any reason whatsoever) from use of the Equipment other than in accordance with the provisions of this Rental Contract, or from improper fuel, hydraulic fluid, coolant or pressure levels, improper cleaning, lubrication or servicing or other improper maintenance of the Equipment;
- b) Motors, generators, drills or other electrical devices resulting from portable electric current ( unless the source of the electric current is a generator supplied by the Company);
- c) Hydraulic cylinder, tires and tubes (for any reason whatsoever);
- d) Accessories (Including without limitation air hoses, electric cords, blades, welding cables, liquid fuel tanks, harnesses and lanyards) for any reasons whatsoever, including without limitation theft, ; or
- e) The Equipment resulting from loss or theft.

The Customer acknowledges that the Accidental Damage Waiver is not insurance.

To opt out of the Accidental Damage Waiver initial box

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

Customers --- Signing Officer Signature: \_\_\_\_\_