



**Bercon Rentals Inc.**  
 420 Grays Road, Hamilton, ON L8E 4H6  
 Tel: 905.560.5500 Fax: 905.560.5502  
 Email: [ar@berconrentals.ca](mailto:ar@berconrentals.ca) Web Site:  
[www.berconrentals.com](http://www.berconrentals.com)

## Confidential Credit Application

The Credit Application must be fully completed, signed and returned before your credit request can be considered.

In the event the Credit Application is accepted, the Credit Application and all enclosed documentation hereto, shall govern all sales to you of Bercon Rentals Inc. (hereinafter, referred to as "Bercon") products/services. Sales representatives or agents of Bercon are not authorized to amend or change the terms of sale or other terms and conditions contained herein, including any schedules, appendices or exhibits.

Legal Name: \_\_\_\_\_

Trade Name: Same as above, or \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Accounts Payable Contact/Email: \_\_\_\_\_ Are purchase orders required?  Yes  No

Business Number (HST/GST) \_\_\_\_\_

Type of Ownership:  Individual (Sole Proprietorship)  Partnership  Corporation

### IF CORPORATION, LIST THE OFFICERS:

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

### IF INDIVIDUAL, PARTNERSHIP OR SOLE PROPRIETORSHIP:

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Insurance #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Have any of the owners/partners now or in the past seven (7) years been bankrupt or had bankruptcy proceedings instituted as against them? \_\_\_\_\_

Is there any litigation against the business as at this date? If yes, please describe. \_\_\_\_\_

### CREDIT INFORMATION:

Bank: \_\_\_\_\_ Transit & Account No.: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

### MAJOR TRADE REFERENCES: Name:

Name:	Telephone:	Fax:
1) _____	( ) _____	( ) _____
2) _____	( ) _____	( ) _____
3) _____	( ) _____	( ) _____

### CREDIT AMOUNT REQUESTED

\$ \_\_\_\_\_ (Monthly Purchases)

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

## GENERAL TERMS AND CONDITIONS

### PLEASE READ BEFORE SIGNING

The following terms and conditions will apply with respect to the undersigned obtaining merchandise and/or services from Bercon.

In consideration of Bercon accepting this application, and providing merchandise or services to the undersigned, the undersigned acknowledges and agrees to such terms and conditions with Bercon.

1. All purchases charged to the undersigned's Bercon account will be payable 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**.  
Agents or representatives of Bercon are not authorized to change or adjust credit terms without written authorization of a Bercon credit manager.
2. All claims against invoices must be made within 30 days after date of invoice, otherwise the undersigned will be deemed to have accepted the invoiced amount.
3. Any and all overdue amounts shall bear interest at the rate set out on Bercon's invoice, which is a rate of 2.0% per month (24.0% per annum) as of the date hereof, with such interest amount being calculated from the due date until the invoiced amount is paid in full, without prejudice to any other rights and recourses of Bercon. The undersigned understands, and agrees, that the interest rate may be revised by Bercon, from time to time, without notice.
4. For each cheque payment that cannot be honored or processed because of non-sufficient funds, the undersigned will be charged a penalty of \$25.00, in each and every instance, without prejudice to any other rights and recourses of Bercon.
5. The undersigned shall be responsible for all of Bercon's costs incurred in collecting any unpaid amounts including, but not limited to, collection fees, legal fees and court costs.
6. Any equipment rentals by the undersigned will also be subject to the Equipment Rental Terms and Conditions ("**Rental T&C**"), which the undersigned shall be bound by.
7. Bercon will remain at all times the sole owner of all equipment rented and the equipment cannot be assigned, sublet or otherwise alienated.
8. Any misrepresentation in the credit application, or failure to comply with these terms and conditions, or the Rental T&C, may result in cancellation of credit privileges without notice. In the event of any default, Bercon may (a) close the account; (b) accelerate payment of the full balance; (c) engage in such remedies available under the Rental T&C, should the undersigned be renting equipment; and/or (d) engage in such other remedies and recourses available to Bercon.
9. Upon determination that the undersigned's creditworthiness has changed adversely or does not satisfy current credit standards or that the undersigned made a misrepresentation on the credit application, Bercon may unilaterally close or lower the credit limit of the account.
10. The undersigned confirms that the information contained herein is correct and authorizes and consents to the receipt and exchange of any credit information by Bercon, including the exchange of credit information concerning the undersigned with any credit reporting agency or any person or corporation with whom the undersigned has or proposes to have financial relations.
11. The credit application, these terms and conditions, the personal guarantee, the Rental T&C and all other documents related hereto (collectively, the "**Documents**") shall be governed by and construed in accordance with the laws of the Province of Ontario (other than Ontario principles of conflicts of law) and the laws of Canada applicable in the Province of Ontario. All disputes arising out of or in connection with or in relation to the foregoing Documents shall be submitted to the jurisdiction of the courts of the province of Ontario which shall have exclusive jurisdiction over any such dispute. Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

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

Applicant: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



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PERSONAL GUARANTEE (owner or co-owner)

In consideration of the fact that Bercon Rentals Inc. ("Bercon") will provide certain merchandise and/or services to [insert business name] (the "Customer") from time to time, upon certain terms and conditions, the undersigned and each of them, if more than one, jointly and severally guarantee the payment of all amounts which are currently due or may become due, by the Customer to Bercon.

In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.

This guarantee is absolute, unconditional and shall constitute a continuing guarantee. This guarantee shall cover all amounts owed or that may be owed by the Customer to Bercon.

The Guarantor hereby authorizes Bercon to obtain and exchange the Guarantor's personal information in order to establish or check the Guarantor's financial situation, which for greater certainty includes conducting a credit check. Moreover, the Guarantor agrees to pay interest at the rate established by Bercon on all overdue amounts.

If the Customer fails to pay any sum due by it to Bercon, within the applicable time period, Bercon may treat all of the outstanding amounts as due and payable (the "Guaranteed Liabilities") and may forthwith collect from the Guarantor the total amount of the same. The Guarantor will pay Bercon the total amount of the Guaranteed Liabilities forthwith after Bercon demands the same from the Guarantor, by sending such demand by way of email or mail, as per the information specified below. Bercon will not have to try to collect the Guaranteed Liabilities or exhaust its recourse against the Customer or anyone else before it can require payment under this Guarantee from the Guarantor. A written statement from Bercon at any time will be conclusive evidence against the Guarantor of the sum remaining unpaid to Bercon by the Customer at such time.

The Guarantor understands the Guaranteed Liabilities and potential liabilities including for rental equipment.

This personal guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario (other than Ontario principles of conflicts of law) and the laws of Canada applicable in the Province of Ontario. All disputes arising out of or in connection with or in relation to this guarantee shall be submitted to the jurisdiction of the courts of the Province of Ontario which shall have exclusive jurisdiction over any such dispute. Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

This guarantee shall not be discharged or affected by the death of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon Bercon, its successors and assigns, and the Guarantor, and the Guarantor's heirs, executors, administrators, successors and assigns.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_
Witness: \_\_\_\_\_ Social Insurance #: \_\_\_\_\_
Driver's License: \_\_\_\_\_
Email Address: \_\_\_\_\_
Address: \_\_\_\_\_

Send Invoices by: [ ] Email to \_\_\_\_\_ [ ] Fax to \_\_\_\_\_ [ ] Mail
Send Monthly Statements by: [ ] Email to \_\_\_\_\_ [ ] Fax to \_\_\_\_\_ [ ] Mail