



STORE LOCATION: _____

KRF1050E-c

CREDIT APPLICATION

See Annex "1" attached, forming integral part of this Credit Application

LEGAL COMPANY NAME: _____ DATE: _____
 OPERATING NAME: _____
 STREET ADDRESS: _____ PHONE NO.: _____
 CITY, PROVINCE, POSTAL CODE: _____ FAX NO.: _____
 TYPE OF BUSINESS: SOLE PROPRIETOR PARTNERSHIP CORPORATION SUBSIDIARY OF: _____
 G.S.T. #: _____ P.S.T. #: _____ YEARS IN BUSINESS: _____

PRINCIPALS

	Title	Full Name	Date of Birth (DD/MM/YY)	Res. Phone No.
1/	_____	_____	_____	_____
2/	_____	_____	_____	_____
3/	_____	_____	_____	_____

TRADE REFERENCES: (PLEASE SUPPLY MINIMUM OF THREE REFERENCES)

NAME: _____	TELEPHONE NO.: _____
CITY: _____	FAX NO.: _____
NAME: _____	TELEPHONE NO.: _____
CITY: _____	FAX NO.: _____
NAME: _____	TELEPHONE NO.: _____
CITY: _____	FAX NO.: _____
BANK NAME: _____	BRANCH: _____
BANK BRANCH MANAGER: _____	TELEPHONE NO.: _____
ACCOUNT NO: _____	NO. YRS AT BANK: _____
AMOUNT OF CREDIT REQUIRED: _____	

INSURANCE Do you carry insurance on rented equipment? YES NO SMS Rents may request a Certificate of Insurance prior to rental.

TERMS AND CONDITIONS

- TERMS ARE UPON RECEIPT OF INVOICE. INTEREST WILL BE CHARGED AT A RATE OF 2% PER MONTH OR 24% PER ANNUM ON PAST DUE ACCOUNTS.
- ACCOUNTS WITH NSF OR RETURNED CHEQUES WILL BE SUBJECT TO A \$25.00 SERVICE CHARGE.
- APPLICANT AGREES TO BEAR ALL COSTS INCURRED IN COLLECTING ANY UNPAID AMOUNTS, INCLUDING BUT NOT LIMITED TO COLLECTION AGENCIES, LEGAL FEES AND COURT COSTS.
- IT IS THE APPLICANT'S RESPONSIBILITY TO COVER ALL COSTS OF EQUIPMENT DAMAGED DUE TO ACCIDENT, THEFT, NEGLIGENCE OR VANDALISM.
- APPLICANT IS RESPONSIBLE FOR ALL OVERTIME HOURS INCURRED IN USE OF EQUIPMENT IN EXCESS OF THE MAXIMUM HOURLY ALLOWANCE AS STIPULATED IN THE RENTAL CONTRACT, UNLESS PRIOR WRITTEN CONSENT IS PROVIDED BY OUR RENTALS DEPARTMENT.
- THE UNDERSIGNED CONFIRMS HAVING READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OUTLINED IN THE RENTAL CONTRACT.

I (WE) CONSENT TO ANY OF THE REFERENCES ABOVE, AS WELL AS ANY OTHER SOURCE OF INFORMATION ABOUT CREDIT WORTHINESS. I (WE) ALSO CONSENT TO DISCLOSING SUCH INFORMATION TO SMS RENTS D/O SMS CONSTRUCTION AND MINING SYSTEMS INC. AND FURTHER CONSENT TO INFORMATION CONCERNING THIS ACCOUNT BEING GIVEN TO CREDIT REPORTING AGENCIES OR OTHER CREDITORS. I (WE) ACKNOWLEDGE AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET OUT IN THIS APPLICATION FOR CREDIT AND HAVE THE AUTHORITY TO BIND THE CORPORATION.

SIGNATURE _____

TITLE OR POSITION WITH THE FIRM _____

DATE _____	ACCT # _____	CREDIT APPROVED _____	OFFICE USE ONLY REPRESENTATIVE _____	APPROVED BY _____
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SMS Rents
 A Division of SMS Construction and Mining Systems Inc.
 5985 McLaughlin Rd, 2nd Floor
 Mississauga, Ontario L5R 1B8

Credit Department
 Phone: 905-283-2780 Ext. 261
 Fax: 905-625-6538



EQUIPMENT PROTECTION PLAN

This is not insurance.

SMS Rents requires that all customers carry comprehensive insurance coverage in the case of loss or damage to rented equipment. As an additional service SMS Rents offers an optional Equipment Protection Plan (EPP) to help reduce the cost to the customer for loss or damage to equipment while on rent during normal working conditions. A surcharge of fourteen percent (14%) of the rental charge will be automatically applied to the rental contract at the time of rental of the equipment should the customer choose to accept the EPP.

What Does The EPP Cover?

By accepting the EPP and paying the associated fee, you will be exonerated from payment (subject to a fee as outlined below) for losses, such as theft, loss due to fire and other damages to the equipment on rent while used under normal working conditions. If you accept the EPP, SMS Rents will waive its right to payment for loss or damage to the rented equipment for any amount in excess of the following:

- (A) For theft: Ten percent (10%) of the retail purchase price of replacement equipment.
The lessee will be required to provide SMS Rents with a police report within 48 hours of the occurrence.
- (B) For damage: Ten percent (10%) of the cost of repairs to the damaged equipment.

What Does THE EPP Not Cover?

As per the rental contract, if the customer is deemed to not have used the equipment reasonably and adequately under normal working conditions they will not be covered by the EPP. Such as in the following cases:

- i. The loads and stresses subjected to the equipment have surpassed the capacity rating of the equipment, including without limiting, the tilting of the equipment due to an uneven spread of the load.
- ii. Tires are punctured or damaged, wheels, cables, or hydraulic hoses are damaged.
- iii. The equipment is left unattended, whether outside or sheltered, without supervision, unlocked and accessible to all.
- iv. Damages caused by lack of oils, lubricants, inappropriate fuel grades, cold weather and the use of the equipment without the required accessories such as filters, etc...
- v. When the equipment is transported and is not properly secured to avoid its fall or displacement.
- vi. Taking possession of the equipment without authorization, abusive usage intentionally or unintentionally, and all losses or damages due to the negligence of the lessee.

Please indicate in the section below whether you wish to accept or decline coverage under the EPP. Should you choose to decline the EPP you must provide SMS Rents with proof of insurance. Should you choose to accept the EPP, EPP fees will be applied unless you otherwise notify SMS Rents in writing by fax or email. If you do not complete and return the section below, EPP fees of fourteen percent (14%) will be applied automatically to your rental contracts until you otherwise notify SMS Rents.

If you have any questions or concerns please feel free to contact us at any time.

I have read and understand the SMS Rents Equipment Protection Plan (EPP) and acknowledge the fourteen percent (14%) surcharge on rentals for which the EPP is applicable and wish to:

DECLINE the EPP (proof of insurance attached)

ACCEPT the EPP and will advise SMS Rents of any change in status

Company

Signed

Address

Print Name

City/Prov/Postal Code

Date



ANNEX "1"
CONSENT CLAUSE

(Forms part of the Credit Application dated _____ / _____ / _____)

(In the event the Credit Application is intended to establish an account for a non-incorporated entity or an individual, or when the account of an incorporated entity is guaranteed by a non-incorporated entity or an individual.)

I hereby acknowledge and agree to the following:

1. The personal information that I have provided on this application is complete and accurate and forms part of an application for account with SMS Rents ("SMS Rents"), a division of SMS Construction and Miming Systems Inc.
2. SMS Rents will collect my personal information only for the following identified purposes:
 - (a) from me for the purpose of establishing my account, collecting on my account, providing product support and responding to product complaints or claims;
 - (b) from me, credit bureaus, other credit granters, my spouse, my employer(s) and through the relevant SMS Rents equipment rental store(s), for the purposes of (i) making decision on my application for credit; (ii) entering into a personal guarantee where SMS Rents has determined is required and (iii) determining whether to enter into a sales contract or lease with me on the equipment that I have chosen and administering that contract;
 - (c) from me, after the removal of my personal identifiers, for the purpose of determining future marketing and product support strategies; and
 - (d) for such other purposes for which I may provide my consent from time to time or as otherwise required or permitted by law.
3. SMS Rents may disclose my personal information only to:
 - (a) credit bureaus and other credit granters as required for the purposes of allowing SMS Rents to make a decision on my application for account;
 - (b) third party service providers with whom SMS Rents has an agreement, which includes appropriate privacy standards, for the purpose of facilitating my application for account;
 - (c) financial institutions in connection with the securitization of parts and service, from time to time and where required, in accordance with the agreement between SMS Rents and the financial institution;
 - (d) the manufacturer, after the removal of my identifiers, for the purpose of creating market analyses and determining future marketing and product support strategies;
 - (e) authorized SMS Rents equipment rental store(s) for the purpose of (i) informing me about SMS Rents' decision with respect to my credit application to finance or lease SMS Rents equipment; (ii) determining whether to enter into a sales or lease agreement with me on the equipment I have chosen; and (iii) ensuring that I comply with the requirements of the financing agreement(s); and
 - (f) for such other purposes and to such other persons for which I may provide my consent from time to time or as otherwise required or permitted by law.

Name of applicant: _____

Signature: _____

Name of Guarantor: _____

Signature: _____