

#3, 285130 Wrangler Way SE  
Calgary, AB T1X 0K3



Phone: 403-476-1380  
Fax: 403-236-8902

### CREDIT APPLICATION FOR A BUSINESS ACCOUNT

#### BUSINESS INFORMATION

Company Legal Name:			
Phone:	Fax:	E-mail:	
Registered Company Address:			
City:	Prov:	Postal Code:	
Date business commenced:			
Sole Proprietorship _____	Partnership _____	Corporation _____	Other:
Primary Business Address (if different):			
City:	Prov:	Postal Code:	
Accounts Payable Name:	Phone:	Email:	

#### TRADE AND BANKING REFERENCES

<b>Company Name:</b>			
Address:			
City:	Prov:	Postal Code:	
Phone:	Fax:	E-mail:	
<b>Company Name:</b>			
Address:			
City:	Prov:	Postal Code:	
Phone:	Fax:	E-mail:	
<b>Company Name:</b>			
Address:			
City:	Prov:	Postal Code:	
Phone:	Fax:	E-mail:	
<b>Bank Name:</b>			
Bank address:		Phone:	
City:	Prov:	Postal Code:	
<b>Type of Account</b>	<b>Account Number</b>		
Savings			
Chequing			
Other			

#### AGREEMENT

The signature of the above named applicant (the "Applicant"), authorized officer or the agent of the Applicant hereunder signifies acceptance of the terms of credit, as attached in the Standard Terms and Conditions. All accounts are due when rendered. All invoices are to be paid 30 days from the date of such invoice. Overdue accounts will be placed on hold until such account is made current and assessed an interest rate of 2% monthly and 24% annually. Claims arising from invoices must be made within seven business days.

#### DISCLAIMER

The Applicant hereby authorizes Ignite Rental Solutions Ltd. or any of its affiliates, in connection with extending credit to or collecting a debt from the Applicant, to obtain from a consumer reporting agency an information report about the Applicant and to give information about the Applicant to or receive such information from any credit reporting agency, any financial institution, or any reference the Applicant has provided to Ignite Rental Solutions Ltd. (including the business/trade references listed above), and the Applicant represents that it has obtained any necessary consents to provide to Ignite Rental Solutions Ltd., and for Ignite Rental Solutions Ltd.'s subsequent use of, any personal information about individuals that is included in this Credit Application or is otherwise provided by the Applicant to Ignite Rental Solutions Ltd. in connection with this Credit Application.

#### INSURANCE

Please forward the attached form to your broker in order to provide evidence of insurance coverage in force.

X_____ Title: Date:	X_____ Title: Date:
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**CERTIFICATE OF INSURANCE**

Dear Applicant:

Please have your insurance broker complete the following and return to our office as evidence of insurance coverage in force. Note: *equipment will not be shipped until proof of insurance is received.*

Customer Name:

Customer Address:

Business Phone:

Fax:

1. Liability Insurance

Insurance Company:

Policy Number:

Expiry Date:

Limits:

2. Property Insurance

It is the responsibility of the Applicant to provide insurance on any and all rented equipment for full replacement cost, as per the Rental Agreement. Coverage must be on the All Risk basis with a Replacement Cost Endorsement. Loss Payable to Ignite Rental Solutions Ltd.

Insurance Company:

Policy Number:

Expiry Date:

Limits:

The policies must contain a clause providing Ignite Rental Solutions Ltd. with 30 days' notice in the event of policy cancellation or material coverage.

Authorized Insurance Company Representative (Signature):

Endorsement Stamp:

Print Name:

Phone:

Date:

STANDARD TERMS AND CONDITIONS OF EQUIPMENT RENTAL AGREEMENT

Terms used but not defined herein shall have the meaning ascribed to them on the face page hereof. In consideration of the parties agreeing to rent the Equipment and parts as set forth above, the parties agree as follows:

1. **Nature of this Agreement.** This document is an offer by IGNITE to rent the Equipment to the Customer, subject to the terms and conditions set forth herein. This document is not an acceptance of any offer made by the Customer, and IGNITE hereby objects to any additional or different terms which may be contained in any of the Customer's rental order, acknowledgment or other forms, or in any other communication heretofore received from the Customer. This offer expires 10 days from its date, unless extended by IGNITE. The Customer shall not, without the prior written consent of IGNITE, assign, transfer, part with possession or control, pledge or in any way encumber the Equipment or any part thereof or permit the use thereof by any other person other than as set forth herein. Provided and it is expressly agreed, that the granting or withholding of such consent (and any other consent contemplated by this Agreement) shall be in the sole discretion of IGNITE.

2. **Who May Operate the Equipment.** Only the following ("Authorized Operators") may operate the Equipment: Customer and Customer's employer or employees (in the course of such employee's regular employment). Customer and all Authorized Operators must: (i) be at least 21 years of age (25 years of age if the Equipment is a motor vehicle), (ii) be properly qualified to operate the Equipment, (iii) have a valid operator's license with respect to the Equipment where required by law, and (iv) be instructed in the safe operation of the Equipment.

3. **Rental Charges.** Customer will pay IGNITE all rental, time, mileage, service, transportation, refueling service, and other charges (collectively, "Rentals") in accordance with this Agreement, all direct and indirect sales, use, value-added, environmental taxes, levies or surcharges (collectively, "taxes") imposed with respect to the Equipment and this Agreement, and all expenses, including legal expenses. The basic daily, weekly and the 4-week rental will entitle Customer to a maximum of one-shift use (i.e. a maximum of 8 hours per day, 40 hours per week and 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 3/16<sup>th</sup> of the daily charge plus applicable taxes. IGNITE will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. IGNITE's branch ("Branch") designated on the face page hereof. Customer is responsible for shipping charges from the Branch to the Customer's work site and return and all loading, unloading, assembling and dismantling charges. All rates for rentals in excess of 4 weeks are subject to change on 30 days' notice in writing to the Customer with respect to any portion of the rental period then remaining. Customer and any person to whom, with the consent of IGNITE, Customer expressly directs the charges incurred under this Agreement to be billed, are jointly and severally responsible for payment of all such charges. Customer represents having the authority to direct such charges to be billed to that person. If the Equipment includes motor vehicles, Customer's use of such Equipment (which shall only take place in the United States and Canada) shall be limited to the number of miles set forth on the face page hereof, if applicable. Unless otherwise agreed in writing, any Rentals payable in accordance with this Agreement shall be paid in advance at the Branch address designated on the face page hereof; the advance payment or first such Rental is payable before delivery of the Equipment to the Customer or its agent or carrier and on succeeding monthly or weekly or other specified periodic rental dates thereafter running from the commencement date of the rental term.

4. **Customer's Responsibilities.** Customer must return the Equipment to IGNITE in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The Equipment must be returned to IGNITE at the Branch by the due date specified in the face page hereof, or sooner if demanded by IGNITE in its sole discretion. Customer acknowledges that it shall confirm return receipt of the Equipment by IGNITE. Until such time as IGNITE receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept only at Customer's place of business or the job site at which the Equipment is used. The Equipment will be used at all times only in accordance with the manufacturer's instructions and within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment. IF THE EQUIPMENT FAILS TO OPERATE PROPERLY OR NEEDS REPAIR, CUSTOMER WILL IMMEDIATELY CEASE USING SUCH EQUIPMENT AND WILL IMMEDIATELY NOTIFY IGNITE. Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the term of this Agreement insurance satisfactory to IGNITE, for the benefit of IGNITE. IF THE EQUIPMENT IS USED IN ANY MANNER THAT WOULD VIOLATE THIS AGREEMENT, OR IS OBTAINED FROM IGNITE BY FRAUD OR MISREPRESENTATION, OR IS USED IN FURTHERANCE OF ANY ILLEGAL PURPOSE, ALL SUCH USE OF THE EQUIPMENT IS WITHOUT THE PERMISSION OF THE IGNITE. The Customer declares that he or its Authorized Operators understand the operation of the Equipment and shall keep, use and maintain the Equipment in a careful, prudent and lawful manner and shall comply in all material respects with the recommendations or requirements of IGNITE or other supplier of the Equipment or of any part or component thereof or accessory thereto, relating to use and maintenance and in particular, with such recommendations or requirements as may be necessary to preserve all warranties or guarantees by such manufacturer or other supplier.

5. **Risk of Loss.** All loss or damage to the Equipment while on rental or in Customer's care, custody or control whether exclusive or not, and whether or not due to the fault of the Customer will be the sole responsibility of Customer and will be paid to IGNITE promptly upon Customer's receipt of an invoice. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged less its salvage value plus an administrative fee and related expenses of IGNITE. THE COST OF LABOUR FOR SUCH REPAIRS WILL BE EITHER THE THEN PREVAILING HOURLY RATE FOR LABOUR OF IGNITE, WHICH INCLUDES LOSS OF USE, POSTED AT THE BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOUR CHARGED TO IGNITE FOR SUCH REPAIRS, AS THE CASE MAY BE. PARTS WILL BE CHARGED AT THE COST TO IGNITE PLUS A RETAIL MARKUP. Customer will also be responsible for the full rental rate as set forth in this Agreement until the Equipment is repaired or replaced.

6. **Events of Default.** Customer shall be in default of this Agreement if Customer: (a) fails to pay any amount when due, (b) breaches any other term or condition of this Agreement, (c) becomes insolvent or ceases to do business as a going concern, (d) has a petition in bankruptcy filed by or against it, or (e) is in default pursuant to the provisions of any other agreement by and between Customer and IGNITE. Customer will be deemed to be in default if the Equipment is used: (i) to carry persons for hire, (ii) to carry persons other than Authorized Operators or helpers employed by Customer, all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful, (iii) to transport property for hire unless Customer obtains all necessary permits and licences, (iv) in violation of any law ordinance, (v) in any race, test or contest, (vi) in a reckless, negligent or abusive manner, or (vii) intentionally damaged by Customer or with Customer's permission, (viii) for the carrying or hauling of explosives or other hazardous material in violation of applicable laws, rules or regulations, or (viii) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. **Remedies of IGNITE.** In case of default by Customer, or if IGNITE deems itself insecure, IGNITE may peaceably enter the property where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice of liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process as a pre-condition for IGNITE recovering the Equipment. Customer agrees to admit such entry and action by IGNITE. In such case, IGNITE may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which IGNITE might otherwise have. Customer will pay to IGNITE a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the rental term as liquidated damages. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. IGNITE shall have the right to take such steps which IGNITE reasonably deems necessary to recover the Equipment, if the Equipment is not returned on the date specified on the face page hereof or sooner as permitted by the terms this Agreement. IGNITE's remedies are not exclusive.

8. **Limited Damage Waiver.** If the equipment is used in compliance with this Agreement and if Customer accepts the "Limited Damage Waiver" option ("LDW"), which is NOT INSURANCE, at the beginning of the rental by not initialing the LDW Decline on the face page hereof, and pays the additional charges for the LDW when due, then IGNITE agrees to waive, to the extent specified herein, Customer's responsibility to IGNITE for the loss of or damage to the Equipment exceeding 50% of the replacement cost of the Equipment, without regard to the rental period. IGNITE reserves the right to deny LDW to Customers. Customers not initialing the LDW Decline Box will be deemed to have accepted LDW. If such charges for the LDW are not paid as specified in this Agreement, then, at the sole option of the IGNITE, IGNITE may either terminate this Agreement or continue this Agreement; however IF THE AGREEMENT IS CONTINUED IN EFFECT, THE LDW WILL NOT BE IN EFFECT, regardless of not initialing the LDW Decline Box, and the Customer will remain fully responsible for the Equipment.

9. **Assumption of Risk and Indemnity.** REGARDLESS OF SECTION 8, CUSTOMER WILL BE LIABLE FOR ALL RESULTING LOSS OR DAMAGE AND EXPENSE OF IGNITE IF IT RESULTS FROM ANY INTENTIONAL ACT OR OMISSION OR THE NEGLIGENCE OF CUSTOMER. Customer and any Authorized Operators hereby assume all risk of loss or damage and waive all claims against IGNITE by reason of any property left, stored, loaded or transported by Customer or any other person in or upon the Equipment, and further agree to indemnify and hold harmless IGNITE, their affiliated companies, and their respective officers, directors, agents and employees (collectively, "Indemnitees"), from and against all loss, liability, claim, action or expense, arising out of such loss or damage.

10. **Customer's Insurance Obligations.** (a) Commercial General liability and Automobile Liability Insurance. Customer will, at its own expense and at all time during the term of this Agreement, maintain in force separate Commercial General liability and Automobile liability insurance policies with a combined single limit per occurrence of bodily injury, including death, personal injury and/or property damage of \$5,000,000 for each policy on a primary and not excess or contributory basis, for Customer's liability for damages sustained by any person and/or to any third party property as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of the Equipment. Customer, its agents and employees will cooperate fully with IGNITE and Customer's insurer in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. Such policies will name IGNITE as an Additional Insured. The acceptance by IGNITE of Customer's Certificate of Insurance will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligation under this Agreement. Such Customer insurance obligation will not in any way limit the ultimate liability of Customer hereunder. (b) Property Insurance (Equipment). If the LDW is not accepted by Customer, the Customer will at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's insurance must expressly cover non-owned equipment while in Customer's care, custody and control. Such insurance shall name IGNITE as loss payee and shall include a waiver of subrogation or rights of recovery in favour of IGNITE. Customer will furnish IGNITE with a Certificate of Insurance evidencing the foregoing insurance requirement and endorsed to provide that such insurance may not be cancelled or materially modified except on 30 days' prior written notice to IGNITE. The amount, terms and conditions of the insurance required must be acceptable to IGNITE. Customer agrees to abide by all terms and conditions of such insurance.

11. **Customer's Compliance with Laws.** Customer will, at its sole expense, comply with all laws and regulations affecting the Equipment and its uses, operation, erection, design and transportation and will indemnify and hold Indemnitees harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations or requirements.

12. **Notice of loss or Accident.** In the event of an accident, loss of, theft of or damage to the Equipment, Customer agrees to notify IGNITE immediately by telephone, and thereafter to immediately report in writing to IGNITE and the public authorities (where required by law or by IGNITE) all information deemed relevant thereto by IGNITE. Customer will cause its agents and employees to give IGNITE and the public authorities all relevant information and assistance in any matter resulting from said accident, loss, theft, or damage.

13. **Force Majeure.** Any failure of performance by IGNITE due to causes beyond the reasonable control of IGNITE will not be deemed to be a default by IGNITE.

14. **Late Payment Fee and Interest on Overdue Amounts.** All payments due under this Agreement will bear interest after the due date and until paid in full at the rate of 18% per year, both before and after default, with interest on overdue interest at the same rate. The acceptance of any payment will not be interpreted as a waiver or compromise by IGNITE of its right to require payment in full of the amount due, plus interest and costs. Customer also agrees to pay an administrative fee of \$125 for each overdue payment and for each payment that is returned unpaid for any reason.

15. **Refuelling Service charge.** Customer agrees to return the Equipment with full fuel tank(s). If Customer fails to do so, Customer will pay to IGNITE a sum equal to the then applicable refuelling service charge of IGNITE, posted at the Branch for the number of gallons required to refill the tank(s) at the time of return.

16. **Privacy.** By signing this Agreement, Customer acknowledges that IGNITE and/or its affiliates may collect personal information that is reasonable and necessary to complete the transaction referenced herein and that such information is provided voluntarily. The collection of any such personal information is performed generally in accordance with the IGNITE Privacy Policy. A copy of this Policy is available upon request from IGNITE or by sending a letter attention: Privacy Compliance Officer, Ignite Rental Solutions Ltd., 3 - 285130 Wrangler Way SE, Calgary, AB, T1X 0K3.

17. **Legal Expenses.** The Customer will pay to IGNITE all of IGNITE's damages, costs and expenses, including the full amount of all legal fees, accountants and expert witness fees, disbursements, and costs of investigation whether legal proceedings are commenced or not, incurred by the IGNITE in enforcement of this Agreement.

18. **Merger/Modification/Severability.** This Agreement (including the face page hereof), when accepted by Customer explicitly, by acceptance of goods or otherwise, shall constitute the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms or conditions hereof will be effective as against IGNITE unless it is in writing and signed by a duly authorized officer of IGNITE. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment shall constitute Customer's acceptance of all the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit the terms contained herein. This Agreement (including the face page hereof) shall be governed and construed by the laws of the state/province in which the Branch is located. Customer consents to jurisdiction in the courts of such state/province. If any provision is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared to be severable.

19. **Obligations to IGNITE/Assignee.** Customer acknowledges that IGNITE's interest in the Equipment and its rights under this Agreement may have been assigned to a third party ("Assignee") to secure obligations of IGNITE to Assignee. Upon receipt of written notice from Assignee, Customer agrees to make all payments due hereunder to the order of Assignee as directed in such written notice. Upon receipt of such notice Customer will recognize Assignee as the owner of all right, title, and interest in, to and under the Agreement and the Equipment. Customer also acknowledges and agrees that Customer has no purchase option under this Agreement and that in order for Customer to acquire any ownership interest in or title to the Equipment, IGNITE/Assignee must be paid in full. Customer agrees that any service or warranty agreements or obligations executed, assigned, or issued with regard to the Equipment are unaffected by the assignment and that Customer will have no recourse against IGNITE/Assignee with respect thereto. Customer authorizes Assignee to file financing statements as Assignee may require.

20. **Condition of Equipment.** Customer acknowledges having examined the Equipment upon its delivery to Customer. CUSTOMER'S ACCEPTANCE OR USE OF THE EQUIPMENT WITHOUT PROMPT NOTICE TO IGNITE THAT THE EQUIPMENT IS NOT IN GOOD MECHANICAL CONDITION CONSTITUTES CUSTOMER'S ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD MECHANICAL CONDITION AT THAT TIME. If, during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of the Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify IGNITE, whereupon IGNITE will then, at its option and without any other liability or responsibility by IGNITE to Customer: (i) repair or suitably replace the Equipment within a reasonable time during the normal working hours of IGNITE, with the commencement or running of the terms of the Agreement to be tolled for the period the Equipment is "down", or (ii) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due to IGNITE for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to representatives of IGNITE so as to enable IGNITE to meet its responsibilities hereunder.

21. **LIMITED WARRANTY.** THE FOREGOING PROVISIONS OF SECTION 20 ARE IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND OF (II) ALL OBLIGATIONS OR LIABILITY ON THE PART OF IGNITE TO THE CUSTOMER FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

22. **ASSUMPTION OF RISK; DEATH OR INJURY.** The Equipment is, by virtue of its size and nature, potentially dangerous. Operation of the Equipment will expose the Customer, Authorized Operators and those in proximity to the Equipment to risk. These risks, including serious bodily injury or death, cannot be completely identified, quantified, minimized, prevented or eliminated. Customer, on behalf of itself and all Persons at Risk, accepts and fully assumes any and all risks and the possibility of personal injury, death, disability, property damage or loss resulting from operation of the Equipment.

23. **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY.** The Customer agrees to release Indemnitees claim, and Indemnitees disclaim, any and all liability for any loss, damage, injury or expense that Customer may suffer or incur as a result of this Agreement or its use of the Equipment. The Customer waives all claims that the Customer has or may in the future have against Indemnitees arising out of or related to this Agreement or use of the Equipment. Customer will defend, indemnify and hold harmless each of the Indemnitees, from and against all loss, liability, claim, action or expense, including legal expenses, by reason of bodily injury, including death and property damage, sustained by any person as a result of the maintenance, use, possession, operation, erection, dismantling, servicing or transportation of the Equipment, or Customer's failure to comply with the terms of this Agreement.