

## ACCOUNT APPLICATION and RENTAL AGREEMENT

Location d'outils Simplex s.e.c. (hereafter "Lessor") 9740 Boul. de l'Acadie, Montréal Qc H4N 1L8 - Tel : 514 331-7779 #10432

### COMPANY

Company name (hereafter "Lessee") : \_\_\_\_\_ Year of creation : \_\_\_\_\_  
 Address : \_\_\_\_\_ City : \_\_\_\_\_ Prov. : \_\_\_\_\_ Postal code : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax : \_\_\_\_\_ NEQ : \_\_\_\_\_ Number of employees : \_\_\_\_\_  
 Do you have property insurance (Mandatory) :  yes  no *Please, attach a copy of your property insurance policy with this form*  
 Order number required for renting :  yes  no Project number required for renting  yes  no  
 Company president : \_\_\_\_\_ Email : \_\_\_\_\_

Tax-free entity :  yes  no  
 If yes, number : \_\_\_\_\_

### CREDIT REFERENCES

Supplier : \_\_\_\_\_ Telephone : \_\_\_\_\_ Email : \_\_\_\_\_  
 Supplier : \_\_\_\_\_ Telephone : \_\_\_\_\_ Email : \_\_\_\_\_

### CONTACTS

**Accounts payable** Name : \_\_\_\_\_ Title : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Ext. : \_\_\_\_\_ Email : \_\_\_\_\_ Cell : \_\_\_\_\_

**Person in charge of rentals** *Who can place an order at Simplex*

Name : _____	Name : _____	Name : _____
Title : _____	Title : _____	Title : _____
Telephone : _____ Ext. : _____	Telephone : _____ Ext. : _____	Telephone : _____ Ext. : _____
Email : _____	Email : _____	Email : _____
Cell : _____	Cell : _____	Cell : _____

**Reception of orders** *People who can pick up an order at Simplex* Check this box if identical to the people in charge of rentals

Name : _____	Name : _____	Name : _____
Title : _____	Title : _____	Title : _____
Telephone : _____ Ext. : _____	Telephone : _____ Ext. : _____	Telephone : _____ Ext. : _____
Email : _____	Email : _____	Email : _____
Cell : _____	Cell : _____	Cell : _____

### BOND, AUTHORIZED PERSON / AUTHORIZED SIGNATURE

Name/1st name : \_\_\_\_\_ Fonction : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Ext. : \_\_\_\_\_ Email : \_\_\_\_\_ Cellphone : \_\_\_\_\_  
 Do you have other accounts with Simplex :  yes  no Customer code(s): \_\_\_\_\_

*I authorise, personally and on behalf of the lessee, to inquire with third parties regarding the accuracy of the information provided, which information will be retained, gathered and used in conformity with An Act Respecting the Protection of Personal information in the Private Sector (L.R.Q. c. P-39.1).*

*I accept (personally and on behalf of the lessee), the conditions in this agreement (front and back), which conditions form an integral part of any rental agreement which may be concluded between the lessor and the lessee. I declare that I have read and understood and agree to respect said conditions.*

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

# RENTAL CONDITIONS

The parties agree that the rental (s) will be made under the following conditions

## PRELIMINARY:

Location d'outils Simplex S.E.C. is indicated in this present agreement as the «Lessor». The Lessee hereby warrants that he has examined the rented equipment and found them in good order and working condition and that he knows how to operate the said equipment. The Lessee shall ensure the equipment is used for its intended purposes, by qualified persons having the necessary skills and experience, in accordance with the instructions given by the Lessor's representative. The Lessee agrees to provide the Lessor with the exact location of the rental equipment, subject to the terms of this Agreement, and to provide this information to Lessor whenever it is moved and/or at the request of the Lessor.

## CONDITIONS

### ARTICLE 1 :

The Lessee may neither sublet nor assign the lease without the consent of the Lessor. The Lessee may neither sell nor hypothecate the leased equipment.

### ARTICLE 2 :

The Lessee undertakes to return said equipment to the Lessor in the same condition it was at the initial time of rental, normal wear and tear excepted. In the event the Lessee is not satisfied with the performance of the rental equipment, he must return it forthwith or so advise the Lessor by email or telephone to get an event number.

### ARTICLE 3 :

If the Lessor is bound by contract to deliver and pick up the rented equipment after use, the Lessee shall so advise (by phone, e-mail or client portal) the Lessor, in order to obtain a return code confirming the hour and date at which the rental ceases. Should the Lessee fail to advise the Lessor, rental charges will be apply until such time as a return code is given by the Lessor. The Lessee shall be responsible for the rented equipment and shall keep it under key or surveillance until it is back in the Lessor's possession. In the event that the rented equipment cannot be returned to the Lessor due to factors including, but not limited to, strike, massive layoffs, seizure, etc., the Rental Agreement shall remain in force. The Lessee undertakes to return all rented equipment at the exact location where the Lessor delivered it. The Lessee also undertakes to provide help to handle rented equipment and to cooperate with the Lessor's driver to help him reload the equipment. When delivering the equipment, the Lessor's driver may ask for a Responsibility Waiver if he thinks that there are important risks to damage the Lessee's property. In the event that the lease equipment is damaged, the representative of the Lessor shall prepare a list of damages and the Lessee will be invoiced.

### ARTICLE 4 :

The Lessor shall not be held responsible for any damage, loss or injury caused by the use of the rented equipment, and the Lessee shall not invoke the fault of a third part and act of God against the Lessor. Lessor shall not be liable for any damage cause to Lessee resulting from any delay in the delivery of the rented equipment or because of malfunction. If it is scientifically and irrefutably proven that the loss of the rented equipment is a result of a defect of the said equipment, the Lessee shall not be liable for damages caused to the rented equipment, but the rental costs shall run in the Lessor's favour up to the time the equipment was lost. The Lessor shall not be liable for damages or injuries caused by a hidden defect or system defect in the rented equipment; in such cases, the Lessee expressly agrees to proceed against the manufacturer only, without involving or having any recourse against the Lessor. The Lessor will charge back any fine, penalty or tickets resulting of the use of the rented equipment plus 20% in administrative charges.

### ARTICLE 5 :

Subject to the conditions of Article 3, equipment is rented for a day. The rental period shall begin as soon as the rented equipment is taken out of the Lessor's premises and cease once the Lessor is in possession of the rented equipment or a return code has been given by the Lessor in the situations provided in Article 3, on condition that the rented equipment is in working condition; if it is not, the rental agreement shall remain in force until such times as the item is usable.

In this Agreement, rental periods are defined as follows: 1 day means 24 hours; 1 week means 7 days; 1 month means 28 days. Rented equipment may be used for 8 hours in a day, 40 hours in a week and 160 hours in a month. The Lessee agrees to keep the Lessor informed of any use in excess of the above, such use to be billed on a prorated basis.

### ARTICLE 6 :

The Lessee shall exercise adequate and continuous care over any rented equipment which gives out heat, combustion, explosions or friction, or which is operated using flammable, explosive or other substances, and shall ensure such equipment is operated by qualified personnel. In addition, the Lessee undertakes to abide by all federal, provincial, municipal or other rules and regulations on the use or transportation of cylinders, tanks or other pressure containers, as well as to carefully shut them off after use.

### ARTICLE 7 : DAMAGES

- The Lessee agrees to pay the Lessor a predetermined percentage of the rental fee, to cover damages due to the normal use of rented equipment in situations other than those provided for in the following list.
- This percentage does not cover the direct or consequential damages arising out of the following non-exhaustive list:
  - Excess or insufficient weight, force or heat in the rented equipment.
  - Flat tires, slashed tires, damaged wheel rims, or damaged points, bits or chisels (since these constitute damages by themselves).

- Leaving equipment inside or outside, accessible to all, without proper surveillance.
- Insufficient oil, lubricant and fuel, frost, bad weather, the wrong kind of mix of fuel, making the wrong use of the energy or accessories required by the manufacturer (filters etc.).
- Failing to properly secure the rented equipment during transportation, to prevent it from falling or moving.
- Theft or taking without permission of the rented equipment, improper use, negligence, accident or collision on the road or on a private lot.
- Negligence of the Lessee, whether due to collision, accident or other causes, by the fault of a third party, or an act of God.
- Using or modifying the rented equipment and appurtenances for purposes other than those prescribed by the manufacturer or Lessor.

## CONDITIONS :

- The Lessee undertakes to send to the Lessor's place of business within 24 hours of the event by e-mail and by telefax, a written report detailing any loss, damage or accident to the leased equipment, as well as a police report if applicable.
- The Lessee agrees to reimburse the Lessor for the total costs of repairs in time and parts, and the replacement costs as necessary if they are not covered by paragraph 1 of Article 7. In addition, the Lessee shall pay for rental costs during the repair period.
- The Lessee is responsible to get an adequate insurance for the specific rented equipment
- The Lessor reserves the right to exercise or waive the above clause.

## ARTICLE 8 :

Any breach or non-performance by the Lessee of one of the above contractual obligations shall result in the loss of rental privileges and the automatic termination of the leasing contract, without any prior formal notice or legal proceedings. The Lessor shall also have the right to repossess the rented equipment.

Furthermore, the Lessor may claim all payments owing as well as the cost of repairs for damages sustained on the rented equipment while under the care and control of the Lessee. In addition, if the Lessor must retain the services of an attorney or another person for the recovery of the owed sums, the Lessee agrees to pay, as liquidated damages, 20% of the claimed sum.

## ARTICLE 9 :

In case of theft or inability to return to the Lessor the rented equipment and/or appurtenances, the Lessee shall be liable for rental payments until the Lessor has received, by e-mail, a notice from the Lessee. It is agreed that the Lessee shall pay to the Lessor the replacement cost of this equipment, without any depreciation, at the replacement value for the equipment at the time of the loss.

## ARTICLE 10 :

Interest of 1.5% per month (i.e. 19.56% per year) is added to all past due accounts. A \$35.00 charge is levied on all cheques returned by the bank, along with interest at the same rate. The due-date for customers having a charge account, this is thirty (30) days after the rented equipment has been returned if the equipment is rented for less than a month, and thirty (30) days following the rental month in other cases.

## ARTICLE 11 : SURETYSHIP

The person signing this Rental Agreement shall be personally responsible and liable for the performance of its provisions severally with the Lessee.

## ARTICLE 12 :

The Laws of the province of Quebec apply to the rental agreement between the Lessor and Lessee. The parties also elect domicile in the Judicial District of Montreal.

## ARTICLE 13 :

If the invoice of agreement is made at an Ontario Branch of Lessor, then the Laws of the province of Ontario will apply to such agreement or invoice. Notwithstanding the preceding paragraph, if the Lessee has a place of business in the province of Quebec, then the Laws of the province of Quebec will apply along with clause 12 of the present.

## ARTICLE 14 :

I hereby authorize the Lessor to provide personal information, in particular financial information, to any credit investigator (credit bureau), financial institution, creditor or other person with whom I have (or will have) business dealings, in order to establish or check my credit history, solvency, or any reference(s) I have provided.

## ARTICLE 15 :

In the event that the Lessor retains the services of an Attorney in order to file an Opposition to Seizure (before or after judgment) regarding the leased equipment., Lessee agrees to pay the fees and disbursements incurred by the Lessor. In case of refusal by Lessee to pay the fees and disbursements, Article 8 of the present agreement shall apply.

The parties hereto requested that the present rental agreement be drawn in English language.

Les parties aux présentes ont requis que le présent contrat de location soit rédigé en langue anglaise.

## I HAVE READ AND ACCEPTED THE PRESENT CONDITIONS

X \_\_\_\_\_