

2. WASTE

The Applicant anticipates depositing _____ tonnes of Waste per month and agrees that notwithstanding such estimate, any provision to the contrary contained in this Agreement and any rules or policies posted at the Facilities, GVS&DD has the right in its sole and absolute discretion to limit the quantity and type of Waste that the Applicant may deposit in any of the Facilities and to reject the deposit of any Waste by the Applicant if GVS&DD should deem it desirable.

Only vehicles bearing the name of the Applicant permanently displayed on their side, together with a unique identification number for each vehicle, which number is to be assigned by the Applicant are permitted to enter the Facilities to deposit Waste on behalf of the Applicant. In the event that the Applicant elects to use a delivery source other than its own vehicles to deliver Waste to the Facilities, the Applicant must obtain from GVS&DD a special authorization number for each such vehicle prior to the scheduled delivery. Vehicles that cannot be identified in accordance herewith will not be permitted to deposit Waste on credit.

3. PAYMENT

The Applicant:

- a) must pay to GVS&DD in full by the due date the amount shown on the invoice billed by GVS&DD to the Applicant as the total payable for the time period shown on the invoice;
- b) must make payment by cheque (or by certified cheque, bank draft or money order if required by GVS&DD in writing) in favour of GVS&DD delivered to the Finance and Administration Department, 4330 Kingsway, Burnaby, B.C., V5H 4G8;
- c) must pay interest at the rate of 1.25% per month (equivalent to 15% per year) calculated daily and compounded monthly on all amounts overdue, including all overdue interest, from and including the date of invoice to and including the date of final payment in full, which interest is payable on demand by separate invoice; and
- d) indemnifies GVS&DD for all costs, charges and fees of whatsoever nature incurred by GVS&DD in connection with the collection of any overdue amounts, including all legal fees on a solicitor and client basis.

If the Applicant delivers a cheque to GVS&DD and the cheque is dishonoured for non-sufficient funds, the Applicant must pay GVS&DD an additional charge of \$25.00 (the "**NSF Charge**"), which will be added to amount owing by the Applicant to GVS&DD. The NSF Charge is in addition to any NSF fee charged by the Applicant's financial institution.

4. SUSPENSION OF PRIVILEGES

If the Applicant's account is overdue, GVS&DD may, in its sole and absolute discretion and without notice to the Applicant, suspend the Applicant's available credit under this Agreement and refuse to accept deposit of Waste at the Facilities by the Applicant. Once the Applicant's account has been paid in full, the Applicant may resume depositing Waste at the Facilities and may resume using the credit facility in accordance with this Agreement.

5. TERMINATION

GVS&DD may terminate this Agreement at any time by delivering a notice of such termination to the Applicant at the email address listed above, to the fax number listed above or to the Applicant's billing address listed above, whether or not the Applicant has defaulted in any of its obligations contained herein. Without limiting the previous sentence, GVS&DD may terminate this Agreement if the quantity of Waste disposed by the Applicant results in a billing charge of less than \$500 per month, as averaged over any consecutive three-month period.

The Applicant's obligation to pay all amounts payable hereunder, whether invoiced or not at the date this Agreement is terminated, survives the termination of this Agreement and continues in full force and effect and all rights and remedies of GVS&DD under this Agreement, both at law and in equity, will continue without prejudice.

6. COLLECTION AND USE OF PERSONAL INFORMATION

In cases where the Applicant is an individual, the Applicant authorizes GVS&DD to collect credit and other information about the Applicant ("**Personal Information**") in accordance with the *Freedom of Information and Protection of Privacy Act* (British Columbia) from credit bureaus, reporting agencies and from the references provided to GVS&DD.

GVS&DD may:

- a) disclose the Personal Information to credit bureaus and reporting agencies;
- b) use the Personal Information to determine the financial position of the Applicant (or the Principal, if applicable);
- c) use the Personal Information to provide credit to the Applicant in accordance with the terms of this Agreement;
and
- d) disclose the Personal Information to GVS&DD's staff, but only as needed in connection with services provided by GVS&DD to the Applicant in accordance with the terms of this Agreement.

The Comptroller Treasury, Greater Vancouver Regional District, 4330 Kingsway, Burnaby, British Columbia, telephone (604) 436 6838, can answer questions from an individual Applicant regarding GVS&DD's collection of Personal Information.

7. GENERAL

If this Agreement is terminated in accordance with Section 5, the Applicant may not deposit any further Waste at any of the Facilities unless it repays in full any money owing to the GVS&DD and pays the tipping fee payable in respect of such Waste in full.

GVS&DD may unilaterally change the terms upon which credit is granted to the Applicant under this Agreement, such change to be effective 5 days after GVS&DD has given notice to the Applicant at the address set out above.

No term, condition, covenant or other provision of this Agreement will be considered to have been waived by GVS&DD unless such waiver is expressed in writing by GVS&DD and the waiver by GVS&DD of any such term, condition, covenant or other provision will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this Agreement.

Dated at _____ this _____ day of _____ 20____.
(City)

APPLICANT

Applicant Name (please print)

Authorized Signatory

Name and Title of Authorized Signatory
(please print)

**PRINCIPAL
(if Sole Proprietorship)**

Principal Signature

Principal Name (please print)

GUARANTEE

In consideration of GVS&DD establishing a credit account in favour of the Applicant, the Guarantor, and where there is more than one Guarantor, the Guarantor(s), jointly and severally, hereby guarantee to GVS&DD and its successors and assigns, full and complete payment and performance of all the covenants, agreements and obligations on the part of the Applicant to be observed, performed or fulfilled in accordance with this Agreement.

The Guarantor(s) acknowledge that the Agreement may be amended from time to time by the parties thereto without the prior consent or notice of the Guarantor(s), and it is further agreed that no such amendment will release the Guarantor(s) from liability under this Guarantee either in whole or in part.

If the Applicant fails to perform any of its obligations under the Agreement, or breaches any provision thereof, then the Guarantor(s) hereby undertake(s) to perform the obligations of the Applicant under the Agreement and will indemnify GVS&DD against all losses, damages, costs and expenses which may be incurred by GVS&DD by reason of any default on the part of the Applicant in performing or observing the agreements and provisions on its part contained in the Agreement. GVS&DD is not required to exhaust its recourse against the Applicant or other parties, nor realize on any security granted to GVS&DD by the Applicant or any party, nor value any such security, nor notify the Guarantor(s) of any act of default on the part of the Applicant before enforcing the provisions of this Guarantee.

This Guarantee is of a continuing nature and secures the guaranteed obligations that may be due from time to time and at any time from the Applicant to GVS&DD, notwithstanding that the amount of the guaranteed obligations may change from time to time or may at any time be reduced to zero.

All debts and liabilities, present and future, of the Applicant to the Guarantor(s) are hereby assigned to GVS&DD and postponed to the liabilities of the Applicant to GVS&DD, and all monies received by the Guarantor(s) or any of the representatives or assigns of the Guarantor(s) from the Applicant must be received in trust for GVS&DD and must be paid over to GVS&DD. The Guarantor(s) must pay to GVS&DD any sum guaranteed hereunder immediately upon receiving notice in writing from GVS&DD setting out the amount of the required payment. Such notice may be sent by registered or certified mail or by prepaid courier, addressed to the address of the Guarantor(s) set out above, or by delivering it personally to the Guarantor(s) at the said address, and any notice sent by mail or delivered by courier will be deemed to be served on the Guarantor(s) on the third business day following the mailing or delivery thereof.

I understand that my signature below indicates that I am personally guaranteeing the amounts owned by the Applicant to the GVS&DD.

SIGNED, SEALED and DELIVERED at _____ this _____ day of _____ 20____.
(City)

Guarantor Signature

Guarantor Name (please print)

Witness Signature

Witness Name (please print)

Witness Address

Please forward the original completed Credit Application to the Finance Department for consideration:

Greater Vancouver Regional District
Finance Department (Attention: Gord Nicol)
4th Floor, 4330 Kingsway, Burnaby BC V5H 4G8

Tel: 604-436-6838
Fax: 604-436-6860

