



Confidential Credit Application and Agreement Trailer Wizards Ltd.

This Credit Application/Agreement to Trailer Wizards Ltd. terms and conditions must be fully completed, signed and returned before your credit request can be considered. This agreement governs all sales to you of Trailer Wizards Ltd. products/services on Terms and Conditions set forth by Trailer Wizards Ltd. or which may be established as policy from time to time by Trailer Wizards Ltd. Sales representatives or agents of Trailer Wizards Ltd. are not authorized to amend or change the terms of sale or other terms and conditions of this agreement.

General Business Details

Legal Name of Business		Web Address	
Trade name/style		Social Insurance No.	
Address	Telephone		
	Fax		
	Cell		
How Long at this address	Is Location owned/rented	Are any of the owners/officers now or in the past 5 years in bankruptcy proceedings?	
What Line of business are you in		Date of Incorporation	Do you require purchase orders
Legal form of business	Corporation – Proprietorship – Non Profit	Jurisdiction of Incorporation	

Ownership Details

Principal owner/shareholder	Home Address – Street, City	Title	Cell
Other Officers	Home Address – Street, City	Title	Cell
Other Officers	Home Address – Street, City	Title	Cell
Accounts Payable Contact	Phone	E-mail	

Major Trade References

Name	Phone	Fax
Name	Phone	Fax
Name	Phone	Fax

Credit Information

Annual Sales	# of Employees	Customers – Please list 2 of your major customers.
Name of Bank and Location (Street City Telephone)		Name
		Name

CONDITIONS AND TERMS OF CREDIT

Between:

TRAILER WIZARDS LTD. (“Trailer Wizards”)

And



(“Applicant”)

Print Company Legal Name

This agreement governs all sales to the Applicant of Trailer Wizards products and services by Trailer Wizards to the Applicant. The Applicant hereby agrees as follows:

1. Applicant has authority to enter into this agreement. Any person signing it on the Applicant's behalf has been duly authorized to execute agreements for the purchaser.
2. The information given in this Application and Agreement is warranted to be true, complete and correct and given for the purpose of obtaining credit.
3. The Terms and Conditions of this Agreement may not be converted, altered, omitted or added to without the written consent of Trailer Wizards Credit Manager.
4. Any amount due from the Applicant to Trailer Wizards is due and payable at time of invoicing. All claims made by the Applicant against any item on any invoice must be made within 30 days of the date of the invoice in writing.
5. Accounts not paid by the due date are subject to an interest charge from the date of maturity at the rate of 2% per month or 26.82% per annum.
6. NSF cheques will be subject to a \$35.00 service charge.
7. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
8. Applicant will reimburse Trailer Wizards for all cost incurred in collecting any unpaid amounts including, but not limited to, legal fees and court costs on a solicitor/client basis, costs for seizure and sale of property and costs of the retrieval or repossession of Trailer Wizards property.
9. The Applicant consents to the obtaining of credit and or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the Applicant to any credit reporting agency or to any person with whom the Applicant has or proposed to have financial relations.
10. The customer hereby grants to Trailer Wizards a Security Interest in all goods supplied to the Applicant and over all of the Applicants Present and After Acquired Personal Property and Assets as Security for the payment and performance of all obligations to Trailer Wizards.
11. The customer hereby waives its right to receive any financing statement or verification statement relating to any registration of the security interest herein.
12. The customer agrees that this application and agreement shall be governed by the laws of Canada and/or its Provinces.
13. The Applicant and Co-Applicant shall be jointly and severally liable for this account.

Dated

Signed Applicant

CONDITIONS AND TERMS OF CREDIT

Between:

TRAILER WIZARDS LTD. (“Trailer Wizards”)
And

⇒ ⇒ _____ (“Co-Applicant”)
Print Personal Name and Date of Birth

This agreement governs all sales to the Co-Applicant of Trailer Wizards products and services by Trailer Wizards to the Co-Applicant. The Co-Applicant hereby agrees as follows:

1. Co-Applicant has authority to enter into this agreement. Any person signing it on the Co-Applicant’s behalf has been duly authorized to execute agreements for the purchaser.
2. The information given in this Application and Agreement is warranted to be true, complete and correct and given for the purpose of obtaining credit.
3. The Terms and Conditions of this Agreement may not be converted, altered, omitted or added to without the written consent of Trailer Wizards Credit Manager.
4. Any amount due from the Co-Applicant to Trailer Wizards is due and payable at time of invoicing. All claims made by the Applicant against any item on any invoice must be made within 30 days of the date of the invoice in writing.
5. Accounts not paid by the due date are subject to an interest charge from the date of maturity at the rate of 2% per month or 26.82% per annum.
6. NSF cheques will be subject to a \$35.00 service charge.
7. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
8. Co-Applicant will reimburse Trailer Wizards for all cost incurred in collecting any unpaid amounts including, but not limited to, legal fees and court costs on a solicitor/client basis, costs for seizure and sale of property and costs of the retrieval or repossession of Trailer Wizards property.
9. The Co-Applicant consents to the obtaining of credit and or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the Co-Applicant to any credit reporting agency or to any person with whom the Co-Applicant has or proposed to have financial relations.
10. The customer hereby grants to Trailer Wizards a Security Interest in all goods supplied to the Applicant and over all of the Applicants Present and After Acquired Personal Property and Assets as Security for the payment and performance of all obligations to Trailer Wizards.
11. The customer hereby waives its right to receive any financing statement or verification statement relating to any registration of the security interest herein.
12. The customer agrees that this application and agreement shall be governed by the laws of Canada and/or its Provinces.
13. The Applicant and Co-Applicant shall be jointly and severally liable for this account.

Dated	Signed Applicant
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TRAILER WIZARDS STANDARD RENTAL TERMS

1. All Rental Agreements entered into are subject to and incorporate these Standard Rental Terms. The Renter acknowledges having received these Standard Rental Terms and agrees to be bound by them as part of and in conjunction with every Rental Agreement entered into that references these Standard Rental Terms.
2. "Trailer Wizards" means and includes Lions Gate Trailers Ltd., Trailer Wizards Ltd., Metro Towing Ltd., Provincial Capital Corporation and Provincial Trailer Rentals and any successor and assignees thereof.
3. "Trailer" means the trailer specified in a Rental Agreement together with all present or after required replacement parts and equipment, accessories and additions attached thereto or used in conjunction therewith.
4. The Renter does not acquire any right, title or interest in or to the Trailer except the right of possession and use of the Trailer provided the Renter is not in default of the terms of the Standard Rental Terms, Rental Agreement, or Credit Terms.
5. The Trailer is validly licensed for the Province within which delivery to the Renter occurs. The Renter shall be responsible for all licenses, permits or other certificates as may be required by law, Federal, Provincial, Municipal or otherwise for the lawful operation of the Trailer in any Province including the Province of delivery. The Renter shall name Trailer Wizards the owner of the Trailer in any application for any license, permit or other certificate and shall ensure that Trailer Wizards is so named in any license, permit or other certificate obtained by the Renter.
6. Trailer Wizards shall have the right to assign the Rental Agreement and the right to assign any rent reserved under the Rental Agreement and any assignee shall have all rights and remedies possessed by or available to Trailer Wizards as if no such assignment had occurred.
7. The Renter shall return a rented Trailer to the address specified in the Rental Agreement at the end of the rental, or sooner if the Rental Agreement is terminated.
8. The Trailers shall be at the risk of the Renter who shall at its own expense maintain the Trailer at all times during the term of the Rental Agreement in good repair and operating condition and free from all seizures, forfeitures, liens, claims, privileges and encumbrances and the Renter shall replace any and all badly worn or broken parts including but not limited to tires and tubes.
9. The Renter shall at its own expense perform all pre-trip inspections and adjustments including but not limited to maintaining the oil level on all axles, repairing any flat tires, maintaining all tire pressures at recommended levels, checking and adjusting brakes and connections thereto, checking lights and reflectors, wheels and fasteners, checking the fifth wheel, suspensions, springs, air bags and controlling attachments, checking towing and coupling devices, performing a pre-trip inspection according to the provisions of the Commercial Vehicle Safety Alliance standard, and in respect to any refrigeration units in addition to the aforesaid checking the thermostat temperature, checking the refrigerant compression gauge, checking the anti-freeze level, checking the water level, checking the engine oil, and maintaining sufficient fuel for continued operation.
10. The Renter shall return the Trailer in the same condition and state of repair as the Trailer was when delivered to the Renter except for ordinary wear and tear.
11. The Renter shall, unless the agreement of Trailer Wizards to do otherwise is obtained, deliver the Trailer to a Trailer Wizards designated inspection facility at the Renter's expense sufficiently prior to any existing valid inspection decal expiring to allow Trailer Wizards to perform any necessary inspections, and in the event the trailer is in a condition such that repairs and alterations are necessary in order for it to pass any applicable inspection and be certified the Renter shall pay to Trailer Wizards all charges in respect to work done and material supplied in order to put the Trailer into a condition whereby it is in a condition to pass all required inspections and receive all necessary certifications.
12. The Renter shall be responsible for all damage to the Trailer and for any extraordinary wear and tear or wear and tear due to the Renter negligence in the operation of the Trailer or due to overloading or other abuse.
13. In the event of loss, damage or destruction to or of the Trailer the Renter shall immediately give notice to Trailer Wizards of such loss, damage or destruction, and at Trailer Wizards' option the Renter shall forthwith cause the Trailer to be repaired or replaced with a like Trailer of equivalent value as appraised by Trailer Wizards.

14. The Renter specifically indemnifies Trailer Wizards and agrees to hold Trailer Wizards harmless against all claims, losses, costs, damages or expenses that Trailer Wizards may sustain, suffer, pay or incur because of:
 - a. loss of or damage to the Trailer because of collision;
 - b. loss of or damage to the Trailer because of fire, hail, lightning, theft or vandalism;
 - c. loss of or damage to the Trailer because of flood, windstorm, explosion, marine, general average or other casualty;
 - d. loss of or damage to the Trailer caused by war, insurrection or terrorism;
 - e. damage to property including cargo of any third person as a result in whole or in part of the use or condition of the Trailer while in the custody, possession or control of the Renter;
 - f. death or injury to any third person as a result in whole or in part of the use or condition of the Trailer while in the custody, possession or control of the Renter;
 - g. loss or expense as a result of the failure of the Renter to maintain the Trailer as agreed;
 - h. any default, whatsoever, under the Rental Agreement or these Standard Rental Terms.

15. Non Owned 3rd Party Liability Coverage - The Renter will at its cost and expense secure and deliver to Trailer Wizards at the time of delivery of the Trailer to the Renter, and will keep in full force and effect during the entire term of the Rental Agreement, a policy or policies of insurance satisfactory to Trailer Wizards as to the insurer and amount of coverage, the entire premiums in respect of which insurance will be prepaid for the entire term of the Rental Agreement and which insurance will protect Trailer Wizards against all loss and damage it may suffer as a result of any action, failure to act, neglect or negligence, and which insurance will have liability limits of not less than five million dollars per occurrence. The Renter shall provide certificates of insurance to Trailer Wizards which certificates shall include contractual coverage for any and all hold harmless agreements contained in the Rental Agreement and these Standard Rental Terms.

16. Physical Damage Waiver (THIS IS NOT INSURANCE) - Unless the Renter, at the time of taking possession of the Trailer, produces a valid certificate of insurance evidencing collision insurance for the trailer being rented (satisfactory to Trailer Wizards) Trailer Wizards will require the Renter to accept and will provide to the Renter a collision damage waiver which will release the Renter from all liability exceeding two thousand five hundred dollars (\$2,500.00) in respect to loss or damage caused to the Trailer, save and except for loss or damage arising from any breach of the conditions referred to in clauses 18, 30 or 31 hereof, and the Renter will pay to Trailer Wizards all applicable charges in reference thereto within ten days (10) from the date of the invoice rendered in respect to such charges it being understood and agreed that the aforesaid waiver of liability shall not be applicable to a refrigerated Trailer nor to roof structure damage and any other damages related thereto. Trailer Wizards, at its sole and unfettered discretion, may either revise the charge for the collision damage waiver referred to herein or cancel the collision damage waiver provided Trailer Wizards has given the Renter ten days (10) prior notice of its intention to either revise the charge for the waiver referred to herein or to cancel the waiver, and in the event that Trailer Wizards revises the charges applicable to the waiver referred to herein such that the amount payable is greater the Renter will pay to Trailer Wizards such increased amount within ten days (10) of being given notice of such increase. It is understood and agreed that the damage waiver referred to herein shall be void and have no effect and not be binding upon Trailer Wizards unless any damage which the Trailer suffers is reported to Trailer Wizards in writing within forty eight hours (48) of the damage becoming known and the Renter has provided any documentation required by Trailer Wizards and otherwise cooperates with the requirements of Trailer Wizards in respect to the investigation of and any action connected with recovering compensation for such damage. It is understood and agreed that the damage waiver referred to herein does not in any way apply to liability insurance, and the Renter, as herein provided, must provide the certificate of insurance referred to in clause 11 hereof. If the Renter at the time of taking possession of the trailer produces an insurance certificate as herein provided, the Renter will maintain in good standing throughout the term of the Rental Agreement the insurance evidenced thereby.

17. The Renter confirms that it has inspected each and every Trailer rented by it from Trailer Wizards and that each is in satisfactory condition and free from damage at the time of delivery, save and except any damage noted on the Rental Agreement at the time the Renter takes possession of the Trailer.

18. The Renter agrees to furnish at its own cost and expense all oils, lubricants, and other material necessary for the proper operation and maintenance of the Trailer.

19. Trailer Wizards shall not be liable to the Renter for any loss, cost, damage or expense of any nature or kind caused directly or indirectly by the Trailer or the use, ownership or maintenance thereof or for any loss of business or other damages whatsoever and howsoever caused and the Renter acknowledges that it has relied on its own knowledge experience and expertise in renting any Trailer.

20. Trailer Wizards makes no representation or warranty of any nature or kind with respect to any Trailer rented to the Renter, its condition, design, durability, operation, suitability or fitness for the use intended by the Renter, its freedom from liens and encumbrances, Trailer Wizards' good title thereto, nor as to any other matter or thing whatsoever, and the Renter confirms and acknowledges that it has not relied upon any representation or warranty.
21. The Renter shall unconditionally and without set-off or compensation pay the rent stipulated in any Rental Agreement even if the Trailer does not operate as intended by the Renter or at all or the Trailer operates or fails to operate or performs in a manner that otherwise would constitute a fundamental breach of contract or is unacceptable for any other reason whatsoever.
22. The Renter shall pay to Trailer Wizards:
 - a. rent at the rate prescribed in Trailer Wizards' Customer Rate Record as advised to the Renter and as amended from time to time;
 - b. all charges including estimated or actual mileage charges, estimated or actual hourly reefer or heater usage charges, insurance waiver charges;
 - c. all taxes levied against or based upon the value of the Trailer or its use or based upon the amount of rent and other charges to be paid which taxes include all taxes charges and fees save and except income taxes;
 - d. all costs and expenses including legal fees and disbursements on a solicitor/client, full indemnity basis incurred by Trailer Wizards in enforcing any of the terms, covenants, and indemnities provided herein or establishing a default of the Rental Agreement by the Renter;
 - e. interest at the rate of 26.82% per annum calculated on all amounts which are due to Trailer Wizards and which remain unpaid.
23. Trailer Wizards shall have the right at all reasonable times to inspect the Trailer and any parts thereof and any documents relating thereto to determine the condition of the Trailer and to determine whether the Renter has breached any covenant or condition of the Rental Agreement and the Standard Rental Terms. The Renter hereby grants right of access to the Trailer at any location and time for this or any other purpose.
24. The Renter will operate, use and maintain the Trailer at all times and maintain all records, logs and other materials in conformity with all applicable laws, orders, rules, regulations and directives of any government department, board, or regulatory authority.
25. The Renter will not use or operate the Trailer or permit the Trailer to be used or operated illegally or for any illegal purpose or contrary to any applicable law, regulation, order, rule or directive of any governmental department board or regulatory authority or contrary to any terms of any insurance policy in force in connection with the Trailer or in any way other than in a careful and prudent manner.
26. The Renter agrees to keep the Trailer free and clear of all seizures, forfeitures, liens, claims, privileges, debts, taxes, charges, pledges, encumbrances or adverse claims of any nature or kind whatsoever.
27. The Renter assumes liability for and will pay for any and all transgressions defaults, fines, penalties, or forfeitures incurred, suffered or asserted against Trailer Wizards or the Renter during the term of a Rental Agreement and will indemnify and hold harmless Trailer Wizards in respect to all legal fees costs and expenses incurred by Trailer Wizards in disputing or defending any such claim.
28. The Renter will not permit the Trailer to be operated or towed by any person other than the Renter its agents and employees each of whom the Renter warrants to be a careful dependable operator having all necessary currently valid licenses and permits to operate the Trailer and the power equipment used in connection therewith as required by law.
29. The Renter will not without the prior written consent of Trailer Wizards sublet or otherwise relinquish possession of the Trailer or any part thereof except for required or scheduled maintenance or as otherwise permitted pursuant to the Rental Agreement and these Standard Rental Terms.
30. The Renter may not assign any of its rights under the Rental Agreement.
31. This Rental Agreement may be assigned by way of security to the HSBC Bank Canada and/or CIBC and will then be subject to security agreements between Trailer Wizards Ltd. and HSBC Bank Canada and/or CIBC.
32. The Renter agrees to execute all such further documents and do all such further acts and things as Trailer Wizards may reasonably require for the purpose of registering this Rental Agreement at any registry or office of any

Government department, board or authority domestic or foreign so as to evidence and protect the interest of Trailer Wizards.

33. The Renter may not claim or attempt to claim any capital cost allowance or depreciation in respect of the Trailer.
34. The Renter agrees not to change its name or enter into any amalgamation, merger, or other corporate proceeding whereby its name shall change without at least thirty days (30) prior written notice to Trailer Wizards.
35. The following shall constitute default under the Rental Agreement and under these Standard Rental Terms:
 - a. the Renter fails to perform or observe any covenant condition or agreement to be performed or observed as required by the Rental Agreement and these Standard Rental Terms;
 - b. the Renter fails to make any rent payment or other payment required when due;
 - c. the Renter uses the Trailer in an abnormal manner likely to result in accelerated depreciation or damage;
 - d. the Renter purports to sell, assign, transfer or sublet, pledge, hypothecate, mortgage, charge or create a security interest in, or otherwise suffer a lien, encumbrance or other adverse claim of any kind upon or against any interest in the Rental Agreement or the Trailer without Trailer Wizards' prior written consent;
 - e. the Renter ceases to be in possession of the Trailer (save and except if the Trailer is parked at the premise of a customer of the Renter for the purpose of loading, unloading or destuffing);
 - f. the Renter becomes insolvent, bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a Trustee or Receiver or if a Trustee or Receiver of the Renter is appointed or if bankruptcy, reorganization, liquidation or insolvency proceedings are instituted against the Renter or at its instigation;
 - g. if the Trailer or any material part thereof is seized under any legal process or confiscated or sequestered or attached or if a distress is levied thereon;
 - h. if the Renter suffers the loss or suspension of any license permit or other operating authority required for the operation of its business or any part or it or the operation of the Trailer;

Trailer Wizards in good faith believes there are reasonable commercial grounds to consider itself insecure or that the prospect of payment or performance by the Renter under the Rental Agreement is about to be impaired or that the Trailer is about to be placed in jeopardy.

36. In the event of any default by the Renter under the Rental Agreement or these Standard Rental Terms, Trailer Wizards may at its sole discretion and election. The remedies referred to in this clause are not exclusive but are cumulative and are in addition to and not in substitution for any other remedies referred to in the Rental Agreement or the Standard Rental Terms or otherwise available to Trailer Wizards at law or in equity:
 - a. take possession of the Trailer and for that purpose enter any premise where the Trailer is located and may sell lease or otherwise dispose of the Trailer by public or private means and upon such terms and consideration as Trailer Wizards may accept and the Renter hereby waves and agrees not to make any claim for damages arising from or connected in anyway with such retaking of possession;
 - b. in the name of and as revocable appointed agent and attorney for the Renter and without terminating or being deemed to have terminated this Rental Agreement take possession of the Trailer and proceed to rent the Trailer to any other person firm or corporation on such terms and conditions and for such rental and for such period of time as Trailer Wizards may deem fit and receive such rent and hold the same and apply the same against any monies expressed to be payable from time to time by the Renter;
 - c. terminate this Rental Agreement and by written notice to the Renter require the Renter to forthwith pay to Trailer Wizards on the date specified in such notice as a genuine pre-estimate of liquidated damages for loss of bargain and loss of opportunity and not as a penalty the present worth of the aggregate of all unpaid amounts due hereunder as rental or otherwise to the expiration of the term of the Rental Agreement calculated by discounting such amounts at five percent (5%) per annum calculated monthly less the net amount received by Trailer Wizards on any sale lease or other disposition of the Trailer after deducting all costs and expenses including legal fees and disbursements based as a full indemnity of Trailer Wizards solicitor and own client costs.
37. The Renter shall not transport load or store in or on the Trailer any medical waste, hazardous waste, infectious materials, poison gases, radioactive materials, or explosives (hereinafter referred to as "extreme hazard materials"). In the event that Trailer Wizards determines that the Renter has used the Trailer for such purposes Trailer Wizards in its sole and absolute discretion may require the Renter to purchase the vehicle at one twenty-five percent (125%) of its fair market value which amount is a genuine pre-estimate of loss and damage suffered by Trailer Wizards as a result of its having to replace the Trailer so used and not as a penalty. Fair market value means the value determined by Trailer Wizards to be the value that would be obtained in an arms length

transaction between an informed and willing buyer and seller under no compulsion to buy or sell prior to the Trailers use for such purposes.

38. In the event the Trailer is damaged, contaminated, stained, soiled or tainted by extreme hazardous materials or any other substance the Renter shall promptly restore the Trailer to its condition on the deliver date as specified in the Rental Agreement and if the Trailer is decontaminated the Renter shall provide proof of such decontamination including without limitation the methodology and pre and post decontamination sampling results and Trailer Wizards in it's sole discretion and at the Renter's sole cost may have the Trailer inspected and tested for any hazardous substance or material.
39. If the Renter fails to restore any damaged, contaminated, stained, soiled, or tainted Trailer within seven (7) business days of Trailer Wizards making demand that it do so, Trailer Wizards may at its sole and absolute discretion require the Renter to purchase the Trailer at one hundred twenty five percent (125%) of its fair market value as herein before defined or Trailer Wizards may restore such vehicle and the Renter will pay to Trailer Wizards the entire cost of Trailer Wizards doing so. The requiring of the Renter to purchase the Trailer at more than its fair market value is not a penalty but a genuine pre-estimate of the loss and damage Trailer Wizards will suffer in connection with the loss of use of the Trailer.
40. Trailer Wizards shall not be liable for loss or damage to any property left stored or loaded in the Trailer or transported in or upon the Trailer and the Renter does hereby expressly waive all claims or demands for any such loss or damage including but not limited to loss of profits or other alleged consequential loss or damage which it may have had against Trailer Wizards and the Renter shall hold Trailer Wizards harmless against any and all such claims and demands against third parties.
41. If a claim is made against Trailer Wizards or its insurer arising out of the use and operation of a Trailer by the Renter the Renter shall cooperate in the defense of such claim or claims by providing written reports from its servants or agents pertaining to such claims and otherwise aid in the defense of such claims as may be reasonably required by Trailer Wizards and it's insurer and the Renter's insurer.
42. Upon termination of the Rental Agreement the Renter shall at its own expense and in a prudent manner immediately return the Trailer free of all liens, encumbrances, and adverse claims of every nature or kind to Trailer Wizards at the place of delivery or at such other location as Trailer Wizards shall designate and the Trailer shall be returned in the same condition as it existed at the commencement of the Rental Agreement, fair wear and tear accepted.
43. Time is of the essence in respect to a Rental Agreement and the failure of Trailer Wizards to insist upon strict performance of any of the terms and conditions of the Rental Agreement or these Standard Rental Terms shall not be deemed a waiver of any rights or remedies that Trailer Wizards may have and shall not be deemed a waiver of any subsequent breach or default of any such term or condition and no waiver by Trailer Wizards of any of its rights pursuant to the Rental Agreement or the Standard Rental Terms shall be effective unless it is in writing signed by Trailer Wizards.
44. If any provision of the Rental Agreement or these Standard Rental Terms is unenforceable or invalid for any reason whatsoever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of the Rental Agreement or the Standard Rental Terms and such invalid provisions shall be severable from the remainder of the Rental Agreement or these Standard Rental Terms and in the event that the provisions of the Rental Agreement or these Standard Rental Terms are invalid in a jurisdiction but valid in another jurisdiction the invalidity in a jurisdiction shall not in anyway negate or avoid the validity in any other jurisdiction.
45. The indemnities provided by the Renter to Trailer Wizards under the Rental Agreement and these Standard Rental Terms shall survive and continue in full force and effect after termination of the Rental Agreement, in whole or in part whether by effluxion of time or otherwise.
46. The terms of the Rental Agreement and these Standard Rental Terms shall be binding upon and enure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, executors and permitted assigns as the case may be.
47. Words importing numbers shall be deemed to include a greater or lesser number as the contexts so requires and words importing gender shall be deemed to include the other gender or the body corporate or politic and words importing the body corporate shall be deemed to include the body personal of either gender.

48. In the event that the Rental Agreement is executed by two or more persons as Renters, guarantors or covenanters the covenants and the agreements on the part of the Renter contained in the Rental Agreement and these Standard Rental Terms shall be and shall be deemed to be joint and several covenants.
49. The Renter acknowledges receiving a copy of the Rental Agreement and these Standard Rental Terms waives all rights to receive from Trailer Wizards a copy of any financing statement, financing statement (transition), or financing change statement to be filed at any time in respect of the Rental Agreement.
50. The Rental Agreement, the Trailer Wizards Customer Rate Record, and these Standard Rental Terms contain the entire agreement between the parties pertaining to the subject matter of the Rental Agreement. No agreements representations or understanding not specifically contained in the Rental Agreement or specified in these Standard Rental Terms shall be binding upon any of the parties to the Rental Agreement unless reduced to writing and signed by the party to be bound thereby. The terms covenants and conditions and other provisions of the Rental Agreement and these Standard Rental Terms may not be changed amended or modified except by an instrument in writing specifically purporting to do so and signed by the parties to be bound thereby and any amendment modification or addendum to the Rental Agreement or these Standard Rental Terms must be signed by a duly authorized corporate officer of Trailer Wizards and unless so signed shall not be binding on Trailer Wizards.
51. The Renter acknowledges and agrees that persons taking possession of a Trailer on the Renter's behalf is authorized to execute a Rental Agreement in respect to each Trailer.

The "Renter" _____ hereby acknowledges receipt of these Standard Rental Terms and that it has read and understands all the provisions herein and agrees that all the terms hereof form part of all Trailer Rental Agreements entered into by the Renter in respect to Trailers rented by it from Trailer Wizards.

Dated this _____ day of _____, 20__.

For the 'Renter'

Trailer Wizards Ltd.

Signed

Signed

Print Name

Print Name

Title

Title