

**Customer/Company Name** \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Postal Code \_\_\_\_\_

**PRIMARY BUSINESS**

Number of Years in Business \_\_\_\_\_ Estimated average weekly usage \$ \_\_\_\_\_

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**Principals**

Name \_\_\_\_\_ Home \_\_\_\_\_

Postal Code \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Home \_\_\_\_\_

Postal Code \_\_\_\_\_ Address \_\_\_\_\_

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**Invoicing Contact**

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Fax: \_\_\_\_\_

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**Bank Information**

Name \_\_\_\_\_ Address \_\_\_\_\_

Account Number \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Postal Code \_\_\_\_\_

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**Credit References**

1. Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

2. Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

3. Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

4. Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_

CREDIT AGREEMENT

This consent is given pursuant to Section 12 of the Credit Reporting Act

In connection with my or our application for credit, I/we hereby consent that *British Columbia Ferry Services Inc.* may conduct a credit investigation and obtain whatever information may be available from a credit reporting agency and may, from time to time, share or exchange this credit information concerning the customer with any credit reporting agency and credit bureau, or any person or corporation with whom the customer has or may have financial relations.

Upon acceptance of this application by *British Columbia Ferry Services Inc.*, this agreement becomes a binding contract between \_\_\_\_\_ and *British Columbia Ferry Services Inc.*

WITNESS: \_\_\_\_\_ APPLICANT SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ APPLICANT SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PERSONAL GUARANTEE

In consideration of *British Columbia Ferry Services Inc.* hereafter called *the Corporation*, granting credit to \_\_\_\_\_(hereafter called the Applicant) the undersigned hereby guarantee(s), jointly and severally, if more than one of them payment to *the Corporation* of all monies, past, present and future, owing to it by the Applicant, including all monies due for interest charges and expenses as provided in the account agreement made between *the Corporation* and the Applicant and declare(s) this to be a continuing and unlimited guarantee which shall apply to any number of transactions and shall remain in full force and effect notwithstanding any extensions of time, compromises or indulgences granted by *the Corporation*, to the Applicant, and it is hereby expressly agreed that *the Corporation* shall not be bound to exhaust any recourse it may have against the Applicant before enforcing its rights against the undersigned Guarantor(s). The Guarantor(s), convenants and agrees and acknowledges that he/she signs this Guarantee with full knowledge that it is a document intended to bind him/her to the repayment to *British Columbia Ferry Services Inc.*

In witness whereof I have hereunto affixed my signature at \_\_\_\_\_ City Province/State this, \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_

SIGNED BY THE GUARANTORS IN THE PRESENCE OF: (WITNESS)

Witness Name Address Guarantor Signature Print Name Guarantor Signature Print Name

ACCOUNT NO 

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(BCFC USE ONLY)

BRITISH COLUMBIA FERRY SERVICES INC.  
COMMERCIAL TRAVEL CARD ACCOUNT

NAME \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

FAX \_\_\_\_\_ TELEPHONE \_\_\_\_\_

NAME OF CONTACT FOR ACCOUNT ENQUIRIES \_\_\_\_\_

ENTER NUMBER OF CARDS REQUIRED @ \$2.50 PER CARD \_\_\_\_\_

**THE CUSTOMER NAME YOU WANT TO APPEAR ON ALL YOUR CARD(S) IS**

\_\_\_\_\_

*(Maximum 26 letters & spaces)*

EACH CARD WILL BE NUMBERED SEQUENTIALLY STARTING AT 01. YOU MAY ADD A LINE OF ADDITIONAL INFORMATION (VEHICLE NUMBER OR DRIVER NAME) TO EACH CARD BY COMPLETING THE FOLLOWING SECTIONS. IF THE FOLLOWING SECTIONS ARE NOT COMPLETED, NO ADDITIONAL INFORMATION WILL SHOW ON THE CARD.

CARD # 

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 (START WITH 01)

**ADDITIONAL INFORMATION ON THIS CARD ONLY**

*(Maximum 26 letters & spaces)*

CARD # 

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**ADDITIONAL INFORMATION ON THIS CARD ONLY**

*(Maximum 26 letters & spaces)*

CARD # 

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**ADDITIONAL INFORMATION ON THIS CARD ONLY**

*(Maximum 26 letters & spaces)*

CARD # 

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**ADDITIONAL INFORMATION ON THIS CARD ONLY**

*(Maximum 26 letters & spaces)*

Account Number \_\_\_\_\_  
(EFT)

## COMMERCIAL TRAVEL CARD AGREEMENT

This Agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_.

Between:

**BRITISH COLUMBIA FERRY SERVICES INC.**, of 500 – 1321 Blanshard Street  
Victoria, British Columbia, V8W 0B7

(hereinafter called the "Corporation")

of the first part

And:

\_\_\_\_\_

office at \_\_\_\_\_

\_\_\_\_\_

(hereinafter called the "Customer")

of the second part

### Customer Application

1. The Customer makes application to the Corporation for a Commercial Travel Card Account ("CTC Account") by signing this document.

### Application Acceptance

2. The Customer acknowledges that the Corporation Commercial Travel card or cards, which shall evidence the Corporation's acceptance of this application, remain the property of the Corporation and must be surrendered at the request of the Corporation.

### Care & Custody

3. The Customer agrees that the care, custody and use of any card issued to the Customer is the sole responsibility of the Customer.

### Indebtedness

4. Notwithstanding any other provision of this Agreement, the Customer shall be responsible for all indebtedness resulting from the use of the card or cards by the Customer or any other person using the card or cards until the loss or theft of the card or cards has been reported to the Corporation.

### Lost or Stolen Cards

5. The Customer must report lost or stolen cards to the Corporation as soon as possible.

### Notices or Reports

6. Notices or reports required by this Agreement may be made to the Corporation at its Head Office, as noted above. Receipts acknowledging notices will be given on request.

## **Additional Cards**

7. The Customer may apply for as many cards as its business requires. A charge of \$2.50 will be made for each card issued to the Customer.

## **Charges & Services**

8. The Corporation will accept the presentation of a card as proof of credit and will provide passage on its ferries in accordance with its normal terms of carriage, subject to the card cancellation terms hereof. The possession of a card does not entitle the Customer or its employees/representatives to any special treatment or preferences.

## **Receipt**

9. The Customer or user of the card will receive the normal cash register receipt to evidence presentation of a commercial travel card. The Customer acknowledges and agrees that the user of the card will not be required by the Corporation to sign any documents to substantiate authorization for the use of the commercial travel card.

## **Billing**

10. Charges to the Customer's account will be totalled and invoiced every seven (7) days electronically to the following email address: \_\_\_\_\_; If there is a change in such email address, it is the sole responsibility of the Customer to notify the Corporation immediately of such change. The Corporation may, in its discretion, deliver invoices by other means such as mail or courier.

## **Payment**

11. The Customer will settle each invoice within thirty (30) days of the invoice date, being the "Due Date". Payment by the Customer shall be weekly by way of electronic bank transfer and shall be made pursuant to the provisions of Schedule "A" endorsed by the Customer.

## **Interest and Bank Charges**

12. The Customer agrees to pay any Bank service charges, as well as interest on overdue balances at the rate of one and one-half percent (1½%) per month, or such other interest rate agreed to from time to time.

## **Charging Limit**

13. The Corporation shall establish a charging limit for the Customer in the discretion of the Corporation from time to time.

## **Withdrawal of Charging Privileges**

14. The Corporation may withdraw these charging privileges and/or take "Stop Transport" action without notice if the Customer's account is not kept current or if the charging limit is exceeded.

## **CTC Account Reinstatement**

15. If the herein charging privileges are withdrawn or cancelled by the Corporation, then any application by the Customer for reinstatement of its CTC Account shall be accompanied by payment to the Corporation of a charge of ONE HUNDRED (\$100.00) DOLLARS.

**Emergency Charge**

16. If the Customer's driver or representative arrives at the ferry terminal without the Customer's Commercial Travel Card, the Corporation will charge an emergency service fee of THIRTY (\$30.00) DOLLARS to the CTC Account of the Customer, which will appear on the regular weekly invoicing to the Customer. Unless the Customer has made specific arrangements with the Corporation, this emergency service will only be available for vehicles bearing the Customer name. Accordingly, if the Customer desires more than one firm name to be included in the Corporation's emergency service charge listing, then the Customer must make prior specific arrangements with the Corporation.

17. Charges/fees of the Corporation under clauses 7, 15, and 16, shall vary according to the current charges/fees structure of the Corporation from time to time.

**Tariff Changes**

18. It is understood and agreed that all formal changes in the TARIFF FARES, TERMS and/or CONDITIONS applicable from time to time to the Customer shall be deemed to amend the terms of this agreement.

**Credit Information**

19. The Customer hereby authorizes and consents to the receipt and exchange of credit information by the Corporation from time to time, including the share or exchange of credit information concerning the Customer with any credit reporting agency and credit bureau or any person or corporation with whom the Customer has or may have financial relations.

20. This Agreement shall benefit and bind the parties hereto and their respective successors and permitted assigns.

**Effective Date**

21. Upon acceptance by British Columbia Ferry Services Inc. by its endorsement below, the effective date of this Agreement shall be deemed to be the \_\_\_\_\_ day of \_\_\_\_\_, YEAR\_\_\_\_.

**Execution - Fax**

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. Copies of this agreement signed and delivered by fax (electronic facsimile) shall be deemed to be duly executed and delivered binding counterparts of this document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

\_\_\_\_\_  
Name of Customer

**BRITISH COLUMBIA FERRY SERVICES INC.**

\_\_\_\_\_  
Per Authorized Customer Signatory

\_\_\_\_\_  
Per Authorized Corporation Signatory

SCHEDULE "A" – CTC 30 Days Agreement

BRITISH COLUMBIA FERRY SERVICES INC.

**PRE-AUTHORIZED DEBIT (PAD) AGREEMENT – BUSINESS CATEGORY**

I/we authorize British Columbia Ferry Services Inc. , and the financial institution designated (or any other financial institutions I /we authorize at any time ) to begin deductions as per my/our instructions for our weekly invoices 30 days from each invoice date for payment of all charges arising under my/our BC Ferries account(s). Regular weekly invoices for the full amount of services delivered will be debited to my/our specified account each Friday 30 days after the invoice date. BC Ferries will provide 30 days written notice of the variable amount of each weekly debit in the way of an invoice. BC Ferries will obtain my/our authorization for any other one-time sporadic debits. **If for various reasons timing of weekly debits may be delayed I/We waive our right to a pre-notification period.**

This authority is to remain in full force and effect until British Columbia Ferry Services Inc. has received written notification from me/us of its change or termination. This notification must be received at least thirty (30) days before the effective date of the change or termination at the address provided below. I/we may obtain a sample cancellation form, or more information on my / our right to cancel a PAD Agreement at my/our financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).

British Columbia Ferry Services Inc. may not assign this authorization, whether directly or indirectly , by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain a form for reimbursement claim, or for more information on my/our recourse, rights, I/we may contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

**Please print:** \_\_\_\_\_ Date: \_\_\_\_\_

FULL CUSTOMER LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

FINANCIAL INSTITUTION (FI): \_\_\_\_\_

FI ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

ACCOUNT: \_\_\_\_\_  
(ACCOUNT NUMBER) (BANK NUMBER) (TRANSIT NUMBER)

SIGNATURES OF VALID SIGNING AUTHORITIES ON THIS BANK ACCOUNT - PLEASE ATTACH A VOIDED OR CANCELLED CHEQUE ON THE ABOVE ACCOUNT.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

If more than one signature is required on cheques issued against the account, please include specimens of the appropriate number of authorized signatures.

BRITISH COLUMBIA FERRY SERVICES INC.

Accounts Receivable  
500 – 1321 Blanshard Street  
Victoria, BC V8V 4V2  
Tel #: 250-978-1173

FAX #: 250-978-1109 Email: [AR@bcferries.com](mailto:AR@bcferries.com)