



6300 Hammond Bay Rd  
Nanaimo, BC V9T 6N2

Phone: 250-390-4111  
Fax: 250-390-6572  
Toll Free Phone 1-877-607-4111  
Email FinanceAR@rdn.bc.ca

### APPLICATION FOR CREDIT FOR SEPTAGE HAULERS

Business Name (Incorporated legal name)					
Doing Business As					
Address					
Email		Fax #		Phone #	
Limited Company		Partnership		Proprietorship	
Incorporation Certificate Number		Date Incorporated		Years in Business	
Principal Owner(s)		Controller			
Principal Owner(s)		A/P Contact			
Type of Business				Estimated Credit Required	\$
Bank Name & Address					

### Business Credit References

Reference #1

Company Name & Address		
<b>Email:</b>	<b>Fax #</b>	Phone #

Reference #2

Company Name & Address		
<b>Email:</b>	<b>Fax #</b>	Phone #

Reference #3

Company Name & Address		
<b>Email:</b>	<b>Fax #</b>	Phone #

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPLICANT MUST SIGN AND RETURN "TERMS OF CREDIT" AND EITHER THE "CORPORATE GUARANTEE" OR "PERSONAL GUARANTEE" BEFORE THE APPLICATION CAN BE PROCESSED.**

FOR OFFICE USE ONLY

Verified by	_____	Date	_____
Approved by	_____	Date	_____

**REGIONAL DISTRICT OF NANAIMO  
TERMS OF CREDIT AND PERSONAL GUARANTEE**

The applicant agrees to the following terms and conditions of credit:

1. Invoices are due within 30 days of the invoice date. Amounts outstanding 30 days after the invoice date will be charged interest at a rate of 1.25% per month.
2. Customer accounts in arrears after 30 days will be notified that payment is required within seven working days. Failure to remit may result in a rescinding of credit, account being charge locked at the facilities and/or a Licence suspension.
3. Upon full payment of all outstanding balances, credit privileges may be reinstated at the discretion of the Manager Accounting Services. Licence and access to facilities may be reinstated at the discretion of the Sewage Control Manager.
4. Should an account fall into arrears a second time and full payment is not received within seven working days after request, the account may be required to carry a credit balance prior to accessing the facilities.
5. Any variation or exception to the above must have the approval of the Manager Accounting Services
6. The undersigned hereby expressly consents to the Regional District of Nanaimo, or an agent thereof obtaining such reports containing credit or personal information regarding the undersigned from the undersigned's present suppliers, past, present or any future employer or from any other person or agency as the Regional District of Nanaimo or its agent may from time to time see fit in connection with this application. This consent is given pursuant to the Credit Reporting Act, R.S.B.C. 1979. *Please provide Credit References in the space provided.*

I/We \_\_\_\_\_ hereby accept the terms of credit on behalf of  
(Signing officer of company or owner – please print)

\_\_\_\_\_  
(Company Name – please print)

\_\_\_\_\_  
Signature of Signing Officer/Company Owner

\_\_\_\_\_  
Witness Signature

**PERSONAL GUARANTEE**

In consideration of the Regional District of Nanaimo extending credit to the corporation/partnership/proprietorship, in which I have a financial interest, known as \_\_\_\_\_, under the terms set out above, I/we hereby agree to pay to the Regional District of Nanaimo upon their demand any monies, including interest owing thereon, owed by the corporation/partnership/proprietorship to the Regional District of Nanaimo as a result of extending such credit, whether incurred before or after the date hereof and whether such liabilities are matured or not, , and that has not been paid by the corporation/partnership/proprietorship when due. This guarantee and agreement on my/our part shall extend to and ensure to the benefit of your successors and assigns and it is agreed that this guarantee shall be valid notwithstanding any change or changes in the name of the said corporation/partnership/proprietorship, or any change or changes in the membership of the Customer.

Dated at the City of Nanaimo this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

**Freedom of Information and Privacy Act**

Personal information contained on this form is collected and will be used only for the purposes of processing this application and enforcing the terms of the credit agreement and personal guarantee.

**CORPORATE GUARANTEE**

**TO:** Regional District of Nanaimo  
6300 Hammond Bay Rd.  
Nanaimo, B.C. V9T 6N2  
(the "RDN")

**FROM:** (name of corporate guarantor)  
  
(the "Guarantor")

In consideration of your advancing credit to \_\_\_\_\_ [Hereinafter called "the Company"] of \_\_\_\_\_ [address of company], at our request, to enable the **Company** to deposit liquid or solid wastes at a facility located within and operated by the Regional District of Nanaimo prior to payment of any charges for such deposit,

The undersigned hereby agrees with you as follows:

- a. **Landfill charges** means tipping fees or other charges imposed by the RDN with respect to the deposit or delivery of solid waste disposal or recycling facility operated by the RDN
  - b. **Septage charges** means fees or other charges imposed by the RDN with respect to the deposit or delivery of liquid wastewater from holding tanks to a waste disposal facility operated by the RDN
  - c. **Other charges** means fees or other charges for any goods or services provided by the RDN
1. The Guarantor hereby guarantees to the RDN and its successors and assigns, full and complete payment and performance by the Guarantor of all Landfill, Septage or Other charges which may be incurred by or on behalf of the **Company** in relation to the deposit of liquid or solid wastes at facilities owned and operated by the RDN.
  2. This Guarantee shall be in addition to and not in substitution for any other guarantee, which the RDN may now or hereafter hold in respect of the Landfill, Septage or Other charges.
  3. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the RDN may discontinue, reduce, increase or otherwise vary the credit extended to the **Company** and may grant time, renewals, extensions, releases and discharges from or otherwise deal with the **Company** as the RDN may see fit and the RDN may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with security including guarantees in such manner as the RDN may see fit, and the RDN may apply all monies received from the **Company**, the Guarantor or others or from securities or guarantees as the RDN may see fit.
  4. This guarantee shall be a continuing guarantee, and shall cover all liabilities for Landfill, Septage or Other charges which the **Company** may incur from time to time, notwithstanding that the amount of charges owing to the RDN may change from time to time or may at any time be reduced to zero.
  5. The Guarantor further agrees to indemnify the RDN against any loss that may result to the RDN from the advance of any credit to the **Company**.
  6. The liability of the Guarantor hereunder shall continue despite the bankruptcy or insolvency of the **Company**, and the Guarantor shall not be entitled to receive any dividend from the estate of the **Company** until such time as the RDN has been paid in full the amount owing to it for any Landfill, Septage or Other charges.

7. The RDN shall not be bound to exhaust its recourses against the **Company**, or any other party, nor to realize on any security granted to the RDN by the **Company** or any other party, nor notify the Guarantor of any act or default on the part of the **Company** before enforcing the provisions of this Guarantee.
8. The RDN shall not be required to inquire into the powers of the **Company** or any agents acting or purporting to act on its behalf.
9. The Guarantor, by executing this agreement, acknowledges that he/she is duly authorized to do so and to legally bind the **Company** thereby.
10. All debts and liabilities, present and future, of the **Company** to the Guarantor are hereby postponed to the liabilities of the **Company** to the RDN and all monies received by the Guarantor or any of the representatives or assigns of the Guarantor from the **Company** shall be received as trustee for the RDN to be paid over to the RDN.
11. This Guarantee shall ensure to the benefit of the RDN, its successors and assigns and shall be binding upon the Guarantor and its successors and assigns.
12. This Guarantee shall be absolute and nonconditional and shall be effective from the date of this agreement.
13. This Guarantee shall be governed and construed according to the laws of British Columbia.
14. The Guarantor will pay to the RDN any sum guaranteed under this Guarantee immediately upon receiving notice in writing from the RDN setting out the amount of the required payment. Such notice may be sent by registered or certified mail or by prepaid courier, address to the address of the Guarantor set out below or by delivering it personally to the Guarantor at the said address, and any notice sent by mail or by courier shall be deemed to be serviced on the Guarantor on the third business day following the mailing thereof.

DATED at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

For the Regional District of Nanaimo )  
Was hereunto affixed in the presence of: )  
 )  
\_\_\_\_\_)  
Manager, Accounting Services

For the Guarantor )  
Was hereunto affixed in the presence of: )  
 )  
\_\_\_\_\_)  
Name (please print) )  
 )  
\_\_\_\_\_)  
Signature )  
 )  
\_\_\_\_\_)  
Title

**REGIONAL DISTRICT OF NANAIMO**

ACCOUNTS RECEIVABLE DIVISION

CREDIT CHECK & AUTHORIZATION

**Authorization to be completed by applicant:**

I, \_\_\_\_\_ of \_\_\_\_\_  
OWNERS NAME COMPANY NAME

**Authorize the release of the following information to the Regional District of Nanaimo.**

\_\_\_\_\_

Signature

**This section to be completed by Reference:**

**DATE:** \_\_\_\_\_

**YOUR COMPANY NAME:** \_\_\_\_\_

1) How long has customer had an account with you? \_\_\_\_\_

2) What is their credit limit? \_\_\_\_\_

3) What is a "high" amount for the customer? \_\_\_\_\_

4) What are your company terms? \_\_\_\_\_

5) How does the customer pay? \_\_\_\_\_

6) Any record of NSF? \_\_\_\_\_

7) Describe briefly the type of service you provide to this customer.

\_\_\_\_\_

\_\_\_\_\_