Bobcat® of the ROCKIES

A DIVISION OF BERRY COMPANIES, INC.

COMMERCIAL ACCOUNT APPLICATION

Please mail or fax completed applications to:

Bobcat of the Rockies
4730 Oakland Street, Suite 500
Denver, CO 80239

Phone: 303-615-3140
Fax: 303-216-1393
Website: www.bobcatoftherockies.com

Please mail payments to:

Bobcat of the Rockies
P. O. Box 844216
Dallas, TX 75284-4216

GENERAL INFORMATION: Internal Use: Mail Code_____

Business Name (Full Legal Name) _____ **Fed Emp. Id#**_____

Billing Address _____

City _____ County _____ State _____ Zip+4 _____

Phone # _____ Fax _____ Cell # _____

Shipping Address (If Different From Billing Address) _____

City _____ County _____ State _____ Zip+4 _____

Nature of Business _____ In Business Since _____

BUSINESS TYPE: **Corporation** ( ) **LLC** ( ) **Municipality** ( ) **Educational** ( ) **Government** ( )

Incorporated State of _____ Date of Incorporation ____/____/____

Officer Name marissa bolton Title _____
First Middle initial Last

Officer Name _____ Title _____
First Middle initial Last

Officer Name _____ Title _____
First Middle initial Last

Partnership ( ) **LLP** ( ) **Other (specify)**_____

Partners:
Name marissa bolton Title _____ SS# 555-15-3468 Date of Birth 03/12/1972

Address (Street) _____ County _____ City _____ State _____ Zip+4 _____

Name _____ Title _____ SS# _____ Date of Birth ____/____/____

Address (Street) _____ County _____ City _____ State _____ Zip+4_____

Individual ( ) **Proprietorship** ( ) **Guarantor** ( )

Owner/Name _____ SS# _____ Date Of Birth ____/____/____
First Middle initial Last

Address (Street)_____ County _____ City _____ State _____Zip+4_____

Phone # _____ Fax # _____ Cell # _____

Monthly Statement Required: Yes ( ) No ( ) P.O. # Required: Yes ( ) No ( ) Taxable: Yes ( ) No ( ) **If No, Valid Certificate Must Be Attached.**

Accounts Payable Contact: _____ Phone # _____ E-Mail: _____

Have You Been In Business Before? Yes ( ) No ( ) If Yes, Specify _____

Are You A Customer Of Another Division Of Berry Companies, Inc.: If Yes, Please Indicate Where _____

Where did you hear about us?_____

This application has two sides. Please complete both sides.

INSURANCE COMPANY:
Name & Address _____

Phone # _____ Fax # _____ Policy # _____

Note: If you plan to utilize our rental services and do not wish to pay a physical damage waiver charge. Please have your insurance company forward a Certificate of Insurance covering rented or leased equipment with our company as " Certificate Holder" and named as loss payee or additional insured.

BANK REFERENCE:
Name _____ Contact Name _____

Address _____ City _____ State _____ Zip+4 _____

Phone # _____ Fax # _____ Account # _____

TRADE REFERENCES:
1> Name & Address _____

Account # _____ Phone # _____ Fax # _____

2> Name & Address _____

Account # _____ Phone # _____ Fax # _____

3> Name & Address _____

Account # _____ Phone # _____ Fax # _____

TERMS & CONDITIONS

The above information is for the purpose of obtaining a trade account and is warranted to be true. The undersigned represents that this application is for a trade account and that the account will not be used for personal, family or household purposes. In the event that the undersigned is a sole proprietor and/or the undersigned guarantees the obligations of the applicant by signing these terms and conditions or the Personal Guarantee Agreement below, the undersigned hereby authorizes the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the trade account represented by this application and the undersigned hereby knowingly consents to the use of such credit report consistent with applicable law.

The undersigned will be billed individually for each purchase made on the account with Bobcat of the Rockies, a division of Berry Companies, Incorporated. The undersigned agrees to pay the billed amount within 30 days of the date of the invoice (Net 30), unless otherwise stated on the individual billing. Payments may not be deferred. The undersigned agrees that, if the billed amount is not paid when due, unless otherwise stated on the individual billing, late-payment fees will be charged on the overdue balance at a periodic rate of 1.8% per month (21.6% ANNUAL PERCENTAGE RATE) for commercial trade accounts. The late-payment fee may be adjusted by the Company upon thirty (30) days written notice to the undersigned; the new fee will apply to all purchases made after the effective date of the adjustment. If the undersigned fails to pay the entire unpaid balance on the account when due, the Company may, without further notice of demand, exercise all rights and remedies available by law for the collection of the balance due on the account and that the Company reserves the option to exercise its lien rights at any time in accordance with applicable law to secure collection of amounts due. The undersigned will be liable for all expenses of collection, with or without suit, including all reasonable costs of collection, including but not limited to court costs, attorney fees and collections agency fees to the extent allowed under applicable state law. Liability hereunder shall be joint and several. The submission of this application or the allowance of the undersigned or the applicant to utilize a trade account with the Company does not guarantee or give the undersigned or the applicant the right to utilize a trade account in the future. The Company may in its sole and absolute discretion extend or withdraw the ability of the undersigned or the applicant to utilize a trade account at any time, with or without notice.

The undersigned expressly provides irrevocable consent and agrees that all suits for breach of the agreement, or for default in payment, or for any dispute arising hereunder, shall be subject to the laws of the State of Colorado. The undersigned hereby submits to the nonexclusive jurisdiction of the United States District court for the State of Colorado, or any Colorado state court sitting in Jefferson County for the purposes of any dispute arising under the agreement or the transactions contemplated hereunder.

Note: DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY.

(Company Name) _____

Signature _____

Your Name (Please Print) _____ Title _____ Date ____/____/____

Personal Guarantee Agreement:
In consideration of a trade terms being extended by the Company, I/We certify the truthfulness of the statement appearing above, and I/we guarantee and bind ourselves to the payment of all amounts purchased or now owing. If trade terms are extended to a corporation in which we, or either of us, or I am an officer, or in which an interest exists, I/We will personally guarantee the payment of all charges extended to said corporation. The undersigned hereby authorizes the company and/or affiliates to obtain a consumer credit report in order to evaluate creditworthiness in connection with the extension of a trade account. This guarantee may only be revoked by written notice to the Company served via certified or registered mail, and any such revocation shall become effective 30-days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment of indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest, costs, and such reasonable attorneys fees shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein.

Signature _____ Date ____/____/____ _____
(Individual-Complete Section 4 on front page.) **Witness**

Note: The Federal Equal Credit Opportunity Act prohibits creditor from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant in good faith exercised any right under the Consumer Protection Act. The Federal Agency that administers compliance with this law concerning this credit is the Federal Trade Commission, 1405 Curtis St., Suite 2900, Denver, CO. 80202.