



**K.C. Bobcat**



**Bobcat**  
of Springfield



**Bobcat**  
of Joplin



**Bobcat**  
of St Joe



**Bobcat**  
of Sedalia

**COMMERCIAL CREDIT ACCOUNT APPLICATION**

<b>Please mail or fax completed applications to:</b> K.C. Bobcat, Attn: Credit Coordinator 1450 SE US 40 Hwy Blue Springs, MO 64014	Phone: 816.295.6198 Fax: 816.988.7044 Web: kcbobcat.com	<b>Please mail payments to:</b> K.C. Bobcat P.O. Box 844511 Dallas, TX 75284-4511
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**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) \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip+4 \_\_\_\_\_

Nature of Business \_\_\_\_\_ In Business Since \_\_\_\_\_

**Business Type:**  Corporation  LLC  Municipality  Educational  Government

Incorporated State of \_\_\_\_\_ Date of Incorporation \_\_\_\_/\_\_\_\_/\_\_\_\_ Fed. Emp. Id# \_\_\_\_\_

Officer Name \_\_\_\_\_ Title \_\_\_\_\_  
First Middle Initial Last

Officer Name \_\_\_\_\_ Title \_\_\_\_\_  
First Middle Initial Last

Officer Name \_\_\_\_\_ Title \_\_\_\_\_  
First Middle Initial Last

Partnership  LLP  Other (specify) \_\_\_\_\_

Partners Fed Emp. Id# \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip+4 \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip+4 \_\_\_\_\_

Individual  Proprietorship  Guarantor

Name \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip+4 \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Nature of Business \_\_\_\_\_ In Business Since \_\_\_\_\_

Monthly Statement Required  Yes  No P.O. # Required  Yes  No Taxable  Yes  No If No, Valid Certificate Must be Attached

Accounts Payable Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

Would you like to have your statement/invoice mailed to you?  Yes  No

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: \_\_\_\_\_

<b>Insurance Company</b>			
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.			
<b>Bank Reference</b>			
Name _____		Contact Name _____	
Address _____		City _____	State _____ Zip+4 _____
Phone _____	Fax _____	Account# _____	
<b>Trade References</b>			
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. By the signature of the undersigned (officer, principal, owner, or partner), the undersigned hereby authorizes Berry Companies, Inc. and its subsidiaries, affiliates, and divisions (the "Company") to whom this application is made to complete an investigation of the applicant's and the undersigned's credit history, including but not limited to, obtaining a consumer credit report in order to evaluate creditworthiness in connection with the extension of a trade account. 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 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 Berry Companies, Inc. and/or its subsidiaries, affiliates, and divisions (the "Company"). The undersigned agrees to pay the billed amount before the 10th of the month following the month of the purchase (Net 10th Prox) unless otherwise stated in the individual billing. Payments may not be deferred. The undersigned agrees that if the billed amount is not paid on the last day of the month following the month of purchase 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 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 collection expenses, with or without suit, including all reasonable collection costs, including but not limited to court costs, profit loss, attorney fees, loss of use, interest accrued, 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.

This agreement shall be governed by the laws of the State of Kansas or Missouri. The appropriate court will be determined by the location of the branch store within those states, but unless the undersigned is a "consumer" with the meaning of the Kansas Consumer Protection Act (K.S.A. 59-623, et seq.) as may be in effect from time to time ("KCPA"), the provisions of the KCPA shall NOT apply to this agreement or the parties hereto.

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

Signed (Company Name) \_\_\_\_\_ Signature \_\_\_\_\_  
 Your Name (Please Print) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Personal Guarantee Agreement:** In consideration of 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 are an officer or in which an interest exists to this signer or company, I/We will personally guarantee the payment of all charges extended to said corporation. 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 attorney's fees and interest shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein.

Witness \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Individually - Complete Section 4 on Front Page)

Note: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or 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.