



K.C. Bobcat



Bobcat
of Springfield



Bobcat
of Joplin



Bobcat
of St Joe



Bobcat
of Sedalia

COMMERCIAL RENTAL ACCOUNT

Please mail or fax completed applications to:

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

Please mail payments to:

K.C. Bobcat
P.O. Box 844511
Dallas, TX 75284-4511

Customer # _____ Individual () Proprietorship () Guarantor () Tax Exempt: Yes () No ()

Owner/Name: _____ Date of Birth: ____ / ____ / ____

Company Name: _____ Email: _____

Address: _____ County: _____ City: _____ State: _____

Zip+4: _____ Phone: _____ Cell: _____

Office Phone: _____ AP Contact Name: _____ AP Email: _____

Credit Card Number: _____ Expiration Date: _____

Rental payments are due in advance. Charges for rental will be charged at the end of the previous rental period until the rental is returned. Authorization can be terminated in writing at any time by either party. K.C. Bobcat may exercise repossession of equipment if advance payment is not received by the due date. If approval of your payment cannot be obtained and other arrangements have not been made with the consent of the Rental Manager, you are required to return the equipment immediately upon demand, or you acknowledge that repossession charges can accumulate with interest and other such fees. A copy of your driver's license will be required on all rentals.

I hereby authorize Berry Companies, Inc DBA K.C. Bobcat to automatically debit my credit card account number for charges incurred to occur and in connection with all invoices associated with this account. I also agree to hold Berry Companies, Inc. DBA K.C. Bobcat harmless from all liability as a result of its activities in connection with such transactions.

TERMS & CONDITIONS

The above information is for the purpose of obtaining a trade account and is warranted to be true. 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 agrees to make the whole or full payment with the authorized credit card on file at the time of the rental and or prior to subsequent billings. The undersigned will be billed individually for each rental on the account with KC Bobcat, a Berry Companies Incorporated Division. When applicable, a new credit card may replace the current credit card on file; however, a new Credit Card Authorization Form must be completed before the replacement card can be used as a payment form. Any alternative payment methods, such as checks, cash, or electronic transfers, will not be considered valid and shall not be accepted by the Seller. The Company will not extend any credit or allow any deferred payment options to the undersigned. 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). In addition, the undersigned agrees that if the billed amount is not paid when due, the Company is authorized to reclaim the goods at the undersigned's future expense. The Company may adjust the late payment fee upon thirty (30) days written notice to the undersigned; the new fee will apply to all rentals made after the adjustment's effective date. If the undersigned fails to pay the entire unpaid balance on the account when due (per the NET 10th Prox in Rental Agreement), 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 the suit, including all reasonable collections 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, 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. Liability hereunder shall be jointly and several.

The undersigned expressly provides irrevocable consent and agrees that all suits for breach of the agreement, default on payment, or any dispute arising hereunder shall be subject to the laws of the State of Kansas or Missouri. The determination is based on the location of the branch store. The undersigned hereby submits to the nonexclusive jurisdiction of the United States District Court for the State of Kansas or Missouri or any state court appropriate for the local company branch for the purposes of any dispute arising under the agreement or the transactions contemplated hereunder.

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: _____ Witness: _____

Your Name (Please Print): _____ Title: _____ Date: _____