



**Jersey Village** | 281.477.8646  
18340 Northwest Fwy

**Bryan** | 979.589.1011  
9640 E State Hwy 21

**Baytown** | 281.640.3001  
7557 Bay Ten Ln

**Pearland** | 713.413.2200  
14525 Almeda School Rd

**Rosenberg** | 281.845.2450  
4725 Business Park Dr

**La Marque** | 281.640.3002  
320 Delany Rd

**Conroe** | 936.890.6790  
4209 N Frazier St

Applicant's Business Information																
Individual or Company Legal Name							DBA Name									
Business Address, City, State, Zip (No P.O.)																
Equipment Location (If different from above)																
Email Address						Business Phone					Business Fax					
Cell Phone			Contact Name				Title				Existing Doosan Customer?					
Bankruptcy Ever Filed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, when:	Business Status	Sole Prop	<input type="checkbox"/>	Corp	<input type="checkbox"/>	LLC/LLP	<input type="checkbox"/>	Govt.	<input type="checkbox"/>	Tax Exempt	<input type="checkbox"/> Y <input type="checkbox"/> N	Year Business Started	Ownership Since	Own or Rent Home?
Monthly amount mortgage/rent				Monthly income				Federal Tax ID or SSN								
New in Business (First Time Buyer?)		<input type="checkbox"/> Yes <input type="checkbox"/> No		If New in Business - Number Years Equipment Operating Experience				Nature of Business								
Nearest relative name and phone number																

Ownership Information for Applicant (if more than two, copy form and complete for each)						
Principal #1 Name		SSN:		Date of Birth		Providing Guaranty
						<input type="checkbox"/> Y <input type="checkbox"/> N
Complete Address						Ownership %
Principal #2 Name		SSN:		Date of Birth		Providing Guaranty
						<input type="checkbox"/> Y <input type="checkbox"/> N
Complete Address						Ownership %
Applicant(s) Initial						

Credit Reference Information					
Bank Name	Lender/Trade Reference	Account Type	Account Number	Contact Name	Phone Number

Applicant Signatures					
Owner #1 of Applicant - Print Name		Owner #1 Signature		Date	
Owner #2 of Applicant - Print Name		Owner #2 Signature		Date	

The above information is for the purpose of obtaining a trade account and is warranted to be true. By the signature of the undersigned, the undersigned hereby authorizes Berry Companies, Inc. and/or 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 on the undersigned from time to time in connection with the extension or continuation of the trading account represented by this application. The undersigned hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act. 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.

The undersigned will be billed individually for each purchase made on the account with Berry Companies, Inc. and/or its subsidiaries, affiliates, and division (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 1.5% per month (18% 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 expenses of collection, with or without suit, including all reasonable costs of collections, interests, including but not limited to court costs, attorney’s fees, and collection agency fees, and any third-party fee deemed reasonably necessary to obtain payment to the extent allowed by state law. Liability hereunder shall be joint and several.

The submission of the 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 at its sole and absolute discretion extend or withdraw the ability of the undersigned or the applicant to utilize a trade account with or without notice. This agreement shall be governed by the laws of the State of Texas.

**CASH PAYMENTS:** The undersigned agrees to make the full payment with an 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 Bobcat of Houston, 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 utilized as a form of payment. Any alternative payment methods, such as checks, cash, or electronic transfers, will not be considered valid and shall not be accepted by the Seller when cash is the original method of payment. 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 (18% 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 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 rentals 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 the suit, including all reasonable collections costs, including but not limited to court costs, attorney fees, interest accrued, collections agency fees, and any third-party expenditures to collect 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.

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 Texas. The undersigned hereby submits to the nonexclusive jurisdiction of the United States District Court for the State of Texas, or any Texas state Court 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. BY SIGNING YOU AGREE THAT YOU HAVE READ AND UNDERSTAND AND ACKNOWLEDGE THIS AGREEMENT.**

Company Name			
Signature		Your Name (Please Print)	
Title		Date	