

PLEASE EMAIL OR FAX BACK TO:

BILLING@BIRCHEQUIPMENT.COM

(360) 734-6873

COMPLETED & SIGNED



FOR BEC USE ONLY	
DATE OPENED	INITIALS
CUSTOMER ID	CREDIT LIMIT
COMMENTS	

ADMINISTRATIVE OFFICE:

PO Box 30918 / Bellingham, WA 98228-2918

Ph: (360) 734-5744 / Fax: (360) 734-6873

<input type="checkbox"/> Name Change		CREDIT APPLICATION	
COMPANY NAME		BUSINESS PHONE #	
STREET ADDRESS		FAX #	
CITY, STATE, ZIP	WEBSITE	E-MAIL	
MAILING ADDRESS		JOB SITE PHONE #	
CITY, STATE, ZIP		FAX #	
SUBSIDIARY OF ANOTHER COMPANY?	UBI #	MOBILE #	
BUSINESS TYPE/DATE ESTABLISHED	CONTRACTOR'S LICENSE STATE _____ NUMBER _____ EXP. DATE _____		
FEDERAL TAX ID			
BIRTHDATE	FORM OF ORGANIZATION <input type="checkbox"/> CORPORATION <input type="checkbox"/> LIMITED LIABILITY CO <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL		
DRIVER'S LICENSE #			
SOC. SEC. #			
CERTIFICATIONS (Check all that apply) <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadvantaged Business (SDB) <input type="checkbox"/> Woman Owned Small Business (WOSB) <input type="checkbox"/> Indian Tribe/Alaska Native Tribe Affiliate <input type="checkbox"/> HUB Zone Small Business <input type="checkbox"/> Veteran Owned Business <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> WMBE <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)			
Certifying Agency(ies) _____ Please list states have awarded your MBE, WBE and/or DBE certifications _____ <input type="checkbox"/> Third Party Certification WBE <input type="checkbox"/> WBENC <input type="checkbox"/> NWBOC			
NAICS Codes _____			
PURCHASE ORDER REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO INVOICES EMAILED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DO YOU WANT AUTHORIZED SIGNERS ON THIS ACCOUNT? (IF YES PLEASE LIST BELOW) <input type="checkbox"/> YES <input type="checkbox"/> NO	
ACCOUNTS PAYABLE CONTACT NAME	E-MAIL	AUTHORIZED NAME #1	
PHONE #	FAX #	AUTHORIZED NAME #2	
		AUTHORIZED NAME #3	
MATERIAL SUPPLIER TRADE REFERENCES			
1. COMPANY NAME		PHONE #	
2. COMPANY NAME		PHONE #	
3. COMPANY NAME		PHONE #	
INFORMATION SUBMITTED IS TRUE AND CORRECT AND APPLICANT/AGENT HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS SIGNATURE BELOW VERIFIES THAT ALL INFORMATION IS TRUE AND CORRECT. Applicants' or agents' signature on this form signifies acceptance to all "Rental Contract and Credit Terms". Signature below represents personal guarantee of payment under these terms. Person signing must be authorized to do so.		DELIVERY AUTHORIZATION (optional) I hereby authorize Birch Equipment to deliver, as we may from time to time request, to jobsites without one of our authorized representatives present. We understand that it is our responsibility to make sure that all users of the equipment are familiar with using it. We will make sure that they have read and understand the operation instructions (powered equipment) or assembly instructions (scaffolding). Any equipment or scaffolding delivered under this authorization shall be rented pursuant to Birch Equipment standard terms. This authorization remains in effect until rescinded in writing by one of our authorized agents.	
PRINT OR TYPE APPLICANT/AGENT NAME			
APPLICANT/AGENT AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
SIGNATURE REQUIRED ON BOTH PAGES OF CREDIT APPLICATION TO BEGIN PROCESSING :: Page 1 of 2			
www.birchequipment.com			
Rev 10/14			

RENTAL CONTRACT AND CREDIT TERMS AND CONDITIONS

The parties agree that the personal property has been inspected by the Lessor and personally examined by the Lessee at the time of delivery, and said property was found to be full of fuel, clean and accepted by Lessee to be in good and serviceable condition.

The rental price is F.O.B. (Lessor's rental yard). Any delivery or pickup charges will be charged at the current vehicle/driver rates per hour.

Only the parties hereto and employees of the Lessee are authorized to use said personal property. The Lessee will be responsible to see that the Leased personal property is used by a licensed person, if the law requires a license, or if no license is required that the operator is qualified to operate the leased personal property. Lessee will not permit said leased personal property to be used by any other person or at any address other than the location designated hereon without express consent of the Lessor.

Lessee is liable for any breakage, damage or excessive use on all leased personal property. The Lessee is required to provide insurance on all rental equipment. At Lessor's request, Lessee may be required to provide appropriate current insurance certification.

Lessee agrees to indemnify and hold harmless the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased personal property during the rental period or while the property is in the possession or control of Lessee. This includes the loading and unloading of the unit upon delivery or pickup. Lessor shall not be liable for any claim by any third party and Lessee will indemnify and hold harmless there from.

Lessor shall not be liable in any event to Lessee for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof.

Lessee is required to use and maintain in serviceable condition all safety attachments and gear as required by local, state and federal laws.

In the event that the leased personal property becomes unsafe, over-heated, or in a state of disrepair, the Lessee will cease using immediately and notify Lessor of fact.

Lessee is responsible for daily inspection and maintenance of fluid levels as specified by manufacturer's specifications.

Lessor retains the right to recover the leased property at any time if Lessee fails to comply with any terms or conditions of this contract.

Rental billings shall be calculated as follows:

DEFINITION:

1 day = up to 8 hours in a 24 hour period
1 week = up to 40 hours in a 7 day period
1 month = up to 160 hours in a 28 day period

Additional shifts will result in additional charges and should be approved prior to rental.

PROCEDURE:

- 1) Rental period less than 1 week. Lessee shall be charged daily rate unless the weekly rate is less. If less, then Lessee will be charged the weekly rate.
- 2) Rental period more than 1 week, but less than 1 month. Lessee shall be charged the weekly rate unless the monthly rate is less. If less, Lessee will be charged the monthly rate.

The lessee will be expected to return Leased personal property full of fuel or be charged at Lessor's retail price of fuel. The Lessee will also

be expected to return leased personal property clean or be charged at the current cleaning labor rate.

The Lessee will not retain the leased personal property beyond the return date without prior notice to and consent of Lessor thereto. Leased personal property overdue one (1) week will be considered stolen property. The maximum interest rate allowable will be charged per month on accounts overdue by thirty (30) days. Lessee agrees that venue for any civil lawsuit shall be in Bellingham, Whatcom County, Washington.

In the event that Lessor must resort to litigation to collect any money due on this account, or to recover damage costs to personal leased property, Lessee agrees to pay attorney fees, court costs, and other costs of collection. Lessee agrees that venue for any civil lawsuit shall be in Bellingham, Whatcom County, Washington.

Payment terms are net ten (10) days of invoice date.

Applicant is either Corporation, Partnership, Individual Proprietor, or Individual and undersigned is Officer, Partner, Authorized person thereof and is authorized to make the application and to certify that the above statements are true. In the event applicant becomes delinquent in their account, applicant agrees that **Birch Equipment Rental & Sales** shall have the right to bring suit against the applicant and if this occurs applicant agrees to pay the costs of collection, including reasonable attorney fees in suit by **Birch Equipment Rental & Sales** or assigns for the merchandise sold to the applicant on credit subsequent to the date hereof. Applicant further agrees that venue of any suit may be held in Whatcom County, Washington. Applicant further agrees to give **Birch Equipment Rental & Sales** permission to make inquiry on financial and related matters at applicant's bank, bonding company or lending firm, and authorizes such firms to give same to **Birch Equipment Rental & Sales** (it is agreed invoices will be paid by due date or a 1 1/2% per month late charge is acceptable). Payment terms are net ten (10) days of invoice date. These Terms and Conditions also serve as the Lessor's objection to and rejection of any terms and conditions included in Lessee's forms that are different from or additional to these Terms and Conditions.

Corporate Guarantee: The undersigned being an officer/director/shareholder/agent of the applicant corporation does hereby agree to the terms and conditions and assumes personal responsibility of payment of said corporation's account, and guarantees in full that said account will be promptly paid.

SIGNATURE BELOW VERIFIES APPLICANT/AGENT HAS READ, UNDERSTOOD AND ACCEPTS ALL RENTAL CONTRACT TERMS

PRINT OR TYPE APPLICANT/AGENT NAME

APPLICANT/AGENT AUTHORIZED SIGNATURE

DATE