



Credit Application

Completed and signed applications should be emailed to billing@birchequipment.com for processing

Full Company or Individual Legal Name			Primary #		
Primary Contact			General Email		
Physical Address			Mobile #		
City	State	Zip	Email(s) for Birch's Fleet Updates (specials, giveaways)		

Mailing Address			Form of Organization: Circle One		
City	State	Zip	Corporation	Limited Liability Corp.	Partnership

Subsidiary of another company?	WA UBI	Federal Tax ID Number:
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WA Contractor's License #/Exp Date	Certifications: Circle all that apply			
Driver's License #	Small Business	SDB	WOSB	Indian Tribe/Native Affiliate
Soc Sec #/DOB	Hub Zone Small Business	Veteran Owned Business	DBE	Other
NAICS Codes:	Certifying Agencies			

Account Preferences: Circle Yes or No

PO Required	Yes	No	Authorized Signer #1	Authorized Signer #2
Jobsite Required	Yes	No	Authorized Signer #3	Authorized Signer #4
Invoices Emailed	Yes	No	Email address for invoices/statements:	Do you want Payment Portal access?
AP Inquiry Name			AP Inquiry Email/Phone	

*Statements are emailed out as a courtesy to the AP address on file each month

Supplier Trade References:

Company Name	Email
Company Name	Email
Company Name	Email

BEC Use Only:	<p>IN ORDER TO PROCESS CREDIT APPLICATION A SIGNATURE ON PAGE 2 ACKNOWLEDGING AND ACCEPTING BIRCH EQUIPMENT'S TERMS AND CONDITIONS IS REQUIRED.</p>		
Date Opened:		Administrative Offices	
Customer ID:		PO Box 30918, Bellingham WA 98228 (Ph) 360-734-5744 www.birchequipment.com	
Credit Limit:			

BIRCH EQUIPMENT CREDIT TERMS AND CONDITIONS

The parties agree that the personal property has been inspected by the Lessor (Birch) and personally examined by the Lessee (Customer) 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.

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

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 Lessor 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 Lessor 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 Lessor 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 Lessor (it is agreed invoices will be paid by due date or a 1 1/2% per month late charge is acceptable).

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. Lessee acknowledges that the Rental Agreement terms and conditions may change over time and agrees to be bound by such terms and conditions in use at the time of each rental or sales transaction in the jurisdiction where the purchase or rental occurs. For the benefit of credit extension you agree to make all payments in cash, ACH/EFT or check; if Birch provides approval for payment by credit card, then you acknowledge that a payment made with a credit card may be subject to a convenience fee. Lessor reserves the right to file preliminary notices for work done in states where these notices are required by state law in order to protect our lien rights. The terms and conditions of the Rental Agreement are incorporated herein by reference and constitute a part of this Credit Agreement and guaranty, regardless of whether the Rental Agreement is executed by an authorized representative of Applicant or the undersigned. A copy of the current terms and conditions of the Rental Agreement is available upon request.

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. (initials) _____

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 BIRCH EQUIPMENT CREDIT TERMS AND ALSO AGREES TO BE BOUND BY BIRCH'S RENTAL AGREEMENT TERMS AND CONDITIONS.

Signature _____

Printed Name _____ Date: _____