



www.berrymaterial.com
A DIVISION OF BERRY COMPANIES, INC.

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3037 S Centennial Rd / 785.825.5151
Fax 785.825.5159

TOPEKA, KS 66608
1300 NW US Hwy 24 / 785.228.2225
Fax 785.228.2226

GARDEN CITY, KS 67846
3830 W Jones / 620.277.2290
Fax 620.277.2356

APPLICATION FOR COMMERCIAL ACCOUNT

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, 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 programs or because the applicant has in good faith exercised any right under the consumer Credit Protection Act. The federal agency that administers compliance with the law concerning the creditor is The Federal Trade Commission, 1405 Curtis St., Suite 2900, Denver, CO. 80202.

Return by fax to: (316) 946-9627 or kstuhlsatz@berrymaterial.com

Proprietorship [] Partnership [] Corporation [] LLC or LLP [] Municipality [] Gov't Agency [] S-Corporation []

SECTION 1: BUSINESS NAME (full legal name):

BILLING ADDRESS: Street and/or PO Box # City County State Zip Code+4

SHIPPING ADDRESS: Street and/or PO Box # City County State Zip Code+4

PHONE #: FAX#: Cell #:

E-MAIL: FED ID #: State of Organization: Date Incorp:

In Business Since: Nature of Business: Credit Amount Requested:

SECTION 2 Individual / partnership or LLC (list partners &/or members) (list additional members/partners on separate sheet)

* Name & Title: DOB Social Sec#:

Home Address: City: State: Z.C.:

Phone #: Spouses Name: Social Sec #:

* Name & Title: DOB Social Sec #:

Home Address: City: State: Z.C.:

Phone #: Spouses Name: Social Sec#:

SECTION 3: Accounts Payable Contact: Phone No.:

Do you want stmt and/or invoices sent via e-mail? E-address:

Require a month-end stmt? [] YES [] NO Are you tax exempt? (attach certificate) [] YES [] NO

Require purchase order? [] YES [] NO Ever Taken Bankruptcy? [] YES [] NO

Have you been in business before? [] YES [] NO If yes, under what name:

Are you a Customer of another division of Berry Companies, Inc? If Yes, please indicate division:

INSURANCE COMPANY

(if you will be renting or leasing equipment a certificate for physical damage coverage must be sent to our office)

Name: Agent:

Address: Street/PO Box City State Zip Code

PH#: Fax#: Policy #:

BANK REFERENCE

Name: _____ Contact: _____ Loans: yes no
Address: _____ City: _____ State: _____ Z.C. _____
PH#: _____ FAX#: _____ C/A#: _____

TRADE REFERENCES

1) Name & Address: _____
Account #: _____ PH#: _____ FAX#: _____
2) Name & Address: _____
Account #: _____ PH#: _____ FAX#: _____
3) Name & Address: _____
Account #: _____ PH#: _____ FAX#: _____

The undersigned authorizes Berry Companies, Inc. and/or its subsidiaries, affiliates and divisions (the "Company") or its designee, assignee or potential assignee, to run a full investigation of your credit history including, but not limited to, obtaining a consumer credit report. The undersigned also authorizes the above named bank(s), financial institution(s) or trade reference(s) to release such information as is necessary to establish credit with the Company or their designee, assignee or potential assignee. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal, or extension of such credit or additional credit and for reviewing or collecting the resulting account. Applicant hereby authorizes the Company to execute and file on behalf of the applicant any such UCC financing and continuation statements as the Company deems necessary to perfect its and/or its Assignee's security interest in any purchase(s) made to the applicants account. Customer will promptly advise Creditor of any change of Customer's name or business nature, location, and business openings and closings. Customer expressly agrees to make payment in full to the Company for the purchases in accordance with the Company's invoice(s). Should Customer default in any such payment Customer expressly agrees to pay a late charge on any amounts in default at the maximum rate permitted by law, and, at the company's option, all amounts owed you by Customer shall become immediately due and payable. Customer agrees to pay actual attorney's fees and costs as well as the cost of investigation and collection agencies, if any part of this account is past due, whether or not court action is taken or a judgment rendered. This agreement shall be construed under the laws of the State(s) in which the distributor is licensed to conduct business, and if legal action is brought to enforce this Agreement, that State shall be the exclusive jurisdiction and legal venue for said action. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Creditor, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Creditor and Customer. Liability hereunder shall be joint and several. **DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT IN ITS ENTIRETY.** A PHOTOSTAT OR FACSIMILE COPY OF THIS AUTHORIZATION SHALL BE VALID AS THE ORIGINAL. I/We affirm my/our identity as the respective individuals identified in the above application and certify that all the statements contained herein are true and correct as of the date indicated.

SIGNATURE: _____ TITLE _____ DATE: _____
(owner/principle/officer or partner)
SIGNATURE: _____ TITLE _____ DATE: _____
(owner/principle/officer or partner)

PERSONAL GUARANTY

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, 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. 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.

Guarantor waives any right to receive disclosures of the debtor's financial condition and risk. Further, guarantor assumes all responsibility for staying advised as to the principal debtor's financial condition. The Creditor retains the right to modify, change, or extend credit terms or conditions without specific notification of the guarantor and without receiving the guarantor's consent.

The undersigned agrees to Berry Material Handling, div of Berry Co., Inc., conducting the customary credit investigation, and by placing their signature upon this guaranty it will serve as written authorization for release of any personal credit experience and banking information requested and necessary to conduct a thorough credit evaluation.

By: _____ Date _____ Signature (individual) _____ Date _____
Printed Name: _____ Printed Name: _____

(MUST COMPLETE SECTION 2 ON PAGE 1