

CREDIT APPLICATION AND AGREEMENT

REQUESTED CREDIT LIMIT: \$ \_\_\_\_\_

The undersigned (the "Customer") desires to purchase goods and services from \_\_\_\_\_ (the "Dealership").

By submitting this credit application and agreement, and the continuing personal guaranty below, the Customer and any Guarantor(s) hereby agree to be bound by the following terms and conditions in connection with any extension of credit granted to Customer by the Dealership. Neither the Customer nor the Dealership shall have any obligation to sell or purchase or to continue to sell or purchase any goods under this agreement. The Customer and any Guarantor(s) acknowledge and agree that the Dealership may share with any affiliated dealership the Customer's and/or Guarantor's credit information in order to assist in the evaluation of the creditworthiness of the Customer and/or Guarantor(s). The Dealership is authorized to check the credit of the Customer and any Guarantor(s) as often as necessary or desirable through trade references, bank references and/or a credit reporting agency to obtain answers regarding the creditworthiness of the Customer and/or Guarantor(s).

Any extension of credit to Customer is due and payable by the 10th day of the month following delivery of the goods or performance of the services, unless otherwise agreed in writing by the Dealership prior to purchase. Customer agrees to pay interest at the rate of 18% per annum on all sums more than thirty (30) days past due. Customer agrees to pay the Dealership all attorneys' fees and collection costs incurred to collect the sums owing on this account. No failure or delay by the Dealership to bill for any such late payment charge shall waive or otherwise affect the Dealership's right to receive such late payment charge. This agreement, and the continuing personal guaranty below, shall be governed by the laws of the State of Texas, and venue on any suit for the collection of any sum owing under this agreement shall be proper in the county where the Dealership is located. Everything stated in this application and any other information furnished by Customer or Guarantor(s) for use in connection with or related to this Credit Application and Agreement is true and correct to the best knowledge of the undersigned and Guarantor(s).

PLEASE COMPLETE BOTH SIDES.

APPLICANT NAME ("CUSTOMER"): \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_
STREET ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_ ZIP \_\_
BILLING ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_ ZIP \_\_
GUARANTOR(S) NAME: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_
GUARANTOR(S) NAME: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_
STREET ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_ ZIP \_\_
HOME PHONE: (\_\_\_\_\_) \_\_\_\_\_ WORK PHONE: (\_\_\_\_\_) \_\_\_\_\_

ORGANIZATION OF CUSTOMER:

\_\_\_\_\_ CORPORATION OR LIMITED LIABILITY COMPANY

STATE OF INCORP./ORGANIZATION: \_\_\_\_\_ DATE FILED: \_\_\_\_\_

FULL AND CORRECT NAME IS: \_\_\_\_\_

OFFICERS: PRESIDENT: \_\_\_\_\_

VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

\_\_\_\_\_ PARTNERSHIP  GENERAL  LIMITED

DATE FORMED: \_\_\_\_\_ WRITTEN AGREEMENT?  YES (PLEASE ATTACH)  NO

IF LIMITED PARTNERSHIP, GENERAL PARTNER'S NAME: \_\_\_\_\_

ALL PARTNER'S NAMES AND ADDRESSES: \_\_\_\_\_

\_\_\_\_\_ PROPRIETORSHIP

OWNER: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_ DATE ESTABLISHED: \_\_\_\_\_

DO YOU REQUIRE A P.O.:  YES  NO IF YES, VERIFICATION PROCEDURE IS: \_\_\_\_\_

STATE SALES AND USE TAX PERMIT NUMBER (ATTACH PERMIT): \_\_\_\_\_

BANK AND ADDRESS: \_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_

CHECKING ACCOUNT NUMBER: \_\_\_\_\_ BANK OFFICER: \_\_\_\_\_

**TRADE CREDIT REFERENCES**

1. NAME: \_\_\_\_\_ PHONE ( \_\_\_\_\_ )  
 ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

2. NAME: \_\_\_\_\_ PHONE ( \_\_\_\_\_ )  
 ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

3. NAME: \_\_\_\_\_ PHONE ( \_\_\_\_\_ )  
 ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

4. NAME: \_\_\_\_\_ PHONE ( \_\_\_\_\_ )  
 ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

The undersigned hereby represents and warrants that he/she is duly authorized to sign this Credit Application and Agreement on behalf of the Customer.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE ONLY)

PRINT NAME OF SIGNER: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

NOTE: Your application must be accompanied by the following in addition to your Texas Sales and Use Tax Permits:

1. Customer and Guarantor(s) tax returns for the prior 2 years.
2. Year end financial statements for the prior 2 years for both Customer and Guarantor(s).
3. Most current month-end financial statement of Customer for current year (must be within 60 days of application date).

**CONTINUING PERSONAL GUARANTY**

In consideration of the approval of Customer's request for extension of credit by the Dealership, the undersigned (the "Guarantor(s)") personally and individually, jointly and severally if more than one, unconditionally guaranty and promise to pay on demand any and all present and future indebtedness, obligations and liabilities of the Customer to the Dealership. This guaranty shall be an absolute, unconditional guaranty of payment, and not collection, and the obligations of the Guarantor(s) hereunder are joint and several and independent of the obligations of the Customer, and a separate action may be brought against any Guarantor(s) whether or not an action is brought against any other Guarantor(s) or the Customer. Guarantor(s) waive any right to have the Dealership proceed against the Customer or any security held before proceeding against Guarantor(s), and agree to pay all attorneys' fees and costs and collection agency fees and costs incurred to collect the sums owing under this Guaranty and Credit Application and Agreement.

The Dealership is authorized to check the credit of Guarantor(s) as often as necessary or desirable through trade references, bank references and/or a credit reporting agency to obtain answers regarding the creditworthiness of Guarantor(s). This guaranty shall be governed by the laws of the State of Texas, and venue on any suit for the collection of any sum owing under this guaranty shall be proper in the county where the Dealership is located.

The undersigned Guarantor(s) expressly waives to the fullest extent entitled by law each and every right which he or she may be entitled to by virtue of applicable suretyship laws. The undersigned Guarantor(s) expressly waives each and every right which he or she may be entitled to by virtue of the suretyship laws of the State of Texas, including, without limitation, any rights he or she may have pursuant to Rule 31 of the Texas Rules of Civil Procedure, Chapter 17 of the Texas Civil Practice and Remedies Code, and Chapter 34 of the Texas Business and Commerce Code.

The undersigned agrees and does herewith supply the financial information of Guarantor(s) requested above and certifies and warrants the same to be true and correct in all material respects.

**GUARANTOR #1**

NAME: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**GUARANTOR #2 (SPOUSE)\***

NAME: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\* We do business in accordance with the Federal Equal Credit Opportunity Act, which prohibits us from discriminating against credit applicants on the basis of marital status. A spouse's signature is necessary for the purpose of binding the marital community property, if applicable.

**OFFICE USE ONLY**

DATE RECEIVED: \_\_\_\_\_ APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_  
 INVESTIGATED BY: \_\_\_\_\_ NEW ACCOUNT NO.: \_\_\_\_\_  
 DATE OF RESPONSE: \_\_\_\_\_ CREDIT LIMIT: \$ \_\_\_\_\_