

# STATEWIDE TIRE DISTRIBUTORS

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## DEALER STATEWIDE TIRE DISTRIBUTORS, INC. (SELLER) BUSINESS CREDIT APPLICATION AND AGREEMENT

SALESMAN \_\_\_\_\_

Credit Line Request \$ \_\_\_\_\_

Date: \_\_\_\_\_

Legal Name of Business \_\_\_\_\_

Trade Name (dba) \_\_\_\_\_

( ) Corporation      ( ) Partnership      ( ) Proprietorship

Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_

Year started in business \_\_\_\_\_

Tax number for resale \_\_\_\_\_

Purchase order required? \_\_\_\_\_

Reason for Tax Exempt \_\_\_\_\_

Manager's Name \_\_\_\_\_

Authorized buyers \_\_\_\_\_

ICC# \_\_\_\_\_

Driver's License # \_\_\_\_\_

In the following spaces if a Proprietorship, owner's name and complete home address with social security number. If a Partnership, list all partners along with complete home addresses and social security numbers. If a Corporation, list all officers with titles along with all home addresses.

Name	Address	Phone	Social Security Number
_____	_____	_____	_____
_____	_____	_____	_____

### Name of your Bank

Name \_\_\_\_\_

Branch \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Checking account# \_\_\_\_\_

Bank Representative \_\_\_\_\_

Loan account# \_\_\_\_\_

Savings # \_\_\_\_\_

Monthly Payments\$ \_\_\_\_\_

Balance\$ \_\_\_\_\_

Your authorization signature to contact bank \_\_\_\_\_

### Trade References (list additional references on separate sheet)

Name	Address	City, State, Zip	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have you given any of the above references a personal guaranty? If so, to whom?

Are you leasing or buying the building you are in? \_\_\_\_\_

Monthly amount \$ \_\_\_\_\_ Name of Landlord/Mortgagee \_\_\_\_\_

**Terms and Conditions:**

In the event credit is extended and this application is accepted by seller, applicant agrees as follows:

- 1) Applicant agrees to make payments of all invoices per the terms of 1<sup>st</sup> 10<sup>th</sup> Prox. Unless otherwise stated on the face of the invoice to seller's address and on any balances outstanding from time to time; and in the event of default of timely payment by the applicant, to pay the outstanding principal balance plus accrued interest and expenses on demand as follows:
  - a.) To pay interest on any unpaid balance not paid within the time provided by the invoice at the rate of \_\_\_\_\_ percent per annum or maximum rate permitted by law.
  - b.) In the event of default in the acceptance of goods or services ordered or in the payment for goods or services received, to pay all costs and expenses, including reasonable attorney's fees incurred in remedying the default or the enforcement of any rights possessed by seller and that any actions for collections shall be brought in the count of seller.

Owners, Partners, or Officers of the Corporation must sign below:

Date \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_

The undersigned individual who is either a principal of the credit application or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

In consideration of seller extending credit to \_\_\_\_\_ (hereinafter referred to as the "company") we the undersigned, absolutely and unconditionally personally guarantee the full and punctual payment of any obligation of the company and we hereby bind ourselves to pay you on demand any sum, including all costs of collection and reasonable attorney's fees, which may become due to you by the company whenever the company shall fail to pay same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the company. We do hereby waive notice of demand, protest or default and consent to any modification or renewal of the credit agreement hereby guaranteed. This guarantee shall be binding on guarantors' heirs, personal representatives, successors, and assigns, and shall insure to the benefit of seller, its successors and assigns. Date \_\_\_\_\_

Each guarantor also hereby waives any claim, right or remedy which such guarantor may now have or hereafter acquire against the (debtor) that arises hereunder and/or from the performance by any guarantor hereunder including, without limitation, any claim, remedy, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of (creditor) against the (debtor) or any security which (creditor) now has or hereafter acquired, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

The undersigned personal guarantor, recognizing that his or her individual credit history may be necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Witness \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_