

# Winchester Tire & Alignment

1830 Winchester Road • Memphis, TN 38116 • (901) 345-5484 • Fax: (901) 345-6866

## BUSINESS CREDIT APPLICATION

DATE: \_\_\_\_\_

LEGAL NAME OF BUSINESS \_\_\_\_\_

TRADE NAME(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_ BILLING ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE ( ) \_\_\_\_\_ ACCTS. PAY. CONTACT \_\_\_\_\_

FAX ( ) \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

IS THIS BUSINESS A: PROPRIETORSHIP ( ) PARTNERSHIP ( ) CORPORATION ( )

TAX EXEMPT NUMBER (IF EXEMPT) \_\_\_\_\_ PURCHASE ORDER REQUIRED? YES ( ) NO ( )

WHEN WAS BUSINESS STARTED? \_\_\_\_\_ PRIOR YEAR'S GROSS SALES \_\_\_\_\_

If **PROPRIETORSHIP**, Owner's Name, Address and Social Security Number; If **PARTNERSHIP**, All Partners names and addresses; If **CORPORATION**, Name and Address of President, Secretary and Treasurer.

### NAME AND TITLE

### ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BANK NAME \_\_\_\_\_ BANK REPRESENTATIVE \_\_\_\_\_

CHECKING ACCT # \_\_\_\_\_ SAVINGS ACCT # \_\_\_\_\_ BANK PHONE# \_\_\_\_\_

LOAN ACCOUNT # \_\_\_\_\_ HOW IS LOAN SECURED? \_\_\_\_\_

### TRADE REFERENCES

NAME

ADDRESS

CITY/STATE

TELEPHONE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 1st 10th prox. unless otherwise stated on the face of the invoice to sellers address and on any balances outstanding from time to time; and in the event of a 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 2% 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 and 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 the 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 principle of the credit application or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a 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.**

DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

In considered 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 the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty 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 guaranty shall be binding on guarantor's heirs, personal representative, successors and assign, and shall insure to the benefit of seller, its successors and assigns.

DATE \_\_\_\_\_

Each guarantor also hereby waives and 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)... or any security with (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 a 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 \_\_\_\_\_

SIGNED \_\_\_\_\_

PRINTED \_\_\_\_\_

WITNESS \_\_\_\_\_

SIGNED \_\_\_\_\_

PRINTED \_\_\_\_\_