

T & W Tire, LLC

# Credit Application

and Agreement



## Business Information

Legal Business Name:			Date:	
Type of Business:			In Business Since :	
Billing Address:	City/State:	Zip:		
Street Address:	City/State:	Zip:		
Home Office Address:	City/State:	Zip:		
Email Address AP Dept:	Phone :			
Federal ID# or SSN#	Cell :			
Line of Credit Needed*	Fax :			

\*\*If line of credit is \$10,000 or greater a financial statement must be included\*\*

Is a Purchase Order required? ☐ Yes ☐ No

Resale Tax # (if applicable) \_\_\_\_\_

Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC State of Incorporation ☐

## Banking Information

Business Organization Name:	Account #
Full Address :	Officer Handling Account

## Trade References : Do Not list fuel suppliers, bank or credit cards.

All References Must Have a Fax# or Email, or Both

Name:	Phone :	Fax:
Address:	Email:	
Name:	Phone :	Fax:
Address:	Email:	
Name:	Phone :	Fax:
Address:	Email:	
Name:	Phone :	Fax:
Address:	Email:	

T & W Tire, LLC

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By submitting this application, you authorize T & W Tire, LLC to inquire into the references you have supplied.

**Credit Terms:** All invoices are due on a net 10th proximo basis and a service charge of 1.5%, 18% annual rate, will be added to any balance not paid by the due date.

**CHANGE OF OWNERSHIP:** I/We understand that we must notify T&W Tire, LLC. in writing of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY/WILLINGNESS TO PAY IN ACCORDANCE WITH TERMS:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

### CONSENT TO OBTAIN CONSUMER CREDIT INFORMATION

The undersigned individual, who is either a principal of the credit applicant 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 credit reporting agency on the undersigned and /or their business by the above-named business credit grantor or an assignee/designee from time to time as may be needed, in the credit evaluation process.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

SSN# \_\_\_\_\_

### Personal Guaranty

For the extension of credit by T&W Tire, LLC. ("T&W") the undersigned ("Guarantor"), individually, jointly, and severally, absolutely, and unconditionally guarantee payment of all debts and sums, present and future, due T&W Tire, under the Credit Application and Agreement, including, without limitation, interest, late charges, costs and attorney's fees, and the performance of every obligation, present and future, pursuant thereto. This This Personal Guaranty is continuing. Guarantor waives set off and all defenses and waives acceptance, creation of debt, presentment, protest, demand for payment and diligence, and waives all notices permitted by law, including, without limitation, notice of acceptance, creation of debt, presentment, protest, of dishonor, default, demand for payment, non-payment and diligence, and waives subrogation and any requirement that T&W Tire first institute suit or exhaust any rights or other legal remedies before proceeding against Guarantor, including that T&W first proceed against the Applicant or against any other party or first to realize on any security before enforcing this Personal Guaranty. Guarantor consents to any renewals, extensions and modifications of any payment terms, surrender, release, exchange, substitution, dealing with or taking of additional security or any other guaranties, abstaining from taking advantage of or realizing upon any security or other guaranties and any and all other forbearances or indulgences by T&W to Applicant, Guarantor or any other party without notice to Guarantor and without affecting Guarantor's liability. Guarantor shall indemnify and pay T&W for any loss incurred by T&W as the result of the failure of Applicant or Guarantor to perform and for any and all costs, expenses and reasonable attorneys' fees incurred by T&W in enforcing or attempting to enforce the Credit Application and Agreement or this Personal Guaranty.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, 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.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

SSN# \_\_\_\_\_

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

SSN# \_\_\_\_\_

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating 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 program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission Equal Credit Opportunity, Washington, D.C. 20580. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Lessor set forth above within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Salesman

Acct #

Credit Limit

Store #

Tax Code

