



# New Account Application

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date Business Established: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Sales Tax Exemption #: \_\_\_\_\_ (attach copy of certificate)

<u>Taxing Jurisdictions</u>		
State: _____	County: _____	City: _____

<b>Classification:</b>	
<input type="radio"/>	Corporation
<input type="radio"/>	Partnership
<input type="radio"/>	LLC
<input type="radio"/>	Proprietorship
<input type="radio"/>	Government
<b>If Incorporated:</b>	
Date of INC _____	
State of INC _____	

**Type of Account**

- Cash/Card(CC 2.8% Fee)  
  COD(Cash, Check, CC 2.8% Fee)  
  Open Account(Net Due 10th)

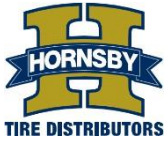
Principal Owners, Officers and Partners			
Owner/Partner #1		Owner/Partner #2	
Name:		Name:	
Title:		Title:	
Address:		Address:	
City:		City:	
ST:		ST:	
ZIP:		ZIP:	
Phone#:		Phone#:	
SSN:		SSN:	
DOB:		DOB:	
DL#:		DL#:	

Authorized Buyers(Printed) \_\_\_\_\_

Authorized Buyers(Signatures) \_\_\_\_\_

(Credit Agreement required for all Open Accounts)  
 (SSN or Copy of DL required for all account types)

**ALL INFORMATION CONFIDENTIAL**



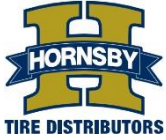
## Credit Agreement

The undersigned herein make application to Tire Distributors, Inc. d/b/a Hornsby Tire Distributors for credit and/or to update and reconfirm an existing account and balance with Tire Distributors, Inc. Tire Distributors, Inc. is authorized to contact any references or banks listed above and pull credit reports on each and every individual who is guaranteeing payment of this account. Tire Distributors, Inc. is further authorized to declare the entire indebtedness owed hereunder to be due and payable if the account is in default because of a failure to make timely payments in full when due. Tire Distributors, Inc. is authorized to charge a reasonable attorney's fee if the account is referred for collection, regardless of whether a lawsuit is actually filed. The undersigned shall be held jointly and severally liable for all debts owed on the account even if acting only as a management company.

The undersigned shall immediately furnish Tire Distributors, Inc. with all necessary legal descriptions and any and all other relevant information necessary as determined by Tire Distributors, Inc. for the filing and perfection of a Construction Lien. In addition, the undersigned shall pay for all court costs, recording fees, reasonable attorney's fees, and any other expenses incurred by Tire Distributors, Inc. or its agent in securing their Construction Lien rights in the event of default because of a failure to pay according to the terms stated in herein.

### TERMS AND CONDITIONS OF SALES AGREEMENT

The terms of sale shall be Net 10<sup>th</sup> of the month which means that payment in full is due on or before the 10<sup>th</sup> of the month following the month of purchase and becomes past due if not paid by the 10<sup>th</sup> of the month. Furthermore, a service charge calculated at the rate of 18% per annum will be added to the account for any past due portion of the balance owed. The undersigned shall be jointly and severally liable responsible for all debts on the account even if acting only as a management company. In the event of default in payment and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether a lawsuit is actually filed. Regardless of the place of payment, place of contract or place of delivery, the customer agrees that any action brought pursuant to this agreement shall be brought in such competent court as Tire Distributors, Inc. shall designate at its option and the undersigned specifically waives all rights to venue, forum non conveniens and jury trial. The undersigned grants to Tire Distributors, Inc. a security interest in products sold until full payment is received; and authorizes Tire Distributors, Inc. to file a UCC financing statement to perfect this security interest at any time. The parties agree this agreement shall be construed according to the laws of the State of Alabama and the customer submits to the jurisdiction of the courts of that State. Furthermore, Applicant(s) hereby waives any and all state and/or federal personal property and/or homestead exemptions of their state of residence and/or state of operation in the event of judgment, levy, and/or garnishment. In consideration thereof, the undersigned hereby fully guarantee and shall be responsible for the payment at maturity of the purchase price of all such goods, ware and merchandise sold and delivered in the past or from this day forward, whether by invoice, open account, acceptances, notes or otherwise. The undersigned hereby waive notice of acceptance hereof, amounts of sale, dates of shipment or delivery notice of default in payment and legal proceedings against the purchaser. The undersigned agree to all of the above terms and conditions regarding any monies that may become due under this account. This is intended to be, and shall be construed to be, a continuing guaranty applying to all sales made by Tire Distributors, Inc. to the aforesaid, and shall not be revoked by the death of the guarantors but shall remain in full force and effect until the undersigned or the undersigned(s) executor or administrator shall have given notice in writing to make no future advances on the security by you. All dealings between the obligor(s) and your company shall be presumed to be in reliance upon the guaranty. Should it become necessary to place this account and guaranty with an attorney



# Credit Agreement

for collection, suit or any other legal action, the undersigned hereby agree to pay all costs of such collections, suit or other legal action, including a reasonable attorney's fee under the above-stated terms and conditions, which the undersigned have fully read agreed and consented to. Furthermore, the filing of any such action for collection under this guarantee by Tire Distributors, Inc. against the undersigned or any other cause of action emanating between the undersigned and Tire Distributors, Inc. shall be filed and litigated in the state court of appropriate jurisdiction in Houston county, Alabama, and hereby waive any and all defenses, objections, and/or exemptions thereto. The undersigned personal guarantor(s), recognizing that his, her and/or their individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consent(s) to and authorize(s) 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. Furthermore, the undersigned hereby waive any and all state and/or federal personal property and/or homestead exemptions of their state of residence and/or state of operation in the event of judgment, levy, and/or garnishment.

**The undersigned does hereby certify that the information contained herein is true and correct. The undersigned further agrees that any changes in ownership or officers or form that the business operates as, shall be made known to Tire Distributors, Inc. within ten (10) days after such change or such change shall be ineffective as to Tire Distributors, Inc. enforcement of this agreement. This notice shall be in writing and mailed to Tire Distributors, Inc., 322 South Alice Street, Dothan AL, 36301 by certified mail.**

_____ (Signature)	_____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Address)	_____ (Address)
_____ (City, State, ZIP)	_____ (City, State, ZIP)
_____ (SSN)	_____ (SSN)
_____ (DOB)	_____ (DOB)
_____ (DL#) (Attach copy of DL)	_____ (DL#)(Attach copy of DL)

Witness

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)