

LONGVIEW TRUCK CENTER

3132 Hwy. 31 N
Longview, Texas 75603

Phone: 903-753-1933
Fax: 903-753-6266

APPLICATION FOR CREDIT AND CONTRACT

Please fill out completely. Incomplete applications will not be processed.

Copy of driver's license of signee is required with application.

Commercial Address is Required

Return To: RENTALS@LONGVIEWTRUCKCENTER.COM

Date: _____

Company or Corporation Name of Full Legal Name of Applicant if Individual

Primary Contact

Mailing Address: Street/PO Box City State Zip

Telephone

Business Type/SIC

Physical Address: Street/PO Box City State Zip

Fax Number

Cell/Pager Number

Accounts Payable Contact

A.P. E-Mail

Business is: _____ Corporation State Chartered: _____ State File No.: _____ County: _____

Date Formed: _____ US DOT # _____

LLC Corporation or LLC Federal ID No.: _____ Contractor License No.: _____ State: _____

Partnership**
Partner Name (Full Name) / Percentage Ownership Residence Address Phone No. SSN

Partner Name (Full Name) / Percentage Ownership Residence Address Phone No. SSN

Individual**
Husband Name (Full Legal) SSN Date of Birth

Wife Name (Full Legal) SSN Date of Birth

Have you ever filed Bankruptcy? _____ If so, When? _____

Purchase Order Required? _____ Tax Exempt? _____ Monthly Statements? _____ Invoices e-mailed or regular mail? _____

Principal Bank: _____ City/State: _____

Telephone: _____ Account Number(s): Checking _____ Savings _____

Loan _____

Insurance Agent Name: _____ Company: _____

Telephone: _____

Bonding Agent Name: _____ Company: _____

Telephone: _____

Business Credit References:

1. _____
Name Address Telephone FAX
2. _____
Name Address Telephone FAX
3. _____
Name Address Telephone FAX

Estimated Monthly Purchases: _____ \$1,000.00 _____ \$5,000.00 _____ \$10,000.00 _____ \$25,000.00+

**LONGVIEW TRUCK CENTER
APPLICATION FOR CREDIT AND TERMS AND CONDITIONS OF OPEN ACCOUNTS**

This application is submitted by the undersigned (hereafter referred to as "Applicant") for the purpose of obtaining an open charge account with Longview Truck Center and its affiliates and divisions. All representations above are accurate, complete, and truthful to the best of the Applicant's knowledge and belief. Applicant agrees and understands that the terms and conditions of Longview Truck Center are:

1. Billings are payable upon receipt of invoice. Applicant agrees to pay the amount due within thirty (30) days of each invoice date. Balances beyond thirty (30) days will be subject to a one percent (1%) finance charge or interest charge per month (12% per annum) or the highest rate allowed by law. Applicant's account will be delinquent when any part of the account is thirty (30) days past due. Longview Truck Center reserves the right to apply payments at its discretion. Longview Truck Center may at its option and without notice raise or allow charges in excess of any credit limit granted. Applicant understands that it is responsible for all charges to the account. A \$25.00 fee for each NSF check will be assessed.

2. Applicant shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. Applicant agrees that legal jurisdiction and venue of any dispute arising out of this and all future agreements shall lie in the state or federal courts in which Longview, Gregg County, Texas is located.

3. Any disputes must be reduced to writing and delivered with reasonable timeliness (thirty days of incident) via certified mail to the Longview Truck Center corporate headquarters at 3132 Hwy. 31 N., Longview, Texas 75603. It is agreed that checks marked "payment in full" or other language with similar intent sent to Longview Truck Center shall not relieve Longview Truck Center of any rights whatsoever.

4. Unless otherwise stated, quotations expire 30 days from the date thereof, and may be modified or withdrawn by Longview Truck center prior to acceptance.

5. 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 applicants 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. In the event that Longview Truck Center takes adverse action on account credit terms, Applicant has the right to request in writing within 60 days the reason for the adverse action. Longview Truck Center may request certain consumer information in conjunction with this application that may be subject to Longview Truck Center's Privacy Policy. Such policy is available upon request at 3132 Hwy. 31 N., Longview, Texas 75603.

6. If Applicant is a corporation, partnership, LLC, or other business entity, the undersigned affirmatively states that he/she is authorized to make application on behalf of said entity and to obligate same for any credit extended thereto as a result of this application; and further that the entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until such notice to the contrary is given in writing to Longview Truck Center at 3132 Hwy. 31 N., Longview, Texas 75603. Applicant further certifies that the business is not insolvent. Applicant authorizes any individual, firm, corporation, or credit agency to disclose to Longview Truck Center, orally or in writing, any information pertinent to this application and agrees that credit information may be given to other trade sources and credit reporting agencies as a normal course of business.

7. If Applicant is an individual, sole proprietorship, or partnership, Applicant gives express authority to Longview Truck Center to, at the sole discretion of Longview Truck Center, investigate and obtain any information deemed useful by Longview Truck Center and connected to the establishment of or operation of an open credit account with Longview Truck Center, including, but not limited to, bank, personal and trade references, consumer reports, and credit bureau reports. **If the application is submitted in conjunction with a request by Applicant for Longview Truck Center to aid in obtaining equipment sales financing, Applicant gives express authorization to and instruction of bank, trade references, consumer and commercial reporting agencies, and any other source deemed necessary, to release credit information to any financial institution requesting such information in conjunction with this application.**

NOTICE TO APPLICANT – Do not sign this Agreement until you have read it. You are entitled to a copy of the signed Agreement. By signing this Agreement, you acknowledge that you have read the entire application, including the terms and conditions, and agree to the same in full.

Signature

Printed Name

Title

Telephone Number

GUARANTEE OF INDEBTEDNESS

For value received, and in consideration of Applicant applying for credit herein, the undersigned Guarantor(s), in order to induce Longview Truck Center to extend credit to Applicant, does hereby consent to the terms above and does unconditionally personally guarantee all sums which may be owed by Applicant to Longview Truck Center, whether said indebtedness is due now or hereafter incurred, including but not limited to the payment of all costs of collection and attorney's fees. This guaranty is continuing, and shall continue to apply to all indebtedness which Applicant may hereafter incur, renew, or extend in whole or in part, with Longview Truck Center, all without notice to the undersigned Guarantor(s). Longview Truck Center may jointly or independently modify the indebtedness, accept or release collateral, or release the Applicant without releasing the undersigned Guarantor(s), any or all of which actions may be taken without notice to Guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release other Guarantor(s) and may be done without notice to other Guarantor(s). The undersigned Guarantor(s) hereby consent to Longview Truck Center's use of non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigns as guarantor(s) in connection with the extension of the business credit as contemplated by this credit application. The undersigned hereby authorize(s) Longview Truck Center to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual(s) hereby knowingly consent to the following:

I, _____, hereby personally guarantee the payment of the obligations of the following
Printed Name (without title)

company or corporation, including the indebtedness to Longview Truck Center: _____.
Company or Corporation Name

Date Guarantor's Signature (without title) Guarantor's Social Security No.

I, _____, hereby personally guarantee the payment of the obligations of the following
Printed Name (without title)

company or corporation, including the indebtedness to Longview Truck Center: _____.
Company or Corporation Name

Date Guarantor's Signature (without title) Guarantor's Social Security No.