

**B&B Muffler and Automotive Service Center**

3000 South Lamar Blvd • Austin TX 78704 • (512) 447-5581 • FAX 512-447-4601

**Application for Credit**

(Please print or type)

**Customer Name** \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Business Form: ( ) Partnership  
( ) Corporation Sales Tax Exemption No. \_\_\_\_\_  
( ) Sole Proprietorship  
( ) Other \_\_\_\_\_ How long in business \_\_\_\_\_

**Names of Principal Officers or Owners:**

1. Full Name \_\_\_\_\_ Title: \_\_\_\_\_

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

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Texas Driver's License Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

2. Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Texas Driver's License Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Bank References:**

Name of bank: \_\_\_\_\_ Address: \_\_\_\_\_

Bank Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Trade References:**

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Amount of Credit Desired: \$ \_\_\_\_\_

I authorize B&B Muffler & Automotive Service Center (known hereinafter as "B&B Muffler & Auto") to contact the above listed bank, all references listed and any other source B&B Muffler & Auto deems necessary to verify the statements made herein.

In the event the application for credit is accepted and approved, the applicant agrees to the following terms:

- A. The cash sales price for all services and merchandise purchased by the applicant is due on the 10<sup>th</sup> of the month following the month those services or merchandise was invoiced.
- B. Any amount not paid when due will accrue interest at the rate of 18% per annum, or the highest rate permitted by law, whichever is less.
- C. Applicant agrees to pay reasonable attorney fees, all costs of court proceedings, and any other expenses incurred B&B Muffler & Auto in the collection of any invoice amount.
- D. Applicant agrees that the laws of the State of Texas shall govern all rights and obligations under this agreement.
- E. All payments agreed to under this agreement shall be paid to B&B Muffler & Auto, at it's office located in Austin, Travis County, Texas and the venue of any action hereunder shall be maintained in Austin, Travis County, Texas.

The application for credit has been completed for the purposes of securing credit from B&B Muffler & Auto and I acknowledge the truthfulness and accuracy of the information herein provided. Further, I have read the application for credit and agree that the applicant is bound by its terms and conditions, and I state that I am authorized to bind the applicant to this agreement.

By: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

#### Individual Guaranty

For and in consideration of the extension of credit to \_\_\_\_\_, (hereinafter referred to as the "company") I personally and unconditionally guarantee to B&B Muffler & Auto payment of each and every claim, demand, indebtedness, right or cause of action of every nature whatsoever against the company now or hereafter existing, due or to become due, held by B&B Muffler & Auto, together with any and all expenses incurred by B&B Muffler & Auto, in enforcing the agreement, at the offices of B&B Muffler & Auto, in Austin, Travis County, Texas. I do further agree to bind myself, my heirs, personal representative and assigns to pay and demand any sum which may become due to B&B Muffler & Auto, 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 all such indebtedness of the company.

I waive notice to acceptance of this guaranty and all other notices including, without limitation, notice of presentment, notice of protest, notice of non-payment, with respect to all or any part of the enforcement of this guaranty agreement.

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

Signed: \_\_\_\_\_

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