



PREMIER TRUCK GROUP



Credit Department Correspondence – 4200 Port Blvd, Dallas TX 75241-7637
Phone: 405-917-2030 or 800-600-1461 Fax: 405-948-0820
ptgar@premiertruck.com

A. APPLICANT

Contract Maintenance, General Parts and Maintenance Repairs, Commercial Credit Application and Agreement

Legal Business Name: _____

(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street Address: _____ County: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Ship to Address: _____ County: _____ City: _____ State: _____ Zip: _____

Estimated Annual Sales: \$ _____ Person to contact about Account: _____

Amount of Credit Requested: \$ _____ Type of Business: _____

DNB DUNS# _____ No. of Employees: _____

Federal ID# _____ How Long in Business: _____

State of Incorporation _____ Purchase Order Required: Yes _____ No _____

USDOT# _____ Prior Employment (if less than 1 yr): _____

MC/MX # _____ Former Business Name: _____

Sales Tax Exemption Certificate Yes _____ No _____ (if yes, enclose signed certificate or copy) # _____

B. BUSINESS INFORMATION

<input type="checkbox"/> Sole Proprietorship	State of Incorporation/Organization: _____
<input type="checkbox"/> Partnership	Owner: _____ SS# _____
<input type="checkbox"/> Limited Partnership	Partner: _____ SS# _____
<input type="checkbox"/> Corporation	General Partner: _____ SS# _____
<input type="checkbox"/> Limited Liability Company	President: _____ SS# _____
<input type="checkbox"/> Other	Vice President: _____ SS# _____
	Secretary: _____ SS# _____
	Manager: _____ SS# _____

C. BANK INFORMATION

Bank _____ Branch _____ Phone _____

Officer Contact _____ Acct No. _____ Type of Acct. _____

_____ Acct No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Sign Name _____ Print Name _____ Date _____

D. TRADE REFERENCES (Please fill out 4 references)

Trade Reference Name	City/State	Telephone	Fax	Contact Name	Product/Service Purchased
1 _____					
2 _____					
3 _____					
4 _____					

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Premier Truck Group to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

NOTE: Please attach copy of your most recent financial statement.

Make of Trucks/Trailers Owned _____

Where Purchased _____

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CREDIT POLICY: Credit purchases will be limited to contract maintenance, general parts and maintenance repairs. Statements are rendered as of the last day of the month. C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: Contract maintenance invoices are due IN FULL Net 10 days. General parts and maintenance repair invoices are due IN FULL Net 10th/Month following purchase. Interest at the rate of one and one half percent (1.5% per month) or the highest legal rate, whichever is greater, may be assessed on delinquent invoices. All amounts due for purchases from **Premier Truck Group** are payable at PO Box 840827 Dallas TX 75284-0827.

ACCORD AND SATISFACTION: Applicant agrees to pay according to terms and conditions stated herein and on contract maintenance, general parts and maintenance repair, invoices and statements issued by **Premier Truck Group**. Applicant agrees to notify **Premier Truck Group** in writing specifying the reason for any dispute within 10 days of receipt of an invoice or statement. Failure to notify **Premier Truck Group** of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

GOVERNING LAW/VENUE: This agreement is entered into in the State of Texas and is governed by the laws of the State of Texas without regard to its conflicts of laws principles. The exclusive venue for the resolution of disputes related to this Agreement and any related agreement shall be the state or federal courts located in or nearest to Dallas, Texas.

CHANGE OF OWNERSHIP: I/We understand that we must notify **Premier Truck Group** in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

MISCELLANEOUS: 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, and hereby waives all rights to claim exceptions under all state laws. The undersigned agrees to pay for all purchases according to the terms of **Premier Truck Group**. No terms or conditions of purchase orders different from the terms of **Premier Truck Group** will become any part of any sales agreement, purchase order or document unless specifically approved in writing by an authorized officer of **Premier Truck Group**.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

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

Firm Name: _____

Sign Name _____ Date _____

Print Name _____ Title _____

PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by **Premier Truck Group**, the undersigned, individually, jointly and severally, unconditionally guarantee(s) to **Premier Truck Group** the full and prompt payment by _____, of all obligations which debtor presently or hereafter may have to **Premier Truck Group** and payment when due of all sums presently or hereafter owing by debtor to **Premier Truck Group**.

Guarantor agrees to indemnify **Premier Truck Group** against any losses and expenses **Premier Truck Group** may incur as a result of any failure of debtor to perform, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this Guaranty against Guarantor. This shall be a continuing Guaranty. Diligence, demand, protest or notice of any kind is waived. This Guaranty shall remain in full force until Guarantor delivers to **Premier Truck Group** written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantors obligations hereunder with respect to indebtedness previously incurred.

The undersigned 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 Premier Truck Group, in the credit evaluation process.

Sign Name _____ Print Name _____ Date _____

Sign Name _____ Print Name _____ Date _____

Witness _____

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or the owner of 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 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.

Sign Name _____ Print Name _____ Date _____

The Federal Equal 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 law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.