

Store Number \_\_\_\_\_

Manager: \_\_\_\_\_

**CREDIT APPLICATION AND AGREEMENT**

**Tire Kingdom, Inc.**  
823 Donald Ross Road  
Juno Beach, Florida 33408  
**FAX: 561-828-7698**



**Company Information**

Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
DBA Name: \_\_\_\_\_ Company Type: Corp. LLC Partnership/Proprietorship Other: \_\_\_\_\_  
Date Business Started: \_\_\_\_\_ FEIN #: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Application Date: \_\_\_\_\_  
Are you claiming sales and use tax exemption for purchases? Yes No  
If yes, please identify the relevant State: \_\_\_\_\_ and Sales Tax #: \_\_\_\_\_, and **attach a copy of the Resale/Exemption Certificate.**  
Scrap Tax # (if applicable): \_\_\_\_\_ No. of Vehicles \_\_\_\_\_

**Owner Information (List all owners-copy and attach additional pages if needed)**

Name and Social Security #	Home Address	Home Telephone #	% Ownership and Title

**Trade References (copy and attach additional pages if needed)**

1. Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_ Contact: \_\_\_\_\_

2. Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_ Contact: \_\_\_\_\_

3. Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_ Contact: \_\_\_\_\_

**Bank References (copy and attach additional pages if needed)**

1. Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_ Contact: \_\_\_\_\_

By signing below, the above-identified company ("Company") represents that all of the information provided herein is true, complete and accurate, and may be relied on by Tire Kingdom, Inc. ("Tire Kingdom") in deciding whether to extend credit to Company. Company further agrees that the terms and conditions on the following page, and the following provision, shall be applicable to any credit extended by Tire Kingdom to Company:

**SECURITY AGREEMENT.** In consideration of the credit being extended to Company, Company grants to Tire Kingdom a purchase money security interest in all of the products purchased by Company from Tire Kingdom on credit (the "Products") and any proceeds from the sale of the Products to secure Company's obligations hereunder. If requested by Tire Kingdom, Company will execute a separate security agreement and a financing statement related to this security interest, and/or name Tire Kingdom as a loss payee on its insurance policies covering the Products.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Store Number \_\_\_\_\_

Manager: \_\_\_\_\_

**TERMS AND CONDITIONS**

This Credit Application and Agreement (the "Agreement") is submitted by the company identified on the preceding page ("Company"), for the purpose of requesting that Tire Kingdom, Inc. ("Tire Kingdom") extend to the Company a line of credit or grant the company a charge account ("Credit") to be used to obtain the Products from Tire Kingdom.

Additional Financial Information. Company will provide to Tire Kingdom, with this Agreement, its financial statement for its most recently completed fiscal year. Company agrees to furnish such other financial statements, operating statements and additional credit documents and information that may be requested by Tire Kingdom. Company represents that all such statements, documents and information provided to Tire Kingdom are true, complete and accurate, and may be relied upon by Tire Kingdom in deciding whether to extend Credit to Company.

Authorization to Obtain Further Financial Information. Company authorizes Tire Kingdom to obtain further information concerning the credit history and financial condition of Company from any party in relation to this Agreement. Company authorizes the trade and bank references identified on the preceding page, and any other third parties, to release to Tire Kingdom information related to the accounts of Company. Company authorizes Tire Kingdom to disclose information about its credit experience with Company to third parties.

Terms. If Tire Kingdom agrees to extend Credit to Company, an invoice shall be provided for all products purchased by Company from Tire Kingdom on Credit (the "Products"). Unless otherwise agreed to by Tire Kingdom, all payment terms are net due 10<sup>th</sup> /25, days from the date of the invoice for the Products. Creditor reserves the right to change the payment terms, in its sole and absolute discretion.

Past Due Payments. In the event that Company fails to pay on any invoice when due, Company will be obligated to pay Tire Kingdom on

all amounts due and payable interest at the lesser of 1.5% per month (18% per annum) or the maximum amount permitted by law, from the date such payment was due until the date paid. In the event it becomes necessary for Tire Kingdom to incur costs, charges and expenses based on Company's failure to comply with its payment or any other obligations under this Agreement, Company shall reimburse Tire Kingdom for all such costs, charges and expenses, including, without limitation, collection costs and reasonable attorneys' fees. Discounts offered by Tire Kingdom for any of the Products will not be applied to any past due amounts.

Financial Insecurity. Tire Kingdom may decline to ship Products if Company fails to make any payment promptly or in the event Tire Kingdom is dissatisfied with the financial condition of Company. In such event, Tire Kingdom shall have the right to declare due and payable any outstanding indebtedness of Company and shall further have the right to immediately terminate the Credit, change the terms of the Credit, and/or take whatever additional action is necessary to protect Tire Kingdom's interest.

Miscellaneous. Company waives presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence in bringing suit against any party hereto without notice to Company. This Agreement shall be governed by the laws of the State of Florida and in the event of any suit or litigation relative to this Agreement, jurisdiction and venue shall be proper in the County of Palm Beach, State of Florida. Company understands that completion of this Agreement does not constitute an obligation or understanding on the part of Tire Kingdom to extend credit to Company in any amount, and that any decision to extend credit, and the specific terms thereof, shall be made by Tire Kingdom in its sole and absolute discretion.

**GUARANTY**

In consideration of Credit being extended to Company by Tire Kingdom, each individual below (each, a "Guarantor") jointly and severally personally guaranties the payment and performance of Company under this Agreement. Each Guarantor agrees that this guaranty is an absolute, complete and continuing guaranty of performance, and not of collection. Each Guarantor waives presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence in bringing suit against any party hereto. No notice of indebtedness or of any extension of credit by Tire Kingdom to Company need be given. The terms of Credit may be rearranged, extended and/or renewed without notice to any of the Guarantors. Each Guarantor agrees to pay any amounts within five days' notice that such amounts are past due. Each Guarantor represents, with Company, that all of the information submitted on the preceding page of this Agreement is true, complete and accurate.

GUARANTOR: \_\_\_\_\_  
Signature

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

GUARANTOR: \_\_\_\_\_  
Signature

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

GUARANTOR: \_\_\_\_\_  
Signature

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

GUARANTOR: \_\_\_\_\_  
Signature

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