

# MTV Trees

7825 Interstate 30  
Cumby, TX 75658

## Application for Credit

Date of Application

Legal Company Name:	
DBA:	
Credit Limit Requested:	Monthly
Terms Request:	<input type="checkbox"/> Net 15 days <input type="checkbox"/> Net 30 days <input type="checkbox"/> Net 60 days <input type="checkbox"/> Other

**Officers / Owners**

Name:	SS#:
Title:	DL# & State:
	DOB:
Name:	SS#:
Title:	DL# & State:
	DOB:
Name:	SS#:
Title:	DL# & State:
	DOB:

**Trade References**

Name	Contact	Phone Number	Fax

**Bank References**

Name & City	Contact	Phone Number	Fax

Application Must Be Complete Before Consideration Can Be Made

<i>Internal Use Only</i>				
<i>Terms</i>	<i>Limit</i>	<i>Rating</i>	<i>Approved By</i>	<i>Date</i>

# PERSONAL GUARANTY

In consideration of the credit extended by MTV Trees (Seller) to \_\_\_\_\_ (Purchaser) and for other valuable consideration, I/We personally and unconditionally guaranty to the Seller the prompt payment when due, not merely the collection, on all indebtedness of the Purchaser to MTV Trees which is now due or may at anytime hereafter become due regardless of the form or manner in which incurred. This is a continuing guaranty and shall remain in force until revoked by me by notice in writing, Certified Mail, to Seller, but such revocation shall be effective only as to claims of the seller, which arise out of transactions entered into after Seller's receipt of such notice. The incorporation, merger, reorganization or sale of the Purchaser shall not operate as termination of the guaranty, and such guaranty shall continue as to credit extended such other entity. This obligation shall cover all indebtedness which may from time to time be owed to Seller by Purchaser on account. "On account" shall mean the total balance of the amount presently and hereafter owed by Purchaser, plus any and all interest charges added thereto. Guarantor's obligation shall not be affected by any surrender or release by Seller of any other security held by it for any claim hereby guaranteed. In the event of default by Purchaser to make payment on its account with the Seller when due, I/We agree, without Seller first having to proceed against Purchaser, to pay on demand all sums then due and to become due to Seller from Purchaser, including but not limited to losses, costs, attorney's fees, or expenses which Seller may suffer by reason of Purchaser's default. The undersigned further agrees to pay all costs of collection, if any amounts I/We hereby authorize release to MTV Trees of all information, including credit information, contained in my (our) account file. I/We authorize that the photocopy of the authorization be accepted with the same authority as the original.

\_\_\_\_\_  
owner signature

\_\_\_\_\_  
owner signature

\_\_\_\_\_  
print

\_\_\_\_\_  
print

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
home address

\_\_\_\_\_  
home address

\_\_\_\_\_  
city, state, zip

\_\_\_\_\_  
city, state, zip

# TERMS OF ACCOUNT

MTV Trees (Sellers) reserves the right, at any time to suspend the credit, revise the stated credit terms provided herein or withhold deliveries when, Seller in its sole discretion deems such action necessary to protect its interests. Accounts not paid as agreed shall be subject to recourse by the Seller, including being placed on C.O.D. Purchaser agrees to pay all costs and expenses of collection, including reasonable attorney fees and court costs. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights.

Finance charges are calculated on all past due unpaid invoices at the rate of 1.5% per month (18% per year) or the maximum allowed by law.

Seller makes no warranty either expressed or implied, including warranties of merchantability or fitness for any particular purpose regarding any goods sold pursuant to this agreement, and all such goods are sold as is. Seller makes no warranty of any kind, except that the goods sold pursuant to this agreement shall be of the standard quality of Seller, and Purchaser assumes all risks and liabilities resulting from the use of the goods whether used singly or in combination with other goods.

The Purchaser agrees to inform Seller in writing, of any changes in the form of ownership within ten (10) days of such changes. The Purchaser certifies the information provided to the Seller on the application is true and correct and are made for the purpose of determining its eligibility for credit.

Purchaser authorizes Seller to obtain credit and financial information concerning the Purchaser (both as a company and personally) at any time and from any source.

This includes but is not limited to, the procurement of consumer credit reports from any consumer reporting agency, obtaining credit information from banks, financial institutions, trade references, merchants, landlords or other creditors, whether or not so identified in Purchaser's application for credit. Purchaser agrees to execute any appropriate request, release, authorization, application or other document necessary for Seller to obtain such credit information.

Nothing contained herein or within Purchaser's application for credit shall obligate Seller to extend credit to Purchaser in any amount. It is understood and agreed by the parties that any extension of credit or sale of goods to Purchaser by Seller shall be governed by the terms and conditions of this agreement and by the state laws of Texas.

By signing below, I/We agree to the above terms and conditions of open account.

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Company Name (Purchaser)

By: \_\_\_\_\_  
*Signature*

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

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

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