



# Credit Application

OFFICE USE ONLY

CREDIT LIMIT: \$ \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_

TYPE OF ACCT: \_\_\_\_\_

DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

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

Circle One:    LLC    Corporation    Partnership/Proprietorship

Firm Name: \_\_\_\_\_ Number of Years Established: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Do You Require P.O.'s for Purchase?    Yes    No

Contact Name for Payment: \_\_\_\_\_ Phone: \_\_\_\_\_ # of Vehicles: \_\_\_\_\_

### BANK REFERENCES:

1. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### TRADE REFERENCES:

1. Company: \_\_\_\_\_ Telephone: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

1. Company: \_\_\_\_\_ Telephone: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

1. Company: \_\_\_\_\_ Telephone: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

**PLEASE COMPLETE ALL 3 PAGES**

Applicant(s) agree by signing this application for credit, to authorize Berryessa Auto and RV (BARV) and/or Sturken Auto Body Inc. (Sturken) (hereinafter called BARV/Sturken or the Company) and its agents to investigate Applicants' credit worthiness. Applicant(s) agree that the Company and each of its agents may not only investigate the Applicant's business credit worthiness, but also the Applicant's personal credit worthiness. Consumer reports may be requested in connection with processing this application and subsequently pursuant to the Fair Credit Reporting Act. Upon request, the Company will inform Applicant of the names and addresses of any consumer-reporting agency that has provided any such reports to the Company.

If this is a joint application, all Applicants agree to be jointly and severally liable for all charges made on the account and on any other charges and credits issued to the Applicant(s). The Applicant(s) agree that if credit is issued as a result of this application, the issuer of the credit has the right to change the limit and terms, as it may desire.

In the event this account is placed with an attorney for collection or suit is instituted to collect same or any portion thereof, Applicant(s) agree and promise to pay attorney's fees in the amount of 15% of the balance then due and owing.

**THE FOLLOWING INFORMATION IS REQUIRED**

**PRINCIPAL(S)**

1. Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

3. Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**GUARANTY OF PAYMENT**

Guaranty given by the undersigned to BARV/Sturken (hereinafter called the Company), being a California corporation, in order to induce the extension of credit to or otherwise become the Creditor of \_\_\_\_\_ (hereinafter called the Debtor).

Each of the undersigned hereby guarantees to the Company the full and prompt payment when due, of any and all debts which may hereinafter be incurred in favor of the Company by the Debtor. This guaranty shall be an absolute, continuing and unlimited guaranty of payment, and the Company shall not be required to take any proceedings against the Debtor or give any notice to the undersigned before the Company has the right to demand payment by the undersigned upon default by the Debtor.

This continuing guaranty shall remain in full force and effect until revoked by the undersigned by written notice delivered to the Company by way of registered mail. Such revocation, however, shall be effective only to debts that may be incurred in favor of the Company by the Debtor which arise out of transactions entered into after receipt by the Company of such written notice.

This obligation shall cover the renewal of any debts guaranteed by this instrument or extensions of time of payment thereof and shall not be effected by any surrender or release by the Company or any other security held by it for any claim hereby guaranteed.

In the event this Guaranty of Payment is placed with an attorney for collection or suit is instituted to collect same or any portion thereof, the Company shall be entitled to collect from the undersigned and Undersigned agrees and promises to pay attorney's fees in the amount of 15% of the balance then due and owing along with costs incurred.

The obligation shall be construed in accordance with the laws of the State of California and shall bind the heirs, executors, legal representatives, successors or assigns of the undersigned and when signed by more than one shall be joint and several obligations of each.

### SECURITY AGREEMENT

Buyer grants to seller a security interest in merchandise purchased under this credit agreement until the indebtedness is paid in full. Seller's security interest in the goods herein described shall terminate as the unpaid balances are paid. Terms are net on the 10<sup>th</sup> of month following purchase. All amounts not paid after 30 days will be deemed as past due. Interest will be charged at the rate of 1.5% per month (18%APR) on any past due balances. In the event it becomes necessary for BARV/Sturken to incur collections costs or costs, charges and expenses including reasonable attorney's fees incurred by BARV/Sturken as permitted by law. Buyer waives privilege of being sued in country of residence or business location and agrees that suit may be brought in Santa Clara County, California. Buyer has risk of damage or loss. ALL CHARGES MADE ON ACCOUNT ARE SUBJECT TO CONTINUED CREDIT APPROVAL BARV/STURKEN

I hereby authorize BARV/Sturken to make inquires regarding my and/or my company's financial status and credit history in relation to this credit application. (In the case of a corporation or partnership, signatory must be an officer or general partner). The undersigned certifies that the information contained in this application is true and can be relied upon to arrive at a credit decision.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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