



Truck Sales, Full Service Truck Leasing, Commercial Truck Rental, Contract Maintenance, Dedicated Transport, Truckload and Intermodal Logistics

Sales Representative: _____ Amount Requested: \$ _____

APPLICATION FOR CREDIT

Business Name: _____ Phone #: _____ Fax #: _____

Address: _____ City, State, Zip: _____

Business Entity: Corporation S Corporation LLC LLP General Partnership Sole Proprietorship

State of Incorporation: _____ Type of Business: _____ Length of Time in Business: _____

PO Required: _____ Federal Tax ID #: _____ USDOT #: _____

Name and Social Security Number of Principal (if other than corporation): _____

TRADE REFERENCE

Company Name: _____ Phone #: _____ Fax #: _____

Address, City, State, Zip: _____ Account #: _____

BANK REFERENCE

Bank Name: _____ Phone #: _____ Fax #: _____

Address, City, State, Zip: _____ Account #: _____

CREDIT CARD INFORMATION

Credit Card Type: Visa MasterCard American Express Expiration Date: _____ Security Code: _____

Credit Card Number: _____ Name on Card: _____

In consideration of and as a condition for credit extended, I authorize the TCI Companies to charge the above credit card as payment within the terms outlined in the TCI Agreement(s). I hereby extend the right to utilize my credit card as payment for goods and/or services rendered.

AGREEMENT OF TERMS AND CONDITIONS

The Applicant, and the Joint Applicant/User of Account, if any (together, the "Applicant"), submit the information contained in this credit application ("Application") for the purpose of persuading and inducing TCI Companies, ("Creditor") its direct and indirect subsidiaries and its successors and assigns to make periodic sales of goods or services to Applicant on credit, and upon specific terms set forth in TCI Companies' invoices. Applicant's signature below and/or Applicant's acceptance of invoiced goods or services, individually or through its agents or employees, constitute an agreement by Applicant to pay all amounts owed promptly and within the terms of TCI Companies' invoices. Applicant promises to pay all debts and obligations to creditor in accordance with the trade terms established. Applicant waives all rights to dispute any invoice if not done so in writing within 30 days of invoice date. Applicant agrees to pay finance charges on all delinquencies at the rate of 1.5% per month or the maximum amount allowed by law. If Applicant fails to pay or otherwise perform its obligations to TCI Companies, a lawsuit need not be filed to allow an award of such reasonable attorney fees, expenses and costs and collection agency fees, and those reasonable attorney fees, expenses and costs shall include, by way of example, those incurred in making demand, preparing for, or at trial, appeal and for collection of any judgment obtained. Any dispute, claim, or controversy between Applicant and TCI Companies arising from this account (if the account is eventually authorized by TCI Companies) shall be governed in all respects by the laws of the State from which the contract for goods or services is executed. Applicant and TCI Companies agree that as to any dispute, claim or controversy, the parties agree that the jurisdiction and venue shall be in the State and County from which the goods or services contract is executed. Applicant and TCI Companies further agree that at the option of TCI Companies, any dispute, claim or controversy between Applicant and TCI Companies shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Upon issuance of an Arbitration Award, judgment maybe entered in any court having jurisdiction thereof. Arbitration shall be held in the City and State from which the goods or services contract is executed and shall be governed on all questions of law, according

Headquarters: 4950 Triggs St. Commerce, CA. 90022 Phone: (323) 269-3033 Fax: (323) 881-4348

Locations: Bakersfield, CA. Fontana, CA. Fremont, CA. Henderson, NV. Las Vegas, NV. Phoenix, AZ. San Antonio, TX. San Bernardino, CA. Stockton, CA.



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to the laws of the State from which the goods or services contract is executed. The Arbitrator shall award reasonable attorney fees and costs to the prevailing party, as well as reasonable arbitration, administrative, and arbitrator fees and costs. Any award of attorney fees shall include those fees necessary to establish the award as judgment, as well as any reasonable attorney fees and costs prior to arbitration or other legal action arising from a breach of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, it shall not affect the remaining provisions, and this Agreement shall be construed as if any such

unenforceable or invalid provision were omitted. The information in this Application is submitted for the purpose of verifying and answering questions as they relate to the credit experience of Applicant. TCI Companies is relying on the accuracy of all information provided, and in the event of any inaccuracy, the credit made available by TCI Companies shall be deemed to have been procured by fraud. Applicant also specifically authorizes TCI Companies to answer questions about its credit experience with Applicant. Applicant certifies that the information provided in this Application is true and correct. Applicant understands that TCI Companies will retain this Application whether or not it is approved. Applicant may not assign, delegate or otherwise transfer the account established pursuant to this Application, nor shall the relationship between TCI Companies and Applicant be assignable or delegatable by Applicant without the written consent of TCI Companies. Any cash discount is forfeited if invoices are not paid by due date. Applicant agrees to pay reasonable attorney and collection agency fees, expenses and costs incurred by TCI Companies in enforcing its rights of collection, before the beginning of court action or arbitration, at trial or arbitration, at any appeals therefrom, and for any collection efforts thereafter. All amounts owed to TCI Companies by Applicant pursuant to this Application shall become immediately due and payable to TCI Companies upon the sale of Applicant (whether by sale of stock, merger, sale of all or substantially all of the Applicant's assets or a similar transaction).

Signature: _____ Title: _____
Printed Name: _____ Date: _____

THIS CONTINUING GENERAL GUARANTEE OF PAYMENT ("GUARANTEE") IS ENFORCEABLE BY TCI COMPANIES., ITS DIRECT AND INDIRECT SUBSIDIARIES AND ITS SUCCESSORS AND ASSIGNS ("TCI Companies"). THIS GUARANTEE IS ABSOLUTE, UNCONDITIONAL AND UNLIMITED AS TO AMOUNT AND TIME. I/We, the undersigned ("Guarantor"), hereby guarantee (jointly and severally, if more than one) the prompt payment to TCI Companies of all amounts now due and owing or which may hereafter become due and owing to TCI Companies (including its successors and assigns) from the applicant and any joint applicant/user of the account(s) referred to in the credit application ("Application") and agreement and authorization above ("Applicant"). This Guarantee is submitted as per TCI Companies standards of creditworthiness and this Guarantee is being relied upon by TCI Companies in TCI Companies' agreeing to extend credit to Applicant. Liability of Guarantor shall not be affected or prejudiced by the additional acceptance of a note or evidence of indebtedness, the increase or decrease of the Applicant's obligations, reorganization of Applicant, the extension of time, payment arrangement or other indulgence granted to Applicant, or by any agreement affecting said indebtedness, and Guarantor hereby waives notice of all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Applicant shall not be a condition precedent to the enforcement of this Guarantee and Guarantor hereby expressly waives demand, presentment for payment, protest, notice of protest or diligence. This Guarantee shall continue until TCI Companies receives written notice of termination executed by Guarantor. Should Guarantor elect to terminate this Guarantee, such termination shall not affect the liability of Guarantor as to accounts and amounts then owing from Applicant, and demand shall then be considered made by TCI Companies, irrespective of default by Applicant, upon Guarantor for payment in full of such amounts. Guarantor waives any subrogation rights Guarantor may have against Applicant by reason of any payment made under this Guarantee. In the event the obligations represented hereby are not paid when due, and suit for collection or other collection effort or process is instituted to enforce TCI Companies' rights hereunder, Guarantor hereby agrees to pay all costs, expenses, attorney fees and collection agency fees incurred by TCI Companies. All of TCI Companies' rights and remedies under this Guarantee are cumulative and not alternative. Guarantor understands that TCI Companies is relying on this Guarantee to extend credit to Applicant and agrees TCI Companies is authorized to contact any credit bureau, credit or consumer reporting agency and also any credit reference and/or other reference listed on this Application to obtain one or more credit or consumer reports bearing on characteristics of the Guarantor including, but not limited to, Guarantor's credit worthiness, credit standing, credit capacity, character or general reputation, at such times and in such manner as TCI Companies deems reasonable or necessary. This Guarantee shall be binding upon and inure to the benefit of the parties, their permitted successors and assigns. No assignment or transfer of this Guarantee or any of the rights or obligations hereunder may be made by Guarantor without the prior written consent of TCI Companies and any attempted assignment or transfer without such consent shall be null and void. TCI Companies may freely assign or transfer this Guarantee or the rights and obligations hereunder without the consent of Guarantor or Applicant. Upon any such assignment or transfer by TCI Companies, the references in this Guarantee to TCI Companies shall also apply to any such assignee unless the context otherwise requires. This Guarantee and any dispute or claim arising therefrom shall be governed in all respects by the laws of the State set forth in the choice of law provision in the Application. If any provision of this Guarantee is found to be unenforceable or invalid, all other provisions shall remain in full force and effect, and this Guarantee shall be construed as if any such unenforceable or invalid provision were omitted.

Guarantor's Signature _____ Print Full Name _____
Date ____/____/____
Home Address _____ City _____ State _____ Zip _____
Home Phone No. _____ Driver License No. _____ State _____

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Social Security No. _____

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