



56 Midtown Park West, Mobile, AL. 36606

Phone 251-470-0355 Fax 251-471-4944

Credit Application and Credit Agreement to Pay Accounts

Date: _____
 Applicant's Firm or Corp. Name: _____
 Street Address: _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____ Tax ID#: _____
 Telephone: _____ Fax: _____ How long in Business? _____
 Corporation [] Sole Proprietorship [] Partnership [] Branch or Division [] Individual []
 Social Security #: _____ Person to contact regarding invoices _____
 Type of Business _____
 Name of Partners (if Partnership/LLC), or Shareholders and officers (if Corporation), Or Owners (if Sole Proprietorship):

Name	Title	Home address and Social Security Number

Trade/Banking References

Name	Address/ Telephone Number	FAX Number
Trade 1) _____	_____	_____
Trade 2) _____	_____	_____
Trade 3) _____	_____	_____

Bank _____ Officer _____ Telephone _____ Acct# _____
 Credit Amount Requested \$ _____ Repeat Business _____ or one job only _____
 Tax exempt ___ Yes ___ No – If yes, please attach exemption certificate.

Office Use Only			
Credit-Approved _____	Denied _____	Credit Limit _____	Date _____

OPEN END CREDIT PLAN

Applicant hereby request that Perdido Trucking Services, LLC (hereafter called Seller) extend credit to Applicant for purchases of materials by Applicant as may be approved by Seller, upon the following terms and conditions.

- Each purchase of materials made by Applicant from Seller shall constitute a portion of an account in Applicant's name (herein called account) to which Seller may charge (a) the cash selling price of each item so purchased. And (b) a FINANCE CHARGE of the lesser of 1 ½% per month or the highest rate allowed by law on that portion of the unpaid balance which, as of the date of each statement of the account is *more than thirty days old*. This agreement shall be construed to be an "open credit plan". Applicant will assume full responsibility for credit extended to Applicant with regard to Applicant's account, including all purchases made by Applicant and any and all other persons with Applicant's verbal or written authorization. Applicant agrees to pay Seller the balance of Applicant's account, including any finance charges added thereto as designate, in writing, the particular invoice or finance charges to which such payment is to be credited and, in the absence of any such designation by Applicant, Seller shall have the right to select the invoice charges or finance charges against which Applicant's payment is *credited regardless of the age or due date* of such invoice charges or account charges.
- Upon default in payment of any charges on Applicant's account more than thirty days old, *the entire unpaid balance* of Applicant's account shall, at Seller's option, but WITHOUT NOTICE OR DEMAND, become immediately due and payable. Subject to any limitations imposed by applicable law, after default, should the amount owing on the account be referred to an attorney or collection agency for collection, Applicant agrees to pay a reasonable attorney's fee

or collection fee and all cost and other expenses which may be incurred by Seller. Applicant hereby waives, as to the account, all rights of exemption under the Constitution and the laws of the State of Alabama and/or Mississippi, or any other state to the extent allowed by law.

3. Applicant agrees (a) that all rights and remedies hereunder are cumulative and not alternative, (b) that time is of the essence, and (c) that Seller may at any time, WITHOUT NOTICE to Applicant, REDUCE OR INCREASE ANY CREDIT LIMIT extended to Applicant. DECLINE TO SELL MATERIALS TO APPLICANT under the Open End Credit Plan, or TERMINATE this Open End Credit Plan.
4. To induce Seller to extend credit to Applicant, Applicant agrees to clearly identify, in writing, for Seller all purchases that are for Applicant's personal, family or household use. Applicant shall have no obligation for any finance charges on such consumer credit sales made in Alabama even though, due to Seller's accounting program, such charges may appear on Applicant's monthly statement from Seller.
5. Applicant authorizes all bank and businesses with whom Applicant has done or is doing business to disclose to Seller all information which would assist Seller in its credit investigation and authorizes Seller to obtain credit reports from credit reporting agencies and to re-investigate Applicant's credit status as Seller may deem necessary.
6. Applicant agrees that the terms and conditions of sale on the front and back of Seller's delivery ticket and invoices shall apply to all purchases by Applicant from Seller. Applicant acknowledges Seller's rejection of any provisions in Applicant's written orders which are inconsistent with the terms and conditions contained in the Open End Credit Plan and on Seller's delivery tickets and invoices.
7. This Open End Credit Plan, together with seller's invoices and delivery tickets, constitutes the entire agreement between Seller and Applicant with regard to the sale of products and extension of credit, all prior agreements, representations and understandings between the parties having been merged into such documents. Should any terms of this Open End Credit Plan be declared invalid, the others shall remain in full force and effect.
8. Applicant agrees that this Credit Application and Open end Credit Plan may be executed by Applicant and any Guarantors and delivered or transmitted to Seller by anyone via mail or facsimile machine and that such facsimile copy so delivered to any Seller shall be deemed an executed original duly delivered by Applicant and Guarantors to each Seller for all purposes.

Applicant has executed this Business Credit Application and Open End Credit Plan as of the date shown in the Application whether inserted by Applicant or Seller.

CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

**By my signature on this Application for credit, I agree that all orders will be subject to the terms and conditions stated on this application.

ALLPICANTS SIGNATURE(S): _____

Print Name: _____



GUARANTY

To: Perdido Trucking Services, LLC (being called hereafter "Seller").

As an inducement to Seller to extend credit to _____ (herein called "Applicant"), the undersigned Guarantor, in his/her individual capacity, agrees as follows:

1. Guarantor guarantees payment when due of all amounts now or hereafter owed Seller by Applicant with regard to Applicant's account under its Open End Credit Plan with Seller, which amount shall include the amount of credit sales charged to said account and all finance charges. Guarantor agrees to pay Seller a reasonable attorney's fee and all cost incurred by Seller in collecting the guaranteed debt from Applicant or other or in enforcing this guaranty against Guarantor. Guarantor hereby waives (a) to the extent permitted by law, all rights of exemption, (b) notice of protest of any instrument, (c) notice of extension, forbearance or modification of the guarantee debt, or (d) acceptance, alteration or release of ant security.
2. Guarantor agrees to remain bound regardless of (a) Seller's extension, forbearance or modification of the guaranteed debt, (b) Seller's acceptance, alteration or release of any security, (c) Seller's failure to assert liens or bond claims or (d) the failure of Seller to enforce any provisions of this guaranty at any time which failure shall not constitute a waiver: all without notice or consent of Guarantor.
3. This is a continuing guaranty which is unlimited in amount and shall remain in force as to all successive credit sales made by Seller to Applicant until the close of business on the tenth day following the day on which Seller receives Guarantor's written notice of termination (tendered only by certified mail, return receipt requested, at the above mailing address). Termination of this guaranty shall not affect Guarantor's liability hereunder as to any indebtedness incurred prior to such termination or any finance charges accruing on any such indebtedness after termination.
4. Guarantor waives and relinquishes all rights (including without limitation rights of subrogation) that Guarantor now has or may hereafter have to recover from Applicant or Applicant's property or from anyone who may have a right to recover from Applicant or Applicant's property, any amounts paid by Guarantor to satisfy, in whole or in part, all amounts owed Seller by Applicant.
5. Guarantor agrees that this Guaranty may be executed by Guarantor and delivered or transmitted to Seller by anyone via telecopier or facsimile machine and that such facsimile copy so delivered to any Seller shall be deemed an executed original duly delivered by Guarantor to each Seller for all purposes.

The Guarantor(s) have executed the Guaranty effective as of the date shown on the Application whether by inserted Applicant or Seller.

** By my signature on this application for credit, I agree that all orders will be subject to the terms and conditions stated on either side of application.

WITNESSED BY:

**GUARANTOR(S) SIGNATURE:

1) _____ Sign
_____ Print

1) _____ Sign
_____ Print