



NET 10<sup>TH</sup> CREDIT APPLICATION

→ All fields must be completed. ←  
Fax completed application to (512) 805-6759.

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

CSR Name and/or Number: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX :(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_ ADDRESS CITY & STATE ZIP CODE

Mailing Address: \_\_\_\_\_ ADDRESS CITY & STATE ZIP CODE

Date Business Started: \_\_\_\_\_ Business Entity: (circle one) Corporation LLC Partnership Sole Proprietor

Type of Business: \_\_\_\_\_

Parent Co?: Y N Affiliate: \_\_\_\_\_

Division of: \_\_\_\_\_

PO Required?: Y N Tax Status: Exempt Non-Exempt Tax Certificate Attached: Y N

Names and Address of Owner, Partners or Officers:

NAME ADDRESS SOCIAL SECURITY NUMBER

NAME ADDRESS SOCIAL SECURITY NUMBER

Owner's or Partner's Driver's License Number: \_\_\_\_\_

Name and Address of Previous or Present Business Interest as Partners/Owners/Officers:

Authorized Buyers: Only people listed in this section will be allowed to purchase on the account.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

4 \_\_\_\_\_ 5 \_\_\_\_\_

McCoy Credit Card Number(s): 1 \_\_\_\_\_ 2 \_\_\_\_\_

Requested Credit Line \$ \_\_\_\_\_ Estimated Monthly Purchases: \$ \_\_\_\_\_

BANK REFERENCE: Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ Phone:(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Officer: \_\_\_\_\_

TRADE REFERENCES: (No Contractors OR Consumer Credit Cards Please)

1. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

2. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

3. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

4. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

Printed name of person providing the above information:

Signature of person providing the above information:

## GUARANTY

For and in consideration of any of the extensions of credit by **MCCOY CORPORATION** (“**MCCOY’S**”) to the Customer, and in order to induce MCCOY’S to enter into a Credit Agreement to extend credit to Customer, the Undersigned, jointly and severally, unconditionally guarantee to MCCOY’S the full, prompt payment and faithful performance and discharge by Customer of all obligations which Customer presently or hereafter may have to MCCOY’S whether arising by the sale of goods, the extension of credit, default in obligations or otherwise. The Undersigned shall reimburse MCCOY’S, on demand, for all expenses, including without limitation, attorney’s fees incurred by MCCOY’S in the enforcement or attempted enforcement of any of MCCOY’S rights hereunder against Customer or any of the Undersigned.

The Undersigned’s obligations hereunder are joint and several and independent of the obligations of Customer and a separate action may be maintained against the Undersigned, whether action is brought against Customer or whether Customer is joined in such action. The Undersigned waives any right to require MCCOY’S to proceed against Customer or to proceed against or exhaust any security, and waives any rights of subrogation and any right to participate in any benefit of any security now or hereafter held by MCCOY’S. Notice of MCCOY’S’s acceptance hereof, of default and nonpayment by Customer or any other parties, of presentment, protest and demand, and of all other matters of which the Undersigned otherwise might be entitled, is hereby waived. MCCOY’S is not required to inform the Undersigned of any matters affecting the financial condition of Customer. MCCOY’S has no obligation to use diligence in preserving the liability of any person, including Customer, on any the indebtedness or any other liability, fixed or contingent, or in bringing suit to enforce collection of any of the indebtedness due under this guaranty.

This shall be a continuing and unlimited guaranty and indemnity, and irrespective of the lack of any notice to or lack of consent of the Undersigned, their obligations hereunder shall not be impaired in any manner whatsoever by any: new agreements or obligations of Customer with or to MCCOY’S; increase in credit limits by MCCOY’S to Customer; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Customer, the Undersigned or other parties, or exchanges, releases or sales or any security of Customer, any of the Undersigned or other parties; incorrectness, invalidity or unenforceability, for any reason, of any instrument or writing, or actions of commission or omission by MCCOY’S or Customer; extensions, moratoria or other relief granted to Customer pursuant to any statute, whether State or Federal, presently in force or hereinafter enacted; or interruptions in the business relations between MCCOY’S and Customer.

The obligations hereunder of each of the Undersigned shall be binding upon their respective heirs and personal representatives. Failure of any person to sign this guaranty and indemnity shall not affect the liability of any signor thereof. The death or release from liability of any of the Undersigned shall not relieve the others from liability.

This guaranty and indemnity is assignable by MCCOY’S and shall be construed liberally in MCCOY’S’s favor and shall inure to the benefit of MCCOY’S, its successors and assigns. Legal rights and obligations hereunder shall be determined in accordance with the laws of the State of Texas and the Undersigned agrees that all payments due or to become due under this guaranty are payable to McCoy Corporation at its offices in Hays County, Texas. The Undersigned consents and submits to jurisdiction of the courts of the State of Texas for the enforcement of this agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip)

**INSTRUCTIONS:** The appropriate officers, owners or partners must sign and date the Credit Agreement and the Continuing Guaranty. The Credit Agreement and the Continuing Guaranty will not be accepted with strike outs, interlineations, or other changes or modifications.

**CREDIT AGREEMENT**

The undersigned (referred to herein as "Customer") desires to purchase from **MCCOY CORPORATION** (herein "**MCCOY'S**") from time to time on open account various items of personal property (herein "goods"), and hereby applies to MCCOY'S for credit in the payment of the purchase price of any goods purchased by Customer. In consideration for such extensions of credit from time to time granted by MCCOY'S to Customer, and in order to induce MCCOY'S to extend credit, Customer hereby promises, agrees, warrants and represents as follows:

1. The credit periods for any purchase of goods shall commence to run on the date of the respective purchases. A delay in the transmission of any invoice from MCCOY'S to Customer resulting from any cause whatsoever, shall not extend the period for payment. The following payment terms apply to each sale and purchase of goods: all purchases are due and payable Net 10<sup>th</sup> Prox.
2. The parties hereby acknowledge that the final act to the formation of this agreement is the approval hereof by MCCOY'S at its home office in San Marcos, Hays County, Texas, and that until so approved, no agreement exists. This agreement is for commercial purposes and does not and will not involve the extension of credit for personal, family, or household use. The applicant further consents and submits to the jurisdiction of the courts of the State of Texas and agrees that all payments due or to become due are payable to MCCOY'S at its home office in Hays County, Texas, and that any other obligation performable by applicant under this credit agreement is performable in Hays County, Texas. All rights and obligations under this agreement shall be determined according to the laws of the State of Texas. Payments, when received, shall be applied to accrued interest and charges then due, and the balance, if any, to the payment of the oldest outstanding invoices.
3. Customer shall pay to MCCOY'S a service charge calculated at the rate of eighteen percent (18%) per annum on all past due purchases from the date such purchase is due until paid. In no event shall interest contracted for, charged or received by MCCOY'S, plus any other charges in connection herewith, which constitute interest, exceed the maximum interest permitted by applicable law; and if, at any time the interest received, charged or contracted for exceeds the maximum lawful interest rate, MCCOY'S shall either refund the amount of the excess, or shall credit it against other obligations or indebtedness owing by Customer to MCCOY'S, and such excess shall not be considered the payment of interest.
4. The information provided by Customer in its Application for Credit is true and correct in all respects as of the date of the Application; and Customer expressly and irrevocably authorizes MCCOY'S to conduct any credit investigation, or to verify any other information MCCOY'S deems necessary, now or at any other time. Customer is indebted to MCCOY'S, whether through any credit reporting agencies or directly through other creditors of Customer. Changes in authorized signatories on customer's account must be in writing, on Customer's letterhead, delivered to MCCOY'S to be effective.
5. Customer expressly waives all notices, demands for payment, presentment, protest and notice of protest as to each and every obligation of Customer to MCCOY'S. At any time, without notice to Customer, and with or without cause, MCCOY'S may, in its sole discretion, require that Customer pay cash for any purchase of goods at the time of such purchase or at delivery of the goods, and may refuse to extend credit to Customer.
6. If the account is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, Customer agrees and promises to pay all costs of collection, attorney's fees and court costs. Customer further agrees that the exclusive venue for any and all collection actions is in Hays County, Texas.
7. This agreement, together with the invoices issued from time to time, shall constitute the agreement of the Customer with respect to credit purchases for MCCOY'S. In the event of any conflict between the terms of any invoice or this agreement, then the terms of this agreement will control. In the event that any provision contained herein shall later be held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain fully enforceable.
8. The undersigned hereby consent(s) to MCCOY'S use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. You also authorize McCoy's to report information concerning you or your Account, and any Personal Guarantor, including information about your, and any Personal Guarantor's, performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. The undersigned hereby authorize(s) MCCOY'S to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

<b>IF CORPORATION:</b>	<b>IF INDIVIDUAL OR SOLE PROPRIETORSHIP:</b>	<b>IF PARTNERSHIP:</b>
_____	_____	_____
(printed name of Corporation)	(printed name)	(printed name of partnership)
By: _____	_____	By: _____
(President's Signature)	(signature)	(signature of managing partner)
By: _____		By: _____
(Secretary's Signature)		(signature of partner)

Approved \_\_\_\_\_, 20\_\_\_\_\_.

MCCOY CORPORATION, San Marcos, Texas

By: \_\_\_\_\_