

KEARNY PEARSON FORD

TERMS: Net 10th of the month
following purchase

7303 Clairemont Mesa Blvd.
San Diego, CA 92111

COMMERCIAL CREDIT APPLICATION (NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES)

APPLICANT INFORMATION					
LEGAL BUSINESS NAME:		DBA:		FEDERAL TAX ID:	
PHYSICAL STREET ADDRESS:			MAILING ADDRESS:		
CITY, STATE, ZIP:			CITY, STATE, ZIP:		
OFFICE TELEPHONE:	MOBILE NO:	FAX NO:		E-MAIL:	
STATE OF ORGANIZATION:	BUSINESS TYPE: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other:				DATE FORMED:
SALES TAX STATE ID:	TAXABLE: <input type="checkbox"/> Yes <input type="checkbox"/> No – attach cert.	PO's REQUIRED: <input type="checkbox"/> Yes <input type="checkbox"/> No	EST. MONTHLY PURCHASES (All accounts will have credit limits) \$		
HAS APPLICANT OR ANY OFFICERS, PARTNERS, OWNERS OR MEMBERS EVER FILED BANKRUPTCY? WHO AND WHEN?				OUTSTANDING LIENS OR JUDGMENTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	
LIST THE NAMES OF ANY AFFILIATED, SUBSIDIARY OR PARENT COMPANIES OF APPLICANT. LIST THE NAME OF ANY OTHER BUSINESS OPERATED BY ANY OFFICER, PARTNER OR OWNER, WHETHER PAST OR PRESENT.					
HAVE YOU EVER DONE BUSINESS WITH OR RECEIVED CREDIT FROM KEARNY PEARSON FORD OR A SUNROAD SUBSIDIARY BEFORE?			ACCTS PAYABLE CONTACT:		
If yes, under what Name:		Location:	Name:	Phone No:	
NAMES OF OWNERS, PARTNERS, OFFICERS & MEMBERS					
NAME & TITLE:		SSN:	NAME & TITLE:		SSN:
HOME ADDRESS:			HOME ADDRESS:		
CITY, STATE, ZIP:			CITY, STATE, ZIP:		
HOME TELEPHONE:	MOBILE NO:		HOME TELEPHONE:	MOBILE NO:	
PRIMARY BANK REFERENCE					
BANK NAME:		OFFICE TELEPHONE NO:		LOAN OFFICER:	
CHECKING ACCT NO:		BUSINESS LOAN NO:		SAVINGS ACCT NO:	
PRINCIPAL TRADE REFERENCES					
COMPANY NAME:		CITY:	OFC. TELEPHONE NO:	FAX NO:	
COMPANY NAME:		CITY:	OFC. TELEPHONE NO:	FAX NO:	
COMPANY NAME:		CITY:	OFC. TELEPHONE NO:	FAX NO:	
COMPANY NAME:		CITY:	OFC. TELEPHONE NO:	FAX NO:	



**NOTE: PLEASE COMPLETE AND SIGN
ON THE REVERSE SIDE.**

CREDIT AGREEMENT

The terms and conditions of this application shall, upon extension of credit to the undersigned (hereinafter "Applicant") by **Kearny Pearson Ford, any of its subsidiaries, branches or divisions now existing or hereafter created and their successors and assigns** (hereinafter collectively referred to as the "Seller"), constitute a credit agreement between Applicant and Seller (hereinafter, this "Agreement") and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to the order of Seller: (1) all invoices by the tenth day of the month following the current billing cycle or as otherwise stated on invoices or statements and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of eighteen percent per annum or the maximum rate of default interest allowed in the state where the goods are sold, whichever is less; and (3) all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and collection agency fees.

Applicant agrees that in the event of delivery of purchased goods F.O.B. place of delivery, title shall pass to Applicant upon tender of the goods or materials to the place of delivery with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue. Applicant understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Applicant represents that such information is true, correct and complete.

No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes only and not for personal, family or household purposes. Applicant understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Applicant.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT AND EACH BUSINESS OWNER, PARTNER, OFFICER & MEMBER OF APPLICANT, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.

APPLICANT

By: **X** _____
Authorized Signature & Title Date

By: **X** _____
Authorized Signature & Title Date

Printed Name _____

Printed Name _____

PERSONAL GUARANTY

to

Kearny Pearson Ford (herein after referred to as "Seller")

For value received and to induce Seller to extend credit to _____ a company doing business in the State of _____, or to any other company or corporation controlled, either directly or indirectly by the Guarantor(s), the undersigned Guarantor(s) jointly and severally and personally as individuals, do hereby unconditionally and absolutely guarantee to pay Seller, the total amount of any indebtedness of said company or companies, whether said indebtedness is already incurred, or is hereafter incurred.

Such indebtedness will be paid in full by the Guarantor(s) to Seller within 15 days after receipt of written demand, sent to them at their last known addresses by regular mail. Further, in the event of any default on contract payment terms to Seller, Guarantor(s) agrees to pay not only all such indebtedness, but will also pay any interest on the unpaid balance, all costs and expenses incurred by Seller in collecting or attempting to collect such indebtedness including, but not limited to, collection agency costs, and as allowed by applicable law, reasonable attorney's fees, all court costs, lien or foreclosure expenses, asset search fees, and any and all other costs of collection or enforcement of any judgments.

This Guaranty shall be governed by the laws of the State of California and any lawsuits resulting from this extension of credit may be commenced in San Diego County. Guarantor(s) waives any and all objections to such location including objections based on jurisdiction or venue. Guarantor(s) agree to permit Supplier to verify any information in the Credit Application with any person or firm.

GUARANTORS' SIGNATURES

By: **X** _____
Authorized Signature & Title Date

By: **X** _____
Authorized Signature & Title Date

Printed Name _____

Printed Name _____