

# **A&I Distributors**

P.O. Box 1999 Billings, MT 59103 Phone: (406) 245-6443 Fax: (406) 256-1113

E-mail Address: \_\_\_\_\_ Credit Requested: \_\_\_\_\_ \_\_\_\_\_ Account Number\_\_\_

\_\_\_\_ Salesman Number\_\_\_\_

## **APPLICATION FOR COMMERCIAL CREDIT**

For the purpose of obtaining merchandise on credit from A&I Distributors, the following statement is made, intending you should rely on same as true and correct.

| Legal of Name Firm:              | Since:         | Phone:          |        |
|----------------------------------|----------------|-----------------|--------|
| DBA:                             | Since:         | Fax:            |        |
| Physical Address:                | City:          | State:          | Zip:   |
| Mailing Address:                 | City:          | State:          | Zip:   |
| Ship to Address:                 | City:          | State:          | Zip:   |
| Order Contact:                   | Pho            | ne:             |        |
| Accounts Payable Contact:        | Pr             | none:           |        |
| TYPE OF BUSINESS Federal ID#:    | Resale Tax#    | : Cou           | unty:  |
| Proprietorship [] Partnership [] | Corporation [] | LLC [] Governme | ent [] |

Please list each owner and/or officer. A&I Distributors credit terms are Net 10 Prox, meaning invoices are due on the 10<sup>th</sup> of the month following invoice date. I/we understand that all past due accounts will be subject to a time pay differential of 2% per month or 24% per annum. I/we agree to pay all costs including a return check fee of not less than \$30.00 and reasonable attorney's fees should this account come into default. I/we authorize release of credit information to A&I Distributors of Billings.

| 1. Name | Title                    | Phone |     |  |
|---------|--------------------------|-------|-----|--|
| Address | City                     | State | Zip |  |
| S.S.N   | * <mark>SIGNATURI</mark> | E     |     |  |
| 2. Name | Title                    | Phone |     |  |
| Address | City                     | State | Zip |  |
| S.S.N   | * <mark>SIGNATURI</mark> | E     |     |  |
| 3. Name | Title                    | Phone |     |  |
| Address | City                     | State | Zip |  |
| S.S.N   | * <mark>SIGNATURI</mark> | E     |     |  |

#### PLEASE NOTE:

- A) APPLICATION MUST BE SIGNED BY AT LEAST ONE OWNER OR OFFICER.
- B) ORIGINAL MUST BE RETURNED BEFORE CREDIT ACCOUNT CAN BE OPENED.
- C) IF ATTACHING CREDIT LETTER PLEASE SIGN CREDIT APPLICATION.

## **REFERENCES:**

| 1. Name  |            | _ Phone       |                     | _Fax               |           |
|--|------------|---------------|---------------------|--------------------|-----------|
| Address  | City       |               | State               | Zi                 | р         |
| 2. Name  |            | _Phone        |                     | _Fax               |           |
| Address  | City       |               | State               | Zi                 | р         |
| 3. Name  |            | Phone         |                     | Fax                |           |
| Address  | City       |               | State               | Zi                 | р         |
| SALES TAX:   |            |               |                     |                    |           |
| Are your purchases subject to sales tax?Yes        | _No        |               |                     |                    |           |
| If yes, please list tax body, taxing authority     |            |               | Sales tax rate to   | be charged         |           |
| If no, please provide documentation: ie: Completed | Streamline | d Exemption C | Certificate, ST-101 | l, copy of reselle | er permit |

# **BANKING REFERENCE:**

| Name    | Phone           | Fax   |      |
|---------|-----------------|-------|------|
| Address | _ City          | State | _Zip |
| Acct#   | Account Officer |       |      |

FOR VALUE RECEIVED, and in consideration of credit now or hereafter extended to <u>YOUR BUSINESS</u> and any successor corporations hereinafter called Debtor, by AUTOMOTIVE AND INDUSTRIAL DISTRIBUTORS OF BILLINGS, MONTANA, a Montana Corporation, hereinafter called A&I, undersigned (whether one or more than one) guarantees:

- (1) The payment to A&I upon demand of all sums of money now or hereafter owed by Debtor to A&I together with interest and/or Time Pay Differentials thereon;
- (2) The payment of all costs and expenses, including attorney's fees incurred by A&I in connection with the collection of the indebtedness of Debtor.

Upon any default of Debtor on any obligation owed A&I, A&I may, at its option, then and there demand and be entitled to the payment from undersigned of the full amount of such defaulted obligation, and if Debtor shall not pay such amount to A&I, A&I may proceed directly and at once against undersigned to collect such amount without first proceeding against Debtor, or any surety, endorser, of other guarantor and without foreclosing upon or selling or otherwise disposing of any security for said indebtedness. Failure of A&I to make such a demand at such time or so to proceed shall not relieve undersigned of undersigned's obligation hereunder or in any sense constitute a waiver. In the event that it is necessary for A&I to bring an action or suit against undersigned to enforce this guaranty, A&I shall be entitled to recover from undersigned, in addition to costs and disbursements allowed by law, a reasonable amount for A&I attorney's fees in such action or suit.

This guaranty shall be a continuing one and undersigned hereby expressly waives presentment, demand, protest, and notice of protest on any and all forms of such indebtedness, and also, notice of acceptance of this guaranty, acceptance on the part of said A&I being conclusively presumed by its request for this guaranty and receipt of the same by it. Undersigned consents to the extension of the time of payment of any obligation guaranteed by this guaranty without notice to the undersigned.

This guaranty shall be construed according to the laws of The State of Montana and shall be binding upon and shall insure to the benefit of the heirs, executors, administrators, successors, and assigns of undersigned and A&I. Venue shall be in Billings, Montana.

|                                 | Dated this day of, 20      |
|---------------------------------|----------------------------|
| (NO TITLE PLEASE <mark>)</mark> | Signature:                 |
|                                 | Printed Name:              |
|                                 | Address:                   |
|                                 | City, State, and Zip Code: |