

Pate's Hardware, Inc.  
7230 Hwy. 67  
Comanche, TX 76442



Telephone: 325-356-3177  
Fax: 1-844-803-2498  
ar@pateshardware.com

**Commercial Credit Application**

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

**Business Information**

Name of Firm: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Proprietorship  Partnership  LLC  Corporation  State Incorporated: \_\_\_\_\_ Year: \_\_\_\_\_ Yrs in Business: \_\_\_\_\_

Name of President, Owner or Partners: \_\_\_\_\_

Driver's License: \_\_\_\_\_ State: \_\_\_\_\_ Social Security No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ AP Telephone: \_\_\_\_\_

Email for AP: \_\_\_\_\_ Email for Statements: \_\_\_\_\_

Purchase Orders Required?: YES  NO  Check One: Taxable  Non-Taxable  (Tax Exemption Certificate Required)

**Credit Information**

Credit Line Desired: \$5001-\$10,000  \$10,001-\$50,000  \$50,001-\$100,000

Bank Name/Contact: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bank Name/Contact: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Trade Name/Contact: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Trade Name/Contact: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Trade Name/Contact: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Are there any unsatisfied judgements against you? NO  YES  If Yes, to whom? \_\_\_\_\_

Have you been declared bankrupt in the last 10 years? NO  YES  If Yes, where? \_\_\_\_\_ Year \_\_\_\_\_

**Authorized Signatures**

**NOTICE: DO NOT SIGN AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS THEREOF ON PAGE 2 OF 2 OF THIS APPLICATION.**

I certify that everything I have stated in this application and on any attachments is correct. I certify that Pate's Hardware, Inc. may keep this application whether or not it is approved. By signing below, I authorize Pate's Hardware, Inc. to check my credit and employment history and to answer questions others may ask Pate's Hardware, Inc. about my credit record. I understand that I must update credit information at your request if my financial condition changes.

Applicant's Signature: **X** \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: **X** \_\_\_\_\_ Title: \_\_\_\_\_

I hereby authorize the above listed Bank and Trade References to release information to Pate's Hardware, Inc. for use in the evaluation of this Credit Account request.

Signature of Applicant\*: **X** \_\_\_\_\_ Date \_\_\_\_\_

Print Applicant Name: **X** \_\_\_\_\_ Title: \_\_\_\_\_

\* Credit cannot be granted without a signature acknowledging credit terms.

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**Terms and Conditions**

**Credit Application**

**Date:**

In consideration of the extension of credit by Pate's Hardware, Inc., the undersigned purchaser hereby agrees that the terms and conditions of all sales are as follows:

1. Terms of sale are: Net Due 10th of each month following purchases. Invoices not paid by month end of month due are past due and subject to service charge of 1.5 percent per month.
2. Should this account upon default, be collected by or through an attorney at law, the undersigned agrees to pay reasonable attorney's fees in addition to the principal indebtedness and interest thereon.
3. Should purchaser be a corporation or partnership, for good and valuable consideration, including the extension of credit to the principal, the undersigned, whether officer, partner, agent, or otherwise agree that by execution hereof or behalf of the principal he or they is/ are personally liable, jointly and severally with the principal, as a guarantor(s) for the payment of all indebtedness or liabilities incurred pursuant to this agreement. Demand for payment and notice of indebtedness and default are expressly waived. In the event of default, each of the undersigned hereby assign to seller a sufficient portion of his homestead exemption to which he may be entitled under laws of the state of his residence to pay his obligation hereunder. The terms and conditions hereof and the guarantee herein given shall continue in full force and effect until such time as the seller, Pate's Hardware, Inc., shall receive from the undersigned written notice of revocation, and such revocation shall not in any way relieve the undersigned from indebtedness or liability incurred prior to the actual receipt by seller of such notice of revocation
4. It is agreed that the sales, whether invoiced to the purchaser in his or its individual, corporate or partnership name or in any trade name or in the name of any subsidiary company or in the name of any officer or agent, shall nevertheless be an indebtedness of the purchaser hereon stated.
5. Purchaser agrees to examine all invoices and statements promptly upon receipt and to notify seller immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify seller in writing of such failure of delivery, shortage, discrepancy, or error within thirty (30) days of his or its receipt of such invoice or statement.
6. Purchaser agrees to immediately examine shipment and agrees to notify seller promptly of any errors in shipment and of any defective material supplied.
7. Use of material shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.
8. Any and all disputes arising from this agreement shall be decided solely and exclusively by state courts located in Comanche County, Texas, or, if in federal court, Northern District of Texas.

**Individual Personal Guaranty**

I, (We), \_\_\_\_\_ (person/individual), for and in consideration of your extending credit at our request, the receipt and sufficiency of said consideration which is hereby acknowledged, do hereby personally guarantee \_\_\_\_\_ (name of company). I (We) hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the above-named company whenever that company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness. The obligation shall cover the renewal of any claims guaranteed by this instrument or extensions of time of payment thereof. I agree to be obligated by any and all agreements between Company and Pate's Hardware, Inc. and all provisions of same.

Applicant's Signature: **X** \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: **X** \_\_\_\_\_ Title: \_\_\_\_\_

**For Office Use Only**

Credit Application Submitting Location: \_\_\_\_\_