

GULF COAST MATS & EQUIPMENT, LLC

**P.O. BOX 2542
LEAGUE CITY, TX 77574
(832)557-5438
ap@gulfcoastmats.com**

COMMERCIAL CREDIT APPLICATION

Company Information:

Company Name: _____ In business since: _____

Db(s): _____ Trade Type: _____

Federal EIN: _____ Structure: LLC Corporation Partnership Sole Prop

If subsidiary; Name of Parent Company: _____

Billing Address: _____

Physical Address: _____

Main Phone: _____ A/P: _____ FAX: _____ Website: _____

E-mail for Invoicing: _____ P.O.'s required? _____

Company Principals:

Name: _____ Title: _____

Address: _____

Direct Phone: _____ Email: _____ SSN: _____

Name: _____ Title: _____

Address: _____

Direct Phone: _____ Email: _____ SSN: _____

Authorized Buyer(s): _____

Credit/Trade References (Name, address, phone):

1) _____

2) _____

3) _____

Primary Bank: _____ Officer: _____ Phone: _____

Location: _____ Account #: _____ D-U-N-S #: _____

I hereby certify that the information set forth in this Commercial Credit Application Package is complete and accurate. The information is furnished with the understanding that it is for the specific purpose of determining the amount and conditions for extension of credit. I hereby authorize the named credit and bank references to release information to Gulf Coast Mats & Equipment, LLC as necessary to verify the information provided.

Signature Title Date

Continuing Guaranty

**Gulf Coast Mats & Equipment, LLC (“Lender”)
P.O. Box 2542, League City, TX 77574**

Guarantor: _____ Phone #: _____ SSN: _____

Address: _____

Customer: _____ Phone #: _____

Address: _____

To induce Gulf Coast Mats & Equipment, LLC, to extend credit to or for the account of Customer and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, Guarantor agrees that:

1. Guarantor personally and unconditionally guarantees prompt payment of all indebtedness, obligations and liabilities of every kind, now owing or hereafter incurred, of Customer to Gulf Coast Mats & Equipment, LLC;
2. This is a primary, irrevocable, and unconditional guarantee of payment and not of collection, an agreement of guaranty and not of suretyship, and independent of Customer’s obligations to Gulf Coast Mats & Equipment, LLC;
3. Payments are to be made to Gulf Coast Mats & Equipment, LLC in accordance with the payment requirements of the particular obligation to be enforced under this Guaranty;
4. This is a continuing guaranty and will remain in effect regardless of any modification or extensions of Customer’s obligations or indebtedness to Gulf Coast Mats & Equipment, LLC;
5. Guarantor's obligations will not be diminished by any compromise or release agreed on by Customer and Gulf Coast Mats & Equipment, LLC or by the discharge, limitation, or modification of Customer’s obligations in any bankruptcy or other debtor relief proceeding;
6. Guarantor waives all requirements of law, if any, that any collection efforts be made against Customer or that any action be brought against Customer before resorting to this Guaranty;
7. If there is more than one Guarantor, the obligations of each Guarantor will be joint and several;
8. If legal proceedings are necessary to collect Customer’s indebtedness subject to, or against Guarantor to enforce, this Guaranty, Guarantor will pay, as accrued, all costs of such legal proceedings, including attorney fees;
9. Gulf Coast Mats & Equipment, LLC may obtain, review and verify Guarantor’s personal credit reports and credit history as part of Customer’s application for credit;
10. Guarantor will not use an oral statement to contradict or alter the written terms of this Guaranty or to raise a defense to this Guaranty; and
11. Texas law shall govern and apply to this Guaranty.

Guarantor further agrees to waive his or her rights:

1. To notices of acceptance, modification, extension, and default and any other notice;
2. To claim any defense arising out of lack of diligence, any failure to pursue Customer, loss or impairment of any right of subrogation or reimbursement, release of any other guarantor or collateral, death or insolvency or lack of corporate authority of Customer, and waiver or release or election based on Gulf Coast Mats & Equipment, LLC's or Customer's rights and obligations under any particular obligation or the enforcement of its terms; and
3. Under chapter 43 of the Texas Civil Practice and Remedies Code.

Under this Guaranty, “Guarantor” includes heirs and successors, and the rights of Gulf Coast Mats & Equipment, LLC shall accrue to its successors and assigns.

If any part of this Guaranty is found to be unenforceable, all other parts will remain in effect.

A scanned copy of this Guaranty electronically submitted by Customer and/or Guarantor, and the signatures hereon, may be accepted by Gulf Coast Mats & Equipment, LLC as the original Guaranty with original signatures.

Guarantor, by signing below, acknowledges that he or she has read and understands the significance of this Guaranty, including all waivers, and that he or she becomes personally obligated as Guarantor under this Guaranty.

Guarantor Signature _____ Title _____ Date Signed: _____

Witness Signature _____ Witness Name & Address _____

TERMS OF EXTENSION OF CREDIT

Gulf Coast Mats & Equipment, LLC
P.O. Box 2542
League City, TX 77574

The undersigned Applicant for credit, by execution and submission of this Commercial Credit Application Package, specifically understands and agrees as follows:

1. That all purchases from Gulf Coast Mats & Equipment, LLC, are made subject to the terms and conditions set forth in this Commercial Credit Application Package;
2. That credit accounts established hereunder are “net 30,” which require full payment of purchases within 30 days following the purchase date;
3. That Gulf Coast Mats & Equipment, LLC, reserves the right to require initial purchases with immediate payment before extending “net 30” terms;
4. THAT PURCHASES NOT PAID WITHIN THE “NET 30” TERMS WILL BE CHARGED INTEREST OF UP TO 5/6% PER MONTH (10 % APR);
5. That partial payments are applied first to accrued interest and then to the oldest unpaid purchases or invoices;
6. That late payment may result in immediate withdrawal of the “net 30” credit account;
7. That payments, if mailed, must arrive to the Gulf Coast & Equipment LLC, mailing address by the due date; that is, payment will be considered as made when received;
8. That Gulf Coast Mats & Equipment, LLC, for the purpose of securing full payment of goods sold, shall retain a vendor’s security interest in goods sold until the entire purchase price for such goods plus any accrued interest is paid in full;
9. That no transfer, renewal, extension, or assignment of Applicant’s account or contracts, or any interest in such, and no loss, damage, or destruction of purchased goods will release Applicant from its obligation to pay amounts due;
10. That in the event Applicant fails to comply with the “net 30” account terms and conditions or if a bankruptcy, receivership, insolvency, or other collection enforcement proceeding is initiated against Applicant or Applicant’s assets, or a principal owner or parent company of Applicant, Gulf Coast Mats & Equipment, LLC, shall have the right to take possession of unpaid goods and other rights as conferred by law, and Applicant hereby agrees to pay all costs of storage, repairs, resale and legal fees as a result of such repossession.
11. Applicant hereby authorizes Gulf Coast Mats & Equipment, LLC to obtain credit information from Applicant’s creditors, credit reporting agencies; and Applicant hereby authorizes such parties to release Applicant’s credit information to Gulf Coast Mats & Equipment, LLC.

BY EXECUTION OF this Commercial Credit Application Package, the undersigned Applicant hereby applies for credit and specifically represents that he or she has read, understood and agrees to the Terms of Extension of Credit set forth herein and in this Package. The Applicant specifically represents and warrants that the statements and information of Applicant in this Commercial Credit Application Package, including any attached financial statements and information, are true and correct.

Applicant Name: _____ Date Signed: _____

By: _____
Signature Printed Name Title

**GULF COAST MATS & EQUIPMENT, LLC
P.O. Box 2542
League City, TX 77574
(409) 550-4271**

PLEASE PROVIDE THE FOLLOWING JOB INFORMATION FOR OUR FILES:

Job Name/Description: _____

Job Address: _____

Job Superintendent: _____

Purchasing Dept. Email: _____

Job Phone No. _____

Job FAX No. _____

Property Owner's Name: _____

Owner's Address: _____

Are you the: _____ **General Contractor?** _____ **Subcontractor?**

If you are a subcontractor, please provide the General Contractor's name and mailing address: _____

Is this job bonded? _____ **If yes, please provide the bonding agent's name, address, phone number and email, and how the bond is listed with the bonding agent:**

Phone no. _____ **Email:** _____ **Bond #** _____

If this job is tax exempt, please attach a Resale/Exemption certificate for our files. The Texas State Comptroller and Texas law prohibit tax-exempt sales without a properly completed and authorized certificate on file.