

10302 N. IH35
 San Antonio, TX 78233
 Telephone: 210-657-5828
 Fax: 210-657-5886

Southwest Trailers



Credit Application

NOTICE: This application will not be processed unless all questions are answered and it is properly signed. Owner, partners or two corporate officers must sign application and personal guarantee statement before application will be processed for approval. The personal guarantee must be notarized.

COMPANY INFORMATION

Bill To Name _____ Phone # _____

Address _____ Fax # _____

City _____ State _____ Zip _____

Ship to Address _____ Fax # _____

City _____ State _____ Zip _____

# of Employees	Annual Sales	Type of Business	Date Established	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
				State Incorporated

Financial Statements Available? Yes No

Are you affiliated with any company currently doing business with *Southwest Trailers*? Yes No If yes, company name _____

Federal ID # _____

Anticipated Annual Purchases _____

Purchase Orders Required?
 Yes No

Tax Exempt? Yes No If yes,
 Sales Tax Permit # _____
 Attach Completed Resale/Exemption Certificate

Purchasing Agent _____ Phone # _____ Fax # _____

Accounts Payable _____ Phone # _____ Fax # _____

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CORPORATE OFFICERS, PRINCIPALS, OR PARTNERS

Name _____ Title _____ Phone # _____

Address _____

City _____ State _____ Zip _____ SS# _____

Name _____ Title _____ Phone # _____

Address _____

City _____ State _____ Zip _____ SS# _____

BUSINESS REFERENCES

There must be a **MINIMUM** of three business credit references filled out **COMPLETELY** before *Southwest Trailers* will process this application. References such as utilities will not be considered.

Name _____ Phone _____ Fax _____

Address _____

City _____ State _____ Zip _____

Name _____ Phone _____ Fax _____


Address _____

City _____ State _____ Zip _____

Name _____ Phone _____ Fax _____

Address _____

City _____ State _____ Zip _____

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<h2>Credit Application</h2>		

BANKING REFERENCES

Name _____ Phone # _____

Address _____ Fax # _____

City _____ State _____ Zip _____

Account # _____ Officer/Contact _____

TERMS OF SALE: NET 30

Original Invoice (no packing slip) will be shipped with order. Will you require a copy of your invoice mailed? Yes No

Statements will be mailed on the first of every month. A service charge of 1 1/2% per month will be charged on all past due balances.

I (We) certify that all of the above information is correct. I (We) fully understand Southwest Trailer's credit terms and agree to the proper payment in consideration of extended credit.

 (Signature) (Title) (Date)

 (Signature) (Title) (Date)

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize you to release checking, loan, and any other pertinent credit information to *Southwest Trailers*. A photocopy of this "Authorization to Release Information" shall be sufficient for you to submit this requested credit information to *Southwest Trailers*.

 Company Name Authorized Signature/Date

OFFICE USE ONLY – DO NOT WRITE IN THIS SPACE

Date Credit Approved	Credit Approved By	Account # Assigned	Credit Limit	Price Template/Approved By
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GUARANTEE AGREEMENT

TO INDUCE **SOUTHWEST TRAILERS**, TO SELL GOODS OR TO EXTEND CREDIT OR DEAL WITH

HAVING AN OFFICE AT _____

HEREINAFTER CALLED THE (DEBTOR), EACH OF THE UNDERSIGNED GUARANTORS HEREBY GUARANTEES TO SOUTHWEST TRAILERS, THE FULL PAYMENT BY THE DEBTOR TO SOUTHWEST TRAILERS OF ALL SUMS NOW OR HEREAFTER DUE BY THE DEBTOR TO SOUTHWEST TRAILERS AND THE DUE AND TIMELY PAYMENT BY THE DEBTOR OF ALL OF ITS PRESENT AND FUTURE OBLIGATIONS TO SOUTHWEST TRAILERS. THE UNDERSIGNED GUARANTORS, FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AGREE THAT THEY ARE FINANCIALLY INTERESTED IN THE SAID DEBTOR AND AGREE TO BE HELD RESPONSIBLE FOR SAID OBLIGATIONS, PRECISELY AS IF THE SAME HAD BEEN CONTRACTED AND DUE AND OWING BY THE UNDERSIGNED THEMSELVES, AND AGREE TO PAY SAID OBLIGATION ON DEMAND, FOR ANY BALANCE THAT MAY BE DUE AND PAYABLE AT ANY TIME FOR THE GOODS SOLD BY SOUTHWEST TRAILERS TO THE DEBTOR.

EACH GUARANTOR HEREBY WAIVES NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, NOTICE OF DEMAND AND MATURITY OF PAYMENTS TO BECOME DUE, NOTICE OF DEFAULT IN PAYMENT AND ALL SUCH NOTICES CUSTOMARILY GIVEN UNDER LIKE CIRCUMSTANCES. IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT THE UNDERSIGNED EXPRESSLY CONSENTS THAT THE TIME OF PAYMENT OF ANY INDEBTEDNESS HEREBY SECURED MAY BE EXTENDED WITHOUT NOTICE TO OR CONSENTS FROM THE UNDERSIGNED. THE LIABILITY OF EACH GUARANTOR HEREUNDER IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING SOUTHWEST TRAILERS TO EXHAUST ITS LEGAL REMEDIES FOR RECOVERY AND COLLECTION AGAINST THE DEBTOR BEFORE LOOKING TO THE UNDERSIGNED FOR PAYMENT OF THIS ACCOUNT. IN SUCH AN EVENT AND UPON RECEIPT OF NOTIFICATION OF THE DEBTOR'S DEFAULT BY SOUTHWEST TRAILERS, THE GUARANTOR(S) ASSUME LIABILITY THEREFORE AND AGREE(S) TO PAY WITHOUT DELAY OR DEFALCATION. IF THERE IS MORE THAN ONE GUARANTOR, THE LIABILITY OF THE GUARANTORS HEREUNDER SHALL BE JOINT AND SEVERAL. IF THE DEBTOR OR ANY GUARANTOR SHOULD BECOME INSOLVENT AT ANY TIME, OR IF A PETITION IN BACKRUPTCY OR REORGANIZATION PROCEEDINGS SHALL BE FILED OR COMMENCED BY, AGAINST OR IN RESPECT OF THE DEBTOR OR ANY GUARANTOR, ANY AND ALL OBLIGATIONS OF EACH GUARANTOR SHALL, AT SOUTHWEST TRAILERS'S OPTION BECOME IMMEDIATELY DUE AND PAYABLE WITHOUT NOTICE; ALL OBLIGATIONS OF DEBTOR SHALL BECOME IMMEDIATELY DUE AND PAYABLE ON DEMAND AT THE OPTION OF SOUTHWEST TRAILERS WHENEVER IT DEEMS ITSELF INSECURE, AND IF SAID OBLIGATIONS ARE NOT PAID BY DEBTOR WITHIN 10 DAYS AFTER DEMAND HAS BEEN MADE UPON DEBTOR, THE UNDERSIGNED GUARANTORS AGREE THEY SHALL THEN BE RESPONSIBLE FOR SAID OBLIGATIONS AND AGREE TO PAY SAME UPON DEMAND; THIS GUARANTEE IS, AS TO EACH GUARANTOR, A CONTINUING GUARANTEE WHICH SHALL REMAIN EFFECTIVE UNTIL EXPRESSLY TERMINATED AS HEREINAFTER PROVIDED; THIS GUARANTEE MAY BE TERMINATED AS TO ANY GUARANTOR ONLY BY GIVING SOUTHWEST TRAILERS, 343 GEMBLER RD, SIXTY (60) DAYS PRIOR WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL; SUCH TERMINATION SHALL BE APPLICABLE ONLY TO TRANSACTIONS HAVING THEIR INCEPTION AFTER RECEIPT OF THE NOTICE OF TERMINATION; ANY AND ALL PRESENT AND FUTURE DEBTS AND OBLIGATIONS OF THE DEBTOR TO EACH GUARANTOR ARE HEREBY SUBORDINATED TO THE FULL PAYMENT AND PERFORMANCE OF ALL FUTURE DEBTS AND OBLIGATIONS OF THE DEBTOR TO SOUTHWEST TRAILERS.

THIS GUARANTEE NOT TO EXCEED A MAXIMUM AMOUNT OF \$ _____.

THE UNDERSIGNED AGREE TO PAY ALL COSTS AND/OR EXPENSES INCURRED BY SOUTHWEST TRAILERS IN ENFORCING THIS GUARANTEE, WHETHER AGAINST THE UNDERSIGNED OR THE SAID DEBTOR.

ACKNOWLEDGMENT

Signature Title Date

Signature Title Date

STATE OF _____)

COUNTY OF _____)

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 20____

Notary Public
My Commission Expires _____

TEXAS RESALE CERTIFICATE

Name of Purchaser, Firm or Agency	Phone (Area Code and number)											
Address (Street & number; P.O. Box or Route number)												
City, State, ZIP Code												
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit – must contain 11 digits if from a Texas permit)												
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>												<p>(Mexican retailer's must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)</p>

I, the purchaser named above, claim the right to make a non-taxable purchase for resale of the taxable items described below or on the attached order or invoice form:

Seller: Southwest Trailers

Address : 10302 N. IH35

City, ST, ZIP : San Antonio, TX 78233

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

<p style="text-align: center;"><i>Purchaser</i></p> <p>Sign Here </p>	<p style="text-align: center;"><i>Title</i></p>	<p style="text-align: center;"><i>Date</i></p>
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This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.