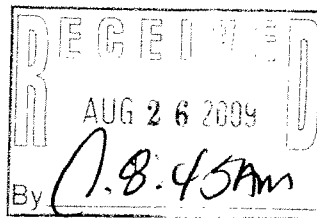




# PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E., C.F.M.  
PLANNING ADMINISTRATOR



TO: MARTHA SALAZAR PURCHASING AGENT

ATTN: MATI FAZ, PURCHASING DEPT.

FROM: IRMA CELIA CASTILLO, EXECUTIVE ASS'T  
HIDALGO COUNTY PLANNING DEPT.

*Irma Celia Castillo  
8-25-09*

DATE: AUGUST 25, 2009

RE: GCR UPDATING CREDIT FILES

Mati,

GCR faxed me the attached 4 pages in order to upgrade their files. Since there is an agreement that needs to be signed, I remembered that you told me that only the Judge signs agreements.

Please let me know if this is something I can do over here at our Dept. and have my Dept. Head sign off on the agreement. You can call me at (956)318-2840 or e-mail me at [irma.castillo@hchd.org](mailto:irma.castillo@hchd.org).

Attachments(4)

Thank You.

MF082509



200 East Highway 83  
Pharr, TX 78577

Tel. (956) 787-5571  
Fax (956) 787-1673

August, 2009

RE: Updating Credit Files

Dear Valued Customer,

In a recent audit of our customer files, we found it necessary to bring your file current by requesting an updated credit application and agreement.

Please complete the enclosed form and return to:

GCR Tire Center  
200 E, Hwy. 83  
Pharr, TX. 78577  
Attn: Linda Hester

You may also return via fax to my attention at 956 787-1673,  
If you claim tax exemption, please provide an updated certificate for our records.

Thank you in advance for your prompt attention to this matter.

Best Regards,

*Linda Hester*

Linda Hester  
Office & Credit Manager

**STORE # 1134**

**GCR TIRE CENTERS**

200 E. Highway 83 Pharr, TX. 78577 Tel. 956 787-5571 Fax 956 787-1673

**COMMERCIAL ACCOUNT APPLICATION AND AGREEMENT**

GCR Tire Centers, A Division of Bridgestone Americas Tire Operations LLC

Business Name _____	Phone _____	Fax _____
Shipping Address _____	County _____	D&B Rating _____
Billing Address _____		
Nature of Business _____	Year Started _____	Number of Employees _____
Parent Co Name _____	Address _____	
Affiliate Co Name _____	Address _____	
Number of Vehicles in Fleet: Large Trucks _____	Small Trucks _____	Pieces of Eqpt. _____ Autos _____
A.P. Contact Person/Ext # _____	Email: _____	Purchase order required? _____
Authorized Buyers _____		
Tax Exempt <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, tax exemption number _____	Amount of Credit Requested _____
Has customer/guarantor filed bankruptcy in past 5 yrs? _____	Defaulted on any indebtedness in past 5 years? _____	

<b>Corporation</b>	Date of Incorporation _____	State of Incorporation _____	Federal Tax ID Number _____
Name and address of three Officers:			
Name	1 _____	2 _____	3 _____
Title	1 _____	2 _____	3 _____
Home Address	1 _____	2 _____	3 _____
City, ST, Zip	1 _____	2 _____	3 _____

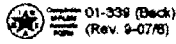
<b>Partnership</b>			
Name, Address and Social Security Number of All Partners.			
Name	1 _____	2 _____	3 _____
Title	1 _____	2 _____	3 _____
Home Address	1 _____	2 _____	3 _____
City, ST, Zip	1 _____	2 _____	3 _____
% of Ownership	1 _____	2 _____	3 _____
Social Security #	1 _____	2 _____	3 _____

<b>Proprietorship</b>	Name _____	Phone # _____	Social Security # _____
Home address _____			

<b>Bank Reference</b>		
Primary Bank Name _____	Phone # _____	Contact _____
Bank Address _____	Type of Acct _____	Account # _____
Secondary Bank Name _____	Phone # _____	Contact _____
Bank Address _____	Type of Acct _____	Account # _____

<b>Trade References</b> Please provide four references where you have established credit.			
Name	Phone #	Fax #	\$ Monthly Purchases
1) _____			
2) _____			
3) _____			
4) _____			
(Tire Supplier)			
5) City & State of other established GCR Tire accounts: _____			

**Terms & Conditions on Reverse Side**



### TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchaser claims this exemption for the following reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

sign here	Purchaser	Title	Date

**NOTE:** This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.  
**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**  
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

### Terms & Conditions

The undersigned (the "Customer") may desire to purchase goods and services from GCR Tire Centers, a Division of Bridgestone Americas Tire Operations LLC (the "Company") on account and agrees in consideration of the account to be bound by the following terms and conditions. Neither the Customer nor the Company shall have any obligation to sell or purchase or to continue to sell or purchase goods or services. However, all sales and purchases actually made shall be governed by this Agreement. This Agreement shall be effective only when accepted by the Company by making of a sale on account to the Customer.

The Company will mail to the Customer a statement of the Customer's account reflecting purchases, charges, and credits through the 20<sup>th</sup> of the month. This statement will be deemed to be correct and accepted as rendered unless Customer notifies the Company in writing within 15 days following the statement date of any errors in such statement. The Customer shall pay to the Company the Total Due on the Company's monthly statement by the 10<sup>th</sup> day of the month following the statement date (the "Date Due") and that portion of the Total Due not paid prior to the following 20<sup>th</sup> will become delinquent. The Customer agrees to pay a delinquency charge which shall be computed by applying a periodic rate of 1.5% per month to the delinquent portion of the Customer's account (excluding delinquency charges) indicated on each statement. Unless otherwise specified in writing by the customer, all payments and credits shall be applied first to accrued and unpaid delinquency charges and second to charges for goods and services commencing with the oldest charge indicated on the statement. The Customer's willingness to pay delinquency charges shall not affect its obligation to make all payments on or before the Due Date.

In the event the Company brings suit to enforce any of the obligations of the Customer hereunder, the Customer hereby waives any venue objections, and hereby consents to venue as set forth by the Company. Furthermore, the Customer agrees to pay the Company's reasonable collection costs, attorney's fees and court costs incurred in connection with such suit, in an amount to be fixed by the court.

The Customer may be required to supply the Company with purchase orders, correct delivery addresses and project information, and a list of employees permitted to order, pick-up and sign for goods and services provided by the Company. The Customer assumes liability for the materials at the time of delivery whether or not a representative is on hand to acknowledge receipt of said materials.

The Customer agrees that the terms of the Credit Application and the amount of credit extended to the Customer may be modified, from time to time, without relieving the undersigned from the obligations set forth in this Agreement.

To induce the Company to enter this Agreement, the Customer has furnished bank and trade references for the purpose of establishing creditworthiness. The Company is authorized by the Customer to contact and obtain from such references information concerning customer's creditworthiness and to acquire credit reports on the Customer, and if applicable, the principal owners, partners or directors. In the event a financial statement is provided by the Customer, the Customer represents to the Company that there are no liabilities of the Customer, direct or indirect, fixed or contingent, as of the date of such financial statement, which are not reflected thereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: The signature above must be that of an authorized corporate officer, partner, or sole proprietor, in order to process this application.

**CONTINUING GUARANTEE:** The undersigned (the Guarantors") personally and individually, jointly and severally, unconditionally guarantee and promise to pay the Company, on demand, any and all present and future indebtedness, obligations and liabilities of the Customer and a separate action may be brought against any one or more of the Guarantors whether or not action is brought against any other Guarantors or against the Customer. Guarantors waive: (a) any right to have the Company proceed against the Customer or any security held from the Customer, (b) notice of the existence, creation or incurring of new or additional indebtedness, obligations or liabilities of the Customer to the Company; and (c) the benefits of any statutory provision limiting the liability of a surety.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SSN

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**FOR CREDIT DEPT. USE ONLY**

       Denied

       Approved

By: \_\_\_\_\_ Date: \_\_\_\_\_ Credit Limit: \_\_\_\_\_