

9/22/09
Regular
#17538



Hidalgo County
410 N. 13th Avenue
Edinburg, Texas 78539
(956)383-1026 -Phone
(956)383-1735 - Fax

Memo

To: Mr. Ramon Vela
Hidalgo County Purchasing Department

From: Patti Loya, Office Manager
Texas AgriLife Extension Service

Date: September 15, 2009

Subj.: **GCR Tire Center Credit Application**

As per our telephone conversation today, I am attaching the above reference application forms. I completed the information in which pertains to our department and left the rest blank.

Should you have any questions or need further information, please do not hesitate to call me at the above number.



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

*9/15/2009 - complete
As per Mr. Velazquez
what pertains to dept. he
will handle the rest.
JH*

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 Texas AgriLife Extension Service Phone (956)383-1026 Fax (956)383-1735
 Shipping Address _____ County Hidalgo D&B Rating _____
 Billing Address 410 N. 13th Ave-Edinburg, TX 78541
 Nature of Business Purchase tires Year Started _____ Number of Employees _____
 Parent Co Name Hidalgo County Address 100 E. Cano, Edinburg, TX 78539
 Affiliate Co Name _____ Address _____
 Number of Vehicles in Fleet: Large Trucks _____ Small Trucks _____ Pieces of Eqpt. _____ Autos _____
 A.P. Contact Person/Ext # Patti Loya Email: PLoya@ag.tamu.edu Purchase order required? YES
 Authorized Buyers Brad Cowan, Doug Denny, Patti Loya, Barbara Storz
 Tax Exempt XXyes 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? _____

Corporation 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 _____

Partnership
 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 _____

Proprietorship Name _____ Phone # _____ Social Security # _____
 Home address _____

Bank Reference
 Primary Bank Name _____ Phone # _____ Contact _____
 Bank Address _____ Type of Acct _____ Account # _____
 Secondary Bank Name _____ Phone # _____ Contact _____
 Bank Address _____ Type of Acct _____ Account # _____

Trade References 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

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 20th of the month. This statement will be deemed to be correct and accepted is 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 10th day of the month following the statement date (the "Date Due") and that portion of the Total Due not paid prior to the following 20th 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

SSN

Address

Signature

SSN

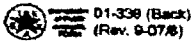
Address

FOR CREDIT DEPT. USE ONLY

Denied

Approved

By: _____ Date: _____ Credit Limit: _____



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.