



**bluelinerental.com**  
**(888) 899-8658 toll free information**  
**Please send the completed application to:**  
**(866) 258-1332 toll free fax or creditapp@bluelinerental.com**

APPLICATION FOR COMMERCIAL TRADE CREDIT ACCOUNT – U.S. Facility# \_\_\_\_\_ Salesperson \_\_\_\_\_ Date: \_\_\_\_\_ US APP 2.1.14

Customer Information		
Legal Name of Company <b>Hidalgo County Facilities Management</b>		Federal Tax ID #
Trade Name (if different)	Annual Revenue	Contractor License #
Billing Address <b>P.O. Box 1356</b>	Physical Address <b>3100 S. Bus. Hwy. 281</b>	Business Phone #
City / State / ZIP <b>Edinburg, Texas. 78539</b>	City / State / ZIP <b>Edinburg, Texas. 78539</b>	Business Fax #
Business Type: <input type="checkbox"/> LLC <input type="checkbox"/> "C" Corporation <input type="checkbox"/> "S" Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor		AP Email Address
State Of Incorporation:	Year Established:	DUNS#
Is your company a: <input type="checkbox"/> Subsidiary of, or <input type="checkbox"/> Division of, or <input checked="" type="checkbox"/> N/A		AP Contact Name
Parent Company Name <b>Hidalgo County</b>	DUNS#	AP Phone #
Address <b>P.O. Box 1356</b>		AP FAX #
City / State / ZIP <b>Edinburg, Texas. 78539</b>		Controller Name
Federal Tax ID# <b>74-6000-717</b>	Year Established	State of Incorporation
Company owner's full name	Title	Percentage Ownership
Home Address	Driver's License # and State of issuance	Social Security #
City / State / ZIP		Home Phone #

Has Applicant or any of its owners, partners, officers, directors, or managing members, or any personal guarantor, ever been a debtor in a voluntary or involuntary bankruptcy filing, made an assignment for the benefit of creditors, had repossessions, debt charged off, or collection judgments?  Yes  No

If you have answered yes to any of the questions above, then please attach a separate page with an explanation detailing the issue.

Are financial statements available for review?  Yes  No Year End: \_\_\_\_\_ Public Company?  Yes  No Stock Symbol: \_\_\_\_\_

\*Customers requesting a credit line in excess of \$25,000 must submit financial statements for the last 2 years. Interim financial statement may be required. This information is held in strict confidence by BlueLine Rental.

Have you ever had an account with BlueLine Rental?  Yes  No (if yes, please provide details)

If your business is certified by the SBA as a Woman-Owned (WOSB), Veteran-Owned (VOSB), or other special business class please provide executed documentation with this application.

Is a blanket Purchase Order used authorizing rentals at BlueLine Rental?  Yes  No (if yes, please attach this document)

Is a Purchase Order number to be included on each invoice?  Yes  No (if yes, equipment may not be released unless a purchase order number is received)

Do you require a monthly statement?  Yes  No

Do you wish to purchase Limited Damage Waiver (LDW) on each equipment rental contract?  Yes  No (see Rental Agreement for additional details)

**Authorization to use a Consumer Credit Report**

The undersigned individual as a sole proprietor or as principal of the Applicant consents to and authorizes BlueLine Rental to obtain and use his or her individual credit history to evaluate this application for a commercial trade credit account. BlueLine Rental may from time to time make additional inquiries to your individual credit history when required to maintain or re-evaluate trade credit terms. The Federal Equal Credit Opportunity Act and Regulation B prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave, NW Washington, DC 20580.

**Terms and Conditions Agreement:**

Complete and signed applications requesting a commercial trade credit account will be processed immediately. Order fulfillment prior to account approval is to be paid in advance using Cash, MasterCard, Visa, American Express, or with a bank cashier's check or money order.

The undersigned is an authorized agent of the Applicant who certifies that the information submitted in support of this credit application is true in all respects and agrees to be bound by this Agreement, as well as each Rental Agreement entered into by the undersigned or agents of the undersigned. The undersigned further agrees that:

- Each Rental Agreement, its terms and conditions, all schedules attached thereto and other written agreements related thereto are incorporated herein by reference and together with this Application form the entire "Agreement" (as each is amended, supplemented, renewed, replaced or modified from time to time) between the Applicant and BlueLine Rental regardless of the employee or agent of the Applicant who executed the Agreement(s) and regardless of any informality in such execution or delivery; and
- BlueLine Rental is authorized to file any and all job lien notices, construction job liens, mechanic's liens or other remedies to protect its rights and interests in rented equipment and related accounts receivable; and
- all transactions are assumed to be taxable in all relevant jurisdictions unless BlueLine Rental receives a valid tax exemption certificate prior to the transaction; and
- all invoices will be paid to BlueLine Rental within the terms and conditions of the Agreement or otherwise agreed to by BlueLine Rental in writing (no oral modifications); and
- all invoices are due and payable at the remittance address on the face of the invoice within 30 days from the invoice date; and
- BlueLine Rental's reasonable costs of collection (including attorney fees and expenses, inclusive of attorney expenses incurred in appeals) incurred by BlueLine Rental in enforcing the Agreement, or in collecting money due from the Applicant / Purchaser to BlueLine Rental will be paid on demand; and
- all payments and other amounts due under the Agreement will be subject to an administrative late charge of 1.5% per month of the amount not timely paid for each month or portion of a month in which such amounts remain due and owing; and
- any check returned without payment for any reason constitutes default of this Agreement and will be charged a fee of \$35.00; and
- BlueLine Rental, at its sole discretion, may place an account on a cash basis if delinquent, in default, or otherwise deemed insecure and/or recover applicable equipment or otherwise change the credit terms of an open commercial trade credit account. Credit terms may be changed by sending notice to Applicant/Purchaser's mailing address listed on this Application; and
- BlueLine Rental will be provided with updated information as requested by BlueLine Rental in support of any established commercial trade credit account; and
- BlueLine Rental reports customer payment history to commercial credit reporting agencies; and
- this Application and the Agreement(s) may be executed and delivered by electronic transmission and its signature contained thereon shall be deemed original for all purposes.

Applicant Authorized Individual (please print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Full name of individual (please print - no titles) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



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APPLICATION FOR COMMERCIAL TRADE CREDIT ACCOUNT – U.S. VROC

**Trade References**

Pre-printed credit reference information can be used as an attachment provided inquiry authorization and all requested information is included.

<b>Bank Reference – Primary deposit and/or lending institution</b> Bank Name & Address	Bank Contact Name
	Bank Phone #
Account Types: Deposit Account #	Bank Fax #
Loan #	

<b>Insurance Company Reference – (Property &amp; Casualty Company providing certificate)</b> Insurance Name & Address	Insurance Company Contact Name
	Insurance Phone #
Account Types: Policy #	Insurance Fax #
Loan #	

<b>Trade Credit Reference – Hard goods vendor with credit line comparable to credit request</b> Company Name & Address	Vendor Contact Name
	Vendor Phone #
Account Types: Trade Account #	Vendor Fax #
Opened:	

<b>Trade Credit Reference – Hard goods vendor with credit line comparable to credit request</b> Company Name & Address	Vendor Contact Name
	Vendor Phone #
Account Types: Trade Account #	Vendor Fax #
Opened:	

**Authorization to Release Confidential Account History Information**

By our signature below we have authorized you to release any and all information to BlueLine Rental regarding our credit and account history with your organization. This information will be used to evaluate a commercial trade credit account with BlueLine Rental. We understand that this confidential information will be held in strict confidence between your organization and BlueLine Rental.

Requested Credit Limit \_\_\_\_\_

Applicant (Company Name) \_\_\_\_\_

Authorized Signature & Title \_\_\_\_\_

**UNCONDITIONAL PERSONAL GUARANTY**

As an inducement for BlueLine Rental's execution of the Agreement(s) and extension of credit to the Applicant, the undersigned individual(s) (each a "Guarantor") hereby UNCONDITIONALLY AND IRRECOVERABLY PERSONALLY GUARANTEE the following: (a) to pay BlueLine Rental in lawful money of United States all rents and other sums owing under all Agreements and any other instruments delivered by Applicant or its subsidiaries or affiliates to BlueLine Rental, on demand and in the amounts and at times set forth herein and therein; (b) to perform, at the time and in the manner set forth in this Agreement and such other instruments, all of the terms, covenants and conditions herein and therein required to be kept, observed or performed; and (c) to reimburse BlueLine Rental on demand for all costs of collection including, without limitation, reasonable legal fees (collectively, the "Obligations"). This Guarantee is a continuing one and shall terminate only upon full payment and performance of all of the Obligations. This Guarantee is a guarantee of prompt payment and performance and not merely a guarantee of collection.

This Guaranty is a continuing one and shall terminate only upon full payment and performance of all of the Obligations. This Guaranty is a guaranty of prompt payment and performance and not merely a guaranty of collection. Guarantor authorizes BlueLine Rental, with Customer's consent where required, but without notice or demand to any Guarantor, and without affecting Guarantor's liability hereunder, from time to time to: (a) change the amount, time or manner of payment of rent or other sums reserved in this Agreement or other such instruments between Customer and BlueLine Rental; and (b) change any of the terms, covenants, conditions or provisions of the Agreement or other such instruments between Customer and BlueLine Rental. Guarantor further agrees that it hereby waives all defenses relating to the Obligations, including without limitation those of protest, presentment or demand any right that Guarantor may have to require BlueLine Rental to proceed against the Customer or exhaust remedies prior to enforcing this Guaranty. If more than one individual executes this Guaranty, then each Guarantor agrees to be jointly and severally liable for the Obligations, and all references to the singular shall be construed to include the plural. Terms capitalized without definition shall take their meaning from the Agreement.

Guarantor signature (no titles) \_\_\_\_\_ Date \_\_\_\_\_

Witness signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name (no titles) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Driver's License # \_\_\_\_\_

Address: \_\_\_\_\_

PRINT

SAVE

# AMIGO POWER EQUIPMENT

304 WEST MONTE CRISTO RD. - EDINBURG, TEXAS 78541

PHONE: 956-383-6289 FAX: 956-383-0787

## CREDIT APPLICATION

NAME: Nidalgo County Facilities Management SPOUSE \_\_\_\_\_

NAME ON ACCOUNT Facilities Management

RESPONSIBLE PARTY DANIEL FLORES / Irene Cantu

ADDRESS: P.O. Box 1356 CITY Edinburg

STATE: Texas ZIP 78539 WORK # 956-289-7850

FAX # (956) 318-2648 CELLULAR # (956) 292-3653

DRIVER LICENSE # \_\_\_\_\_ STATE ISSUED \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ FED. ID# \_\_\_\_\_

STATE TAX # (IF APPLICABLE) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

By giving us your e-mail you are giving us permission to send you information without prior notice.

CREDIT REFERENCES: YOU MUST HAVE AT LEAST THREE WITH LOCAL

TELEPHONE NUMBERS.

1. Daniel Flores (956) 289-7855

2. Irene Cantu (956) 289-7852

3. \_\_\_\_\_

Purchase Order required:  Y or N Credit Limit desired: \$ 5,000.00

By signing this application, you authorize Amigo Power Equipment to verify credit information and ratings with the above named credit reference and/or Credit Bureau.

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

OFFICE USE ONLY: APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

AMOUNT APPROVED \_\_\_\_\_ BY \_\_\_\_\_

# AMIGO POWER EQUIPMENT

304 WEST MONTE CRISTO RD. - EDINBURG, TEXAS 78541

PHONE: 956-383-6289 FAX: 956-383-0787

## CREDIT AGREEMENT

In consideration of the privilege offered by the seller to the buyer of making credit purchases of merchandise or services, the buyer and seller agree to the following terms:

1. Seller will send a periodic billing showing the amount due on all credit purchases. Buyer will pay full amount due on or before the date due.  
This is not an installment payment agreement.
2. The due date for each billing period shall be the due date shown on the billing statement but if no due date is shown, the due date shall be no later than 30 days after the date shown on the billing statement.
3. Any amount shown due, or portion thereof not paid on the due date shall be delinquent, and a DELINQUENCY CHARGE shall be applied to such delinquent amount. The delinquent charge imposed shall be the highest legal rate on any past due amount. This charge could be shown as a Finance Charge on your billing statement.
4. This agreement may be terminated for any reason at any time by either party. Any outstanding balance shall be due immediately upon such termination.
5. If it becomes necessary to refer this account to an attorney or collection agency for collection, BUYER shall pay all fees, court costs, and expenses incurred by SELLER in collection of account.

I HAVE READ AND AGREE TO THE ABOVE TERMS.

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

Buyer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

Southern Tire Mart, LLC  
Corporate Office  
529 Industrial Park Road  
Columbia, MS 39429

Salesman #

Store #

**(Government) APPLICATION FOR CREDIT**

Form of Business:  Government  
Business Name Hidalgo County Facilities Management Phone ( 956 ) 289-7850  
Email Address(s) to send invoices (Y or N) and/or statements (Y or N) \_\_\_\_\_  
Bill to Address P.O. Box 1356 City Edinburg State TX Zip 78539  
Ship to Address 3100 D. South Hwy 281 City Edinburg State TX Zip 78539  
County Hidalgo Parish \_\_\_\_\_ Fax ( 956 ) 318-2648  
Sales tax exempt ( Y or N) Attach Exemption Certificate

\*If sales tax exempt, please provide copy of exemption certificate.

**CREDIT TERMS AND CONDITIONS**

Southern Tire Mart, LLC. STM, government account terms: 30 days. Applicant's signature warrants: (a) ability and willingness to pay invoices in accordance with Southern Tire Mart, LLC, government account terms.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# NET 10<sup>TH</sup> CREDIT APPLICATION

➔ All fields must be completed. ➔  
Fax completed application to (512) 805-6759.

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

CSR Name and/or Number: \_\_\_\_\_

Name of Business: Hidalgo County Facilities Management

Business Phone: (956) 289-7850 Cell Phone: (956) 292-3653 FAX: (956) 318-2648

Email Address: Mario.Sifuentes@co.hidalgo.tx.us /icene.cantu@co.hidalgo.tx.us

Business Address: 3100 D. S. Hwy 281 Edinburg Tx 78539  
ADDRESS CITY & STATE ZIP CODE

Mailing Address: P.O. Box 1356 Edinburg TX 78539  
ADDRESS CITY & STATE ZIP CODE

Date Business Started: \_\_\_\_\_ Business Entity: (circle one) Corporation LLC Partnership Sole Proprietor

Type of Business: GOVERNMENT

Parent Co?: Y N Affiliate: \_\_\_\_\_

Division of: \_\_\_\_\_

PO Required?: (Y) N Tax Status: Exempt Non-Exempt Tax Certificate Attached: (Y) N

Names and Address of Owner, Partners or Officers:

NAME	ADDRESS	SOCIAL SECURITY NUMBER

Owner's or Partner's Driver's License Number: \_\_\_\_\_

Name and Address of Previous or Present Business Interest as Partners/Owners/Officers:

Authorized Buyers: Only people listed in this section will be allowed to purchase on the account.

- 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_
- 4 \_\_\_\_\_ 5 \_\_\_\_\_

McCoy Credit Card Number(s): 1 \_\_\_\_\_ 2 \_\_\_\_\_

Requested Credit Line \$ 20,000 Estimated Monthly Purchases: \$ \_\_\_\_\_

BANK REFERENCE: Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Officer: \_\_\_\_\_

TRADE REFERENCES: (No Contractors OR Consumer Credit Cards Please)

1. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_
2. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_
3. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_
4. Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

Printed name of person providing the above information: \_\_\_\_\_ Signature of person providing the above information: \_\_\_\_\_

**GUARANTY**

For and in consideration of any of the extensions of credit by MCCOY CORPORATION ("MCCOY'S") to the Customer, and in order to induce MCCOY'S to enter into a Credit Agreement to extend credit to Customer, the Undersigned, jointly and severally, unconditionally guarantee to MCCOY'S the full, prompt payment and faithful performance and discharge by Customer of all obligations which Customer presently or hereafter may have to MCCOY'S whether arising by the sale of goods, the extension of credit, default in obligations or otherwise. The Undersigned shall reimburse MCCOY'S, on demand, for all expenses, including without limitation, attorney's fees incurred by MCCOY'S in the enforcement or attempted enforcement of any of MCCOY'S rights hereunder against Customer or any of the Undersigned.

The Undersigned's obligations hereunder are joint and several and independent of the obligations of Customer and a separate action may be maintained against the Undersigned, whether action is brought against Customer or whether Customer is joined in such action. The Undersigned waives any right to require MCCOY'S to proceed against Customer or to proceed against or exhaust any security, and waives any rights of subrogation and any right to participate in any benefit of any security now or hereafter held by MCCOY'S. Notice of MCCOY'S's acceptance hereof, of default and nonpayment by Customer or any other parties, of presentment, protest and demand, and of all other matters of which the Undersigned otherwise might be entitled, is hereby waived. MCCOY'S is not required to inform the Undersigned of any matters affecting the financial condition of Customer. MCCOY'S has no obligation to use diligence in preserving the liability of any person, including Customer, on any the indebtedness or any other liability, fixed or contingent, or in bringing suit to enforce collection of any of the indebtedness due under this guaranty.

This shall be a continuing and unlimited guaranty and indemnity, and irrespective of the lack of any notice to or lack of consent of the Undersigned, their obligations hereunder shall not be impaired in any manner whatsoever by any: new agreements or obligations of Customer with or to MCCOY'S; increase in credit limits by MCCOY'S to Customer; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Customer, the Undersigned or other parties, or exchanges, releases or sales or any security of Customer, any of the Undersigned or other parties; incorrectness, invalidity or unenforceability, for any reason, of any instrument or writing, or actions of commission or omission by MCCOY'S or Customer; extensions, moratoria or other relief granted to Customer pursuant to any statute, whether State or Federal, presently in force or hereinafter enacted; or interruptions in the business relations between MCCOY'S and Customer.

The obligations hereunder of each of the Undersigned shall be binding upon their respective heirs and personal representatives. Failure of any person to sign this guaranty and indemnity shall not affect the liability of any signor thereof. The death or release from liability of any of the Undersigned shall not relieve the others from liability.

This guaranty and indemnity is assignable by MCCOY'S and shall be construed liberally in MCCOY'S's favor and shall inure to the benefit of MCCOY'S, its successors and assigns. Legal rights and obligations hereunder shall be determined in accordance with the laws of the State of Texas and the Undersigned agrees that all payments due or to become due under this guaranty are payable to McCoy Corporation at its offices in Hays County, Texas. The Undersigned consents and submits to jurisdiction of the courts of the State of Texas for the enforcement of this agreement.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip)

**INSTRUCTIONS:** The appropriate officers, owners or partners must sign and date the Credit Agreement and the Continuing Guaranty. The Credit Agreement and the Continuing Guaranty will not be accepted with strike outs, interlineations, or other changes or modifications.

### CREDIT AGREEMENT

The undersigned (referred to herein as "Customer") desires to purchase from MCCOY CORPORATION (herein "MCCOY'S") from time to time on open account various items of personal property (herein "goods"), and hereby applies to MCCOY'S for credit in the payment of the purchase price of any goods purchased by Customer. In consideration for such extensions of credit from time to time granted by MCCOY'S to Customer, and in order to induce MCCOY'S to extend credit, Customer hereby promises, agrees, warrants and represents as follows:

1. The credit periods for any purchase of goods shall commence to run on the date of the respective purchases. A delay in the transmission of any invoice from MCCOY'S to Customer resulting from any cause whatsoever, shall not extend the period for payment. The following payment terms apply to each sale and purchase of goods: all purchases are due and payable Net 10<sup>th</sup> Prox.
2. The parties hereby acknowledge that the final act to the formation of this agreement is the approval hereof by MCCOY'S at its home office in San Marcos, Hays County, Texas, and that until so approved, no agreement exists. This agreement is for commercial purposes and does not and will not involve the extension of credit for personal, family, or household use. The applicant further consents and submits to the jurisdiction of the courts of the State of Texas and agrees that all payments due or to become due are payable to MCCOY'S at its home office in Hays County, Texas, and that any other obligation performable by applicant under this credit agreement is performable in Hays County, Texas. All rights and obligations under this agreement shall be determined according to the laws of the State of Texas. Payments, when received, shall be applied to accrued interest and charges then due, and the balance, if any, to the payment of the oldest outstanding invoices.
3. Customer shall pay to MCCOY'S a service charge calculated at the rate of eighteen percent (18%) per annum on all past due purchases from the date such purchase is due until paid. In no event shall interest contracted for, charged or received by MCCOY'S, plus any other charges in connection herewith, which constitute interest, exceed the maximum interest permitted by applicable law; and if, at any time the interest received, charged or contracted for exceeds the maximum lawful interest rate, MCCOY'S shall either refund the amount of the excess, or shall credit it against other obligations or indebtedness owing by Customer to MCCOY'S, and such excess shall not be considered the payment of interest.
4. The information provided by Customer in its Application for Credit is true and correct in all respects as of the date of the Application; and Customer expressly and irrevocably authorizes MCCOY'S to conduct any credit investigation, or to verify any other information MCCOY'S deems necessary, now or at any other time. Customer is indebted to MCCOY'S, whether through any credit reporting agencies or directly through other creditors of Customer. Changes in authorized signatories on customer's account must be in writing, on Customer's letterhead, delivered to MCCOY'S to be effective.
5. Customer expressly waives all notices, demands for payment, presentment, protest and notice of protest as to each and every obligation of Customer to MCCOY'S. At any time, without notice to Customer, and with or without cause, MCCOY'S may, in its sole discretion, require that Customer pay cash for any purchase of goods at the time of such purchase or at delivery of the goods, and may refuse to extend credit to Customer.
6. If the account is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, Customer agrees and promises to pay all costs of collection, attorney's fees and court costs. Customer further agrees that the exclusive venue for any and all collection actions is in Hays County, Texas.
7. This agreement, together with the invoices issued from time to time, shall constitute the agreement of the Customer with respect to credit purchases for MCCOY'S. In the event of any conflict between the terms of any invoice or this agreement, then the terms of this agreement will control. In the event that any provision contained herein shall later be held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain fully enforceable.
8. The undersigned hereby consent(s) to MCCOY'S use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. You also authorize McCoy's to report information concerning you or your Account, and any Personal Guarantor, including information about your, and any Personal Guarantor's, performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. The undersigned hereby authorize(s) MCCOY'S to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

IF CORPORATION:

IF INDIVIDUAL OR SOLE PROPRIETORSHIP:

IF PARTNERSHIP:

\_\_\_\_\_  
(printed name of Corporation)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed name of partnership)

By: \_\_\_\_\_  
(President's Signature)

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature of managing partner)

By: \_\_\_\_\_  
(Secretary's Signature)

By: \_\_\_\_\_  
(signature of partner)

Approved \_\_\_\_\_, 20\_\_\_\_\_.

MCCOY CORPORATION, San Marcos, Texas

By: \_\_\_\_\_