



# CREDIT APPLICATION South Texas

AutoNation Credit Department SSC

Telephone: 972-501-7400

Fax: 972-999-4676

Email: SSC-Credit@AutoNation.com

<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
AutoNation Dealership Name	City/State	Credit Line Requested

COMPANY INFORMATION

<input type="text"/>	<input type="text"/>	<input type="text"/>	
Business Legal Name	Business Trade Name (DBA)	hereinafter "Applicant"	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Business Phone Number	Fax Number	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Shipping Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Year Established	State of Registration	Total Annual Sales	Are purchase orders required? Yes No
Sole Proprietorship / Partnership / Corporation / LLC / Other			
Organization Type		State Tax ID Number	Federal Tax ID Number
Taxable?	Yes No	IMPORTANT! If claiming sales tax exemption, current Resale Certificate MUST be attached	

If Sole Proprietorship or Partnership, Addendum A must be completed. Applicant authorizes AutoNation to investigate Applicant's and the owner(s)' personal credit history, bank references and any information deemed necessary by AutoNation to extend credit.

OWNERSHIP

<input type="text"/>	<input type="text"/>	<input type="text"/>
Owner Name & Title	Social Security Number	Gross Annual Income
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Address	City	State Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Phone Number	Email Address	% Ownership

INVOICE PAYMENT

**Terms of Sale** - Select one:  Net 30 or  Prox 10  
 AutoNation offers either N30 or Prox10 terms. If a term is not selected on this application, the default is Prox10.  
 Any terms request outside of these require AutoNation Credit Department approval prior to sale.  
**Net 30 days:** Invoices are due at 30 days from date of invoice.  
**Prox 10:** All invoices billed in one month are due by the 10th of the following month. Statements are mailed on the 1st business day of the month and the statement balance is due by the 10th of that month. (Example: All invoices billed in the month of January are reflected on the February 1st statement and the total statement balance is due on February 10th)

Statement is sent via email- provide the email address to be used:

<input type="text"/>	<input type="text"/>	<input type="text"/>
Payment Contact Name & Position	Contact Email Address	Contact Phone Number

BANKING

<input type="text"/>	<input type="text"/>	<input type="text"/>
Primary Bank Relationship Name	Phone Number	Account Officer
<input type="text"/>	<input type="text"/>	<input type="text"/>
Account number	Fax Number	Average Balance

TRADE REFERENCES

Company Name/Contact Name
Address
City/State/Zip Code
Phone Number
Fax Number
Highest Balance Outstanding/Credit Line

Company Name/Contact Name
Address
City/State/Zip Code
Phone Number
Fax Number
Highest Balance Outstanding/Credit Line

Company Name/Contact Name
Address
City/State/Zip Code
Phone Number
Fax Number
Highest Balance Outstanding/Credit Line

DISCLOSURES, TERMS & CONDITIONS

*Thank you for your application for business credit from AutoNation. All purchases by the Applicant shall be evidenced by a delivery receipt or invoice signed by the Applicant or the Applicant's authorized signatories. Applicant understands that all purchases made on their account by persons authorized by the Applicant are the Applicant's obligations. Applicant agrees to comply with all terms and conditions imposed by AutoNation. In the event that the Applicant's purchase order contains terms and conditions with contradict those of (i) AutoNation, (ii) those listed on the credit application, (iii) those on any invoice or document generated by AutoNation, the terms of the above documents will prevail. Applicant hereby designates all person at the Applicant's premises at the time of delivery of the merchandise as an authorized signatory unless the seller is notified of any additions or deletions in writing via registered mail, return receipt requested.*

*When credit is extended to the applicant through this agreement, Applicant will receive a monthly statement of account. Applicant agrees to pay and shall pay the entire balance of such credit extension on or before the due date based on the agreed terms of sale. A service charge of 1.5% per month may be applied on accounts ten (10) or more days past due. By signing this Credit Application, Applicant agrees to make payments according to terms and conditions stated herein for all goods and services supplied to Applicant regardless of any credit limit assigned by AutoNation.*

*Under no circumstances will Purchaser have a right of set-off. In addition to Seller's rights and remedies available at law or equity, Seller shall have the right to offset its payables against its receivables related to goods or services purchased by Purchaser.*

*Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by customer according to section 409 of the Sarbanes Oxley Act.*

*A handling or restocking fee may apply to any merchandise returned, depending on the type of merchandise and the invoice date of the original purchase. It is the responsibility of the Applicant to furnish the invoice date and numbers. Certain items may not be returnable dependent on type and condition of the part.*

*The goods sold and/or services rendered, performed, and charged under this agreement are purchased under LIMITED WARRANTY by the manufacturer and the written terms and conditions thereof are available for inspection. The only warranties applying to parts in accordance with the invoices or delivery receipts are offered by the manufacturer.*

*The Seller hereby expressly disclaims all warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or services sold to the Applicant. The Seller shall not be subject to any liability for damages, either direct or consequential, for nonconforming or defective goods. The sole and exclusive remedy of the Applicant shall be to seek a refund or replacement part from the Seller.*

*The undersigned certify that the information provided on and with this form is complete and that they are authorized to execute this form on behalf of the Applicant. Applicant authorizes AutoNation to obtain credit reports in connection with the establishment and maintenance of a credit account and to release credit information to AutoNation affiliates regarding Applicant from time to time. Applicant expressly authorizes AutoNation to verify any information in connection with this Credit Application, the account opened thereby, and any accounts due by Applicant. The undersigned further understands that the Guaranty accompanying this Application is necessary to induce Creditor to extend credit to Applicant. In the event that Seller is required to initiate collection proceedings against Purchaser, or retains an attorney to enforce its rights hereunder, Seller shall be entitled to recover its reasonable attorneys' fees, expenses, court costs and/or collection agency fees.*

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**ADDENDUM A**

**THE FAIR CREDIT REPORTING ACT**

Applicant acknowledges and agrees that AutoNation and its subsidiaries, divisions, and affiliates (collectively "Creditor") may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s), the signing of the Application shall constitute authorization under the Fair Credit and Reporting Act to Creditor and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and served on Creditor by registered or certified mail.

In accordance with the terms and conditions listed above, Applicant hereby authorizes Creditor to obtain commercial credit reports and share this authorization, and any information contained therein.

**SIGNATURE REQUIRED**

**GUARANTOR:**

**ATTEST:**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Social Security Number  
\_\_\_\_\_  
Personal Address, City, State Zip Code

By: \_\_\_\_\_  
Witness Signature                      Date  
\_\_\_\_\_  
Print Name

**GUARANTOR:**

**ATTEST:**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Social Security Number  
\_\_\_\_\_  
Personal Address, City, State Zip Code

By: \_\_\_\_\_  
Witness Signature                      Date  
\_\_\_\_\_  
Print Name

## **GUARANTY**

### **1. Recitals.**

- a. This Guaranty is made by the undersigned (“Guarantor”) in favor of **AutoNation, Inc.** (“AutoNation”) on behalf of itself and all of its affiliates.
- b. AutoNation intends to enter or has entered into one of more transactions (collectively “Transactions”) with \_\_\_\_\_ (“Debtor”) evidenced by certain invoices and/or statements.
- c. Guarantor has a financial or other interest in Debtor and/or the Transactions, and expects to obtain a financial or other benefit if AutoNation enters into the Transactions.

### **2. Guaranty.**

In order to induce AutoNation to enter into or continue one or more Transactions with Debtor, and in consideration thereof,

- a. Guarantor absolutely and unconditionally, and jointly and severally if there is more than one Guarantor, guarantees to AutoNation the full and prompt payment when due, whether at maturity, by acceleration or otherwise, and at anytime thereafter, of all now existing or hereafter arising indebtedness, liabilities and obligations of Debtor to AutoNation arising pursuant to the terms of the Transactions (“Indebtedness”).
- b. Guarantor unconditionally guarantees to AutoNation the prompt, full and faithful performance and discharge by Debtor of each and every term, condition, agreement, representation, warranty and provision on the part of Debtor made in connection with the Transactions or any modification, amendment or substitution thereof.
- c. Guarantor shall, on demand, reimburse AutoNation for all expenses, collection charges, court costs and reasonable attorneys’ fees incurred by AutoNation in endeavoring to collect or enforce any of AutoNation’s rights and remedies against Debtor and/or Guarantor.
- d. Guarantor shall pay all of the foregoing amounts and perform all of the foregoing terms and conditions notwithstanding that any part or all of the Transactions shall be void or voidable as against Debtor or any of Debtor’s creditors, including a trustee in bankruptcy on Debtor, by reason of any fact or circumstances including, without limitation, failure by any person to file any document or to take any other action to make any of the Transactions enforceable in accordance with their respective terms. Guarantor also agrees that the obligations of Guarantor here under shall not be relieved in the event AutoNation fails to protect or otherwise impairs any collateral. In order to hold Guarantor liable hereunder, there shall be no obligation on the part of AutoNation, at any time, to resort for payment to the Debtor or any other guarantor or to any security or collateral for the Indebtedness or this Guaranty.
- e. Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated as the case may be, if at any time payment, or any part thereof, of the Indebtedness to AutoNation is rescinded or must otherwise be returned by AutoNation upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment to AutoNation has not been made.

### **3. Primary Nature of Guaranty.**

The liability of Guarantor hereunder is primary, absolute, unconditional, direct and independent of the obligations of Debtor. Nothing shall discharge or satisfy Guarantor’s liability hereunder

except the full performance and payment of all of Debtor's obligations to AutoNation, with interest. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Debtor, unless and until all of said obligations have been paid or performed in full.

#### **4. Waivers by Guarantor.**

- a. Guarantor waives notice of acceptance hereof, notice of the incurring of additional Indebtedness, and all demands of payment and notice of nonpayment, protest and dishonor to Guarantor, or Debtor, or the makers or endorsers of any notes or other instruments for which Guarantor is or may be liable hereunder. Guarantor further waives notice of and hereby consents to any agreement or arrangement for subordination, composition, arrangement, discharge, or release of the whole or any part of Debtor's obligations under any of the Transactions or release of other guarantors, or for compromise of any sums due in any way whatsoever, and the same shall in no way impair Guarantor's liability hereunder.
- b. Guarantor waives any right to (i) proceed against Debtor; (ii) proceed against or exhaust any security held by AutoNation of Debtor to others; or (iii) pursue any other remedy which AutoNation may have, including against any other guarantor of Debtor's obligations to AutoNation.
- c. Guarantor expressly waives and relinquishes any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other recourse or claim, which it may now or hereafter have against the Debtor or any person directly or contingently liable for the obligations guaranteed hereunder, or against or with respect to Debtor's property (including, without limitation, property collateralizing the obligations guaranteed hereunder), arising from the existence or performance of this Guaranty. It is the express intent of the Guarantor and AutoNation to eliminate any Debtor/creditor relationship between the Debtor and Guarantor. Guarantor hereby expressly releases and waives any and all present and future rights as a creditor of Debtor in all respects arising out of or relating to this Guaranty.

#### **5. Events of Default.**

If Guarantor or Debtor should at any time become insolvent, or make a general assignment for the benefit of creditors, or if a proceeding shall be commenced by, against or in respect of Guarantor or Debtor under the Federal Bankruptcy Code or any state insolvency law, or if any individual Guarantor dies, any and all of Guarantor's obligations under this Guaranty shall, at AutoNation's option, forthwith become due and payable without notice.

#### **6. Continuing Nature of Guaranty.**

This is a continuing Guaranty. This instrument shall continue in full force and effect until terminated by the actual receipt by Guarantor of written notice of termination from AutoNation. Such termination shall be applicable only to the Transactions having their inception thereafter and rights and obligations arising out of the Transactions having their inception prior to such termination shall not be affected.

#### **7. Miscellaneous**

- a. No failure, omission or delay on the part of AutoNation in exercising any rights hereunder or in taking any action to collect or enforce payment or performance of any of the Transactions, either against Debtor or any other person liable therefore, shall operate as a waiver of any such right or shall, in any manner, prejudice the rights of AutoNation against Guarantor.
- b. All of AutoNation's rights, remedies and recourse under the Transactions or this Guaranty, are separate and cumulative and may be pursued separately, successively or concurrently, are non-

exclusive and the exercise of any one or more of them shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which AutoNation may be entitled.

- c. No provision hereof shall be modified or limited, except by a written agreement expressly referring hereto and to the provision so modified or limited, and signed by an authorized representative of each party hereto.
- d. This writing is intended by the parties as a final expression of this agreement of guaranty and is intended as a complete and exclusive statement of the terms of this agreement of guaranty. No course of prior dealings between the parties, no usage of the trade, and no parole or extrinsic evidence of any nature shall be used or be relevant to supplement or explain or modify any term used in this agreement of guaranty.
- e. In case any one or more of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- f. Guarantor agrees that any notice or demand upon Guarantor shall be deemed to be sufficiently given or served if it is in writing and is personally served, or in lieu of personal service is mailed by first class mail, postage prepaid, or by private courier such as Federal Express, addressed to Guarantor at the addresses set forth below. Any notice or demand so mailed shall be deemed received on the date of actual receipt or the first business day following mailing, whichever first occurs.
- g. This instrument shall for all purposes be governed by and interpreted in accordance with the laws of the State of Texas, without regard to choice of law principles. Guarantor agrees and consents that the venue of any suit involving this Guaranty shall be in the nearest county from the location where AutoNation or its assignee maintains a principal place of business.
- h. This Guaranty shall inure to the benefit of AutoNation, its successors and assigns and shall be binding on Guarantor and its successors and assigns, and/or heirs, administrators or personal representatives.

**SIGNED AND AGREED TO** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GUARANTOR**

\_\_\_\_\_  
**(Signature) - Owner**

\_\_\_\_\_  
**(Print Name) - Owner**

**Social Security Number:** \_\_\_\_\_