



Telephone (806) 335-1681 Toll Free (800) 658-9868 Fax (806) 335-3932

P.O. Box 31388 Amarillo, Texas 79120

SELECT LOCATION () Amarillo, TX () Lubbock, TX () Abilene, TX () Odessa, TX () San Angelo, TX
() Dalhart, TX () Wichita Falls, TX () Enid, OK () Tulsa, OK () McAlester, OK () Broken Bow, OK

ENTITY NAME _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHYSICAL ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COUNTY _____ E-MAIL ADDRESS _____

CONTACT NAME _____ DRIVER'S LICENSE NUMBER _____

TAX I. D. NUMBER _____

TYPE OF BUSINESS _____ BUSINESS START DATE _____

CREDIT LIMIT REQUESTED _____ ARE P.O. NUMBERS REQUIRED _____

ARE YOU TAX EXEMPT _____ (IF YES, PLEASE PROVIDE TAX EXEMPTION FORM)

PLEASE CHECK ONE: () CORPORATION () PARTNERSHIP () OWNER () L. L. P. () L. L. C.

ACCOUNT REQUESTED FOR: () SALES () RENTALS () SERVICE () PARTS

1. **PARTS & SERVICE INVOICE: AMOUNTS ARE DUE ON THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE.**

2. **RENTAL INVOICE: FIRST INVOICE DUE UPON DELIVERY OF EQUIPMENT. SUBSEQUENT RENTAL INVOICES ARE DUE UPON RECEIPT AND ARE PAST DUE IF NOT PAID WITHIN 10 DAYS OF INVOICE DATE.**

3. Borrower agrees to make payments in accordance with the terms set forth herein and any and all invoices Borrower receives..

4. If any portion of the balance becomes past due, Yellowhouse Machinery Co. may, in its sole option, declare the remaining balance immediately due and payable in full. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by applicable law.

5. A finance charge of up to the lesser of (a) 18.0% per annum or (b) the maximum nonusurious interest permitted by applicable law when taken together with any other charges or fees which constitute interest, will be added to any balance past due according to these terms.

6. All past due accounts, will be subject to and classified as C.O.D. requiring full payment for future deliveries to occur. Yellowhouse Machinery Co. may require a new credit application from Borrower before extending additional credit.

7. Borrower also agrees to pay reasonable attorney's fees, court costs, and other costs associated with collection of the past due balance.

8. This agreement shall be governed and construed according to the laws of the State of Texas. Venue for any legal or equitable action between the Borrower and Yellowhouse Machinery Co. shall be in Potter County, Texas.

9. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

10. By my signature below, I authorize Yellowhouse Machinery Co. to obtain a Consumer Credit Report and contact third parties to verify such information. This authorization is valid for purposes of verifying information given in pursuant to purchase, leasing, rental, business negotiations, or any other lawful purpose covered under the Fair Credit Reporting Act (FCRA). Consumer's written consent is in connection with a commercial transaction

SIGNATURE _____ TITLE _____ DATE _____

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS: attach additional sheets if necessary

NAME/TITLE _____ BIRTHDATE _____ SSN _____

HOME ADDRESS & PHONE NO _____ % OWNERSHIP _____

NAME/TITLE _____ BIRTHDATE _____ SSN _____

HOME ADDRESS & PHONE NO _____ % OWNERSHIP _____

ABSOLUTE GUARANTY OF PAYMENT OF OBLIGATION:

For good value received, I, the undersigned party, unconditionally guarantee payment of any and all amounts the Borrower above may at any time owe to Yellowhouse Machinery Co. on account of any service furnished or rendered or goods sold. I waive diligence in the part of Yellowhouse Machinery Co. in the collection of that indebtedness and agree that Yellowhouse Machinery Co. is not and will not be under any obligation to notify me of any credit extended in the face of this guaranty, or of any renewals or extensions of the indebtedness. I further expressly waive notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this guaranty. This is an open and continuing guaranty, and will continue and remain in full force and effect until written notice of revocation has been received by Yellowhouse Machinery Co. at its address set forth above, notwithstanding the death or the release by agreement or by operation of law of, or the extension of time to, any other guarantor or guarantors as to obligations then existing. Such revocation will not in any manner affect the guaranty of the undersigned as to that indebtedness contracted for or occurring prior to the receipt of such notice of revocation, but will be effective as to all merchandise and services purchased by the Borrower above from and after receipt of the notice of revocation. It shall not be necessary for Yellowhouse Machinery Co., in order to enforce payment by me of the indebtedness, to first suit or to pursue or exhaust its remedies against the Borrower above or against any other security Yellowhouse Machinery Co. may have. I acknowledge that this guaranty is in effect and that it is binding on me without reference to whether it is signed by any other person or persons.

SIGNATURE _____ DATE _____

SOCIAL SECURITY NUMBER _____

CREDIT REFERENCES

COMPANY NAME **CITY/STATE** **FAX#** **IF NO FAX, THEN TELEPHONE #**

1.
2.
3.
4.
5.

BANK REFERENCES

Bank Name **Address** **Telephone#**

Checking Account Number **Officer**

Checking Account: Date **Average Balance:** **Rating:**

Loan Numbers: 1. **2.** **3.**

Has the business or any principal ever declared bankruptcy? _____ Are there any outstanding liens or judgments? _____

Bonding Company: _____ Contact Name _____ Phone # _____

Insurance Company: _____ Contact Name _____ Phone # _____

ASSETS		LIABILITIES AND NET WORTH	
Cash On Hand and in Banks	\$	Notes Payable to Banks-Secured	
Accounts, Loans and Notes Receivable	\$	Unsecured	
Cash Surrender Value-Life Insurance		Notes Payable to Others	
Stocks and Bonds		Rent and Interest Due	
Real Estate		Tax Obligations Due	
		Liens on Real Estate	
		Other Liabilities	
		Total Liabilities	
		Net Worth	
TOTAL ASSETS		Total Assets	

List of Equipment Owned or Rented:

Equipment	Owned/Rented	Mortgage to or Rented From (<i>Name and Address</i>)

OTHER COMMENTS:
