



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  
( ) 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 ( ) SOLE PROPRIETOR ( ) L. L. P. ( ) L. L. C. ( ) OTHER \_\_\_\_\_  
ACCOUNT REQUESTED FOR: ( ) SALES ( ) RENTALS ( ) SERVICE ( ) PARTS

\*\*\*\* IF RENTAL PLEASE PROVIDE INSURANCE CERTIFICATE evidencing Physical Damage coverage and \$1,000,000 liability coverage \*\*\*\*

**CREDIT TERMS AGREEMENT**

- PARTS & SERVICE INVOICE: AMOUNTS ARE DUE ON THE 10<sup>TH</sup> OF THE MONTH FOLLOWING THE DATE OF PURCHASE.
- 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.
- Borrower agrees to make payments in accordance with the terms set forth herein and any and all invoices Borrower receives..
- 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.
- 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.
- 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.
- Borrower also agrees to pay reasonable attorney's fees, court costs, and other costs associated with collection of the past due balance.
- 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.
- 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.

SIGNED \_\_\_\_\_ 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 of 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                      |  |
| <b>TOTAL ASSETS</b>                  |    | <b>Total Assets</b>            |  |

### List of Equipment Owned or Rented:

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

OTHER COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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