

Date _____

Account# _____



APPLICATION FOR CREDIT

4031 E. Winslow • Phoenix, AZ 85040 • Phone (602) 437-3118 Fax (602) 437-3003

Please fax back to 602-437-3003

Please Print or Type

Name of Applicant: _____

Fleet Repair Contact: _____

Address: _____

City, State, Zip: _____

Billing Address: (if different or Leasing Company) _____

Accounts Payable Contact: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____ Web Site: _____

Preferred Method of Contact: Phone: _____ Fax: _____ Mail: _____ Email: _____ In Person: _____

Years in Business: _____ Type of Business: _____

Trade References

(Name, Address, Phone Number, and Contact Name)

1.) _____

2.) _____

3.) _____

Corporations

State of Incorporation _____ Year _____

President

Name _____

Address _____

Vice President

Name _____

Address _____

Treasurer

Name _____

Address _____

Partnerships & Sole Proprietorships

Owner or Partner

Name _____

Address _____

Social Security No. _____

Owner or Partner

Name _____

Address _____

Social Security No. _____

Owner or Partner

Name _____

Address _____

Social Security No. _____

Bank Information

Acct # _____

Bank _____ Branch _____

Address _____

Phone _____ Contact _____

Agreements, Terms and Conditions

1. LEROY AUTOMOTIVE SERVICES, INC., an Arizona Corporation, doing business as FLEET SERVICES BY AUTOMOTIVE CONSULTANTS, shall hereinafter be referred to as "FLEET SERVICES", and the applicant shall be referred to as "Customer". Customer desires to purchase goods and services from FLEET SERVICES and Customer therefore agrees to be bound by the terms and conditions stated herein.
 2. Customer agrees to pay any and all invoices, charges, fees and costs which Customer or any authorized person incurs, on Customer's account. Unless Customer notifies FLEET SERVICES in writing within (5) five days of any unauthorized use of Customer's credit. Customer agrees that any other person who incurs charges on Customer's account, is authorized to do so. Further, Customer specifically agrees that any person in charge and control of Customer's vehicles is authorized to incur repair charges on behalf of Customer.
 3. Customer agrees to notify FLEET SERVICES, in writing, of any error or disputed items on any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct and accepted as rendered. All sums owing FLEET SERVICES by Customer shall be paid in accordance with the terms and conditions expressed on any written quotation signed by FLEET SERVICES and Customer or on FLEET SERVICES' invoice. In the absence of such express terms and conditions, FLEET SERVICES' terms will be net 30 days. Whether or not expressed in said quotation or invoice, all sums past due 31 or more days shall bear an interest charge at the rate of one and one-half percent (1.5%) per month. Customer further agrees that quotations represent estimates of the anticipated necessary repairs, but that after commencement of the work, FLEET SERVICES may discover additional work is necessary. Customer agrees that it will pay for the costs of all repairs performed whether an estimate was provided or not and that the charge for any repairs performed for which a price estimate was not provided shall be paid by Customer at the usual and customary rates charged by FLEET SERVICES.
 4. If FLEET SERVICES is not paid on time, in accordance with FLEET SERVICES' terms, Customer shall pay for all costs and expenses incurred by FLEET SERVICES in connection with FLEET SERVICES' attempts to obtain payment, including fees charged by a collection agency or attorney and any other charges which can be legally charged to Customer. Customer agrees that for and in consideration of FLEET SERVICES' extension of credit, that this agreement is to be construed under the laws of the State of Arizona and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona shall be the exclusive jurisdiction and legal venue for said action. If FLEET SERVICES refers this agreement to an attorney for enforcement, including collection of amounts which are past due, Customer agrees to pay FLEET SERVICES' actual attorneys' fees and costs incurred thereby, whether or not formal proceedings are brought to remedy Customer's breach of this agreement. Customer agrees to pay FLEET SERVICES a \$25.00 service charge on each dishonored check returned to FLEET SERVICES.
 5. Customer agrees that any financial documents provided FLEET SERVICES are true and correct and will provide FLEET SERVICES such documents, from time to time upon request. Customer represents to FLEET SERVICES that it is solvent as of the date of this agreement and that any financial statement attached accurately reflects the present financial condition of Customer, as of the date of this agreement and that any financial statement attached accurately reflects the present financial condition of Customer, as of the date of this agreement.
 6. Upon FLEET SERVICES' acceptance, this agreement embodies the entire agreements of the parties. No promise, representation or agreement made prior to or subsequent to the execution and delivery hereof, by either party hereto and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all the parties hereto, or by their duly authorized agents.
- The undersigned certifies that the information furnished in this application is true and correct and that the undersigned has read and agreed to all the terms and conditions of this agreement noted on the front and reverse pages of this application.

Date _____ Company Name _____

Signature _____ Title _____

Continuing Personal Guaranty

In consideration of the extension of credit to Customer by FLEET SERVICES and as an inducement to FLEET SERVICES to continue to extend credit to said Customer, the undersigned (hereinafter "Guarantors") jointly and severally, unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing to FLEET SERVICES by said Customer, as a result of FLEET SERVICES' extension of credit, including attorney's fees and costs which may be incurred by FLEET SERVICES to enforce this Guaranty and/or to enforce its claims against Customer. **FLEET SERVICES may proceed against Guarantors without being required to first proceed against the Customer, and FLEET SERVICES may proceed against any one of the Guarantors without waiving its rights to proceed against any one of the remaining Guarantors.** Guarantors waive notice of the following: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of Customer, This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to FLEET SERVICES not to make any further sales and deliveries on the security of this Guaranty and until the expiration of (5) five days after such notice shall have been received by FLEET SERVICES by certified mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said (5) five day period, and shall not affect, in any respect, liability incurred by Guarantors prior to that time.

Self _____ Self _____

Are you married? Yes ___ No ___ If yes, spouse must sign. Are you married? Yes ___ No ___ If yes, spouse must sign.

Spouse _____ Spouse _____

Address _____ Address _____