

# PACIFIC TIRE DISTRIBUTORS

2750 NORTH HAYDEN ISLAND DRIVE, PORTLAND, OR 97217 503.247.7115

## CREDIT APPLICATION

**RETURN TO FAX # 503.247.7087 SALESPERSON:** \_\_\_\_\_

LEGAL NAME OF COMPANY: \_\_\_\_\_

PHONE: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

BUSINESS FORM: C-CORP \_\_\_\_\_ S-CORP \_\_\_\_\_ LLC \_\_\_\_\_ LLP \_\_\_\_\_

PROPRIETORSHIP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_  
*IF INCORPORATED, YOU MUST ATTACH A COPY OF THE CERTIFICATE OF INCORPORATION*

CORPORATE CHARTER NO: \_\_\_\_\_

FEDERAL EIN: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE FISCAL YEAR ENDS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

COUNTY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PREMISES OWNED BY: \_\_\_\_\_

DATE BUSINESS FORMED: \_\_\_\_\_ YEARS IN BUSINESS: \_\_\_\_\_

DATE CURRENT OWNERS ASSUMED CONTROL: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

P.O.# REQUIRED? \_\_\_\_\_ TAX EXEMPT? \_\_\_\_\_

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*LIST ALL ADDITIONAL LOCATIONS BELOW. ATTACH SEPARATE SHEET IF NECESSARY.*

LEGAL NAME AND ADDRESS

OWNER / LEASED FROM

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LEGAL NAME AND ADDRESS

OWNER / LEASED FROM

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APPROXIMATE ANNUAL PURCHASES FROM PACIFIC TIRE ? \$ \_\_\_\_\_

CREDIT LIMIT REQUESTED FROM PACIFIC TIRE? \$ \_\_\_\_\_

*LIST ALL OFFICERS / OWNERS:*

NAME	TITLE	SOCIAL SECURITY NO.	% OWNERSHIP
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WHO SHOULD WE CONTACT ON CREDIT MATTERS?

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: (    ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

HAS BUSINESS / PRINCIPAL (S) PREVIOUSLY DONE BUSINESS WITH  
PACIFIC? \_\_\_\_\_

IF SO, WHEN AND UNDER WHAT TRADE STYLE?

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### CREDIT REFERENCES

#### PRIMARY TIRE SUPPLIER:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

#### TRADE CREDIT REFERENCES:

NAME	PHONE#	FAX #	ACCOUNT#	CONTACT
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

#### BANK REFERENCES:

BANK NAME & BRANCH	CONTACT / PHONE / FAX	ACCT #'S
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_____	_____	_____
_____	_____	_____
_____	_____	_____

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**SERVICE CHARGES** WILL BE ASSESSED ON ALL PAST DUE ACCOUNTS. 1 1/2% PER MONTH, (18% APR) ALL INVOICES MUST BE PAID IN FULL ON OR BEFORE THE 10<sup>TH</sup> DAY FOLLOWING DATE OF INVOICE.

**CHANGE OF OWNERSHIP:** CUSTOMER IS LIABLE FOR ALL DELIVERIES OF GOODS AT THEIR INVOICE PRICE AT ANY ADDRESS OR REQUESTED BY CUSTOMER NAME, WITHOUT FURTHER INQUIRY TO THE CUSTOMER, UNTIL RECEIPT OF WRITTEN NOTICE BY OUR CREDIT DEPARTMENT STATING ANY CHANGE OF OWNERSHIP OR TERMINATION OF OPEN ACCOUNT. SUCH NOTICE WILL NOT TERMINATE LIABILITY FOR ANY DELIVERIES PRIOR THERETO. ALL NOTICIES MUST BE RECEIVED WITHIN 30 DAYS PRIOR TO CHANGE OF OWNERSHIP OR ACCOUNT TERMINATION, FAILURE TO FURNISH SUCH NOTICE WILL OBLIGATE CUSTOMER FOR ANY POST ONERSHIP CHANGES.

**COLLECTION CHARGES:** IN THE EVENT OF ANY ACTION BY AND BETWEEN THE PARTIES TO ENFORCE THE TERMS AND CONDITIONS OF THIS CREDIT AGREEMENT OR ANY AND ALL RIGHTS BY AND AMONG PARTIES, INCLUDING PAYMENT OF ANY OBLIGATION, THE PREVAILING PARTY THEREIN SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES, IN ADDITION TO ANY OTHER AMOUNTS. THE CUSTOMER WILL ALSO BE LIABLE FOR ANY OTHER REASONABLE COLLECTION RELATED EXPENSES.

**SECURITY AGREEMENT:**

BE IT ACKNOWLEDGED THAT:

\_\_\_\_\_  
NAME OF FIRM OR INDIVIDUAL

AND ITS SUCCESSORS AND ASSIGNS THE SECURED PARTY A SECURITY INTEREST IN THE FOLLOWING PROPERTY (COLLATERAL) AS HEREIN DESCRIBED: (DESCRIBE COLLATERAL IN SUFFICIENT DETAIL AS TO EASILY IDENTIFY, IF REAL PROPERTY SET FORTH LEGAL DESCRIPTION AND COMMONLY KNOWN ADDRESS IF KNOWN)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DEBTOR HEREBY ACKNOWLEDGES TO SECURED PARTY THE FOLLOWING:

1. THE COLLATERAL SHALL ALSO INCLUDE ANY AFTER ACQUIRED PROPERTY OF A LIKE NATURE AND DESCRIPTION AND ALL APPORTENANCES, PROCEEDS, OR PRODUCTS THERETO.
2. THE COLLATERAL SHALL IN MOST INSTANCES BE KEPT AT NAMED ADDRESS, AND ADEQUATELY INSURED AT THE REQUEST OF THE SECURED PARTY.
3. THE DEBTOR OWNS THE COLLATERAL AND IT IS FREE FROM ANY LIEN, ENCUMBRANCE, AND SECURITY TO GRANT THIS SECURITY INTEREST.

4. DEBTOR AGREES TO EXECUTE SUCH FINANCING STATEMENTS AS ARE REASONABLE REQUIRED BY SECURED PARTY.
5. UPON DEFAULT IN PAYMENT OR PERFORMANCE OF ANY OBLIGATION FOR WHICH THIS SECURITY INTEREST IS GRANTED, OR BREACH OF ANY PROVISION OF THIS AGREEMENT, THEN IN SUCH INSTANCE SECURED PARTY MAY DECLARE ALL OBLIGATIONS IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE ALL REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE.

WE CERTIFY THAT ALL INFORMATION FURNISHED ON THIS FORM IS CORRECT AND THAT WE FULLY UNDERSTAND THE PROVISIONS DESCRIBED. WE ALSO AUTHORIZE PACIFIC TIRE DISTRIBUTORS TO VERIFY ANY INFORMATION CONTAINED ON THIS APPLICATION.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PERSONAL GUARANTY**

I, \_\_\_\_\_, HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ANY AND ALL INDEBTEDNESS OF BORROWER TO LENDER UNDER THE FOREGOING INSTRUMENT, INCLUDING WITHOUT LIMITATION, THE PAYMENT OF ALL PRINCIPAL, INTEREST, AND ATTORNEY FEES WHICH ARE DUE AND PAYABLE UNDER THIS AGREEMENT.

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OFFICE USE ONLY:

CUSTOMER NO: \_\_\_\_\_ CREDIT LIMIT \$ \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_