

Austin Graphics

Credit Application

Company Info

Legal Company Name: _____ d/b/a: _____

Address: _____ PO Box: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Own or Lease Name of Landlord or Mortgage Company: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Type of Business: _____ No of Years: _____

Federal Tax ID: _____ State Tax ID: _____

Type of Organization: Corporation Partnership Proprietorship

Owner Info

Name: _____ Title: _____

Home Address: _____ City: _____

Home Phone: _____ SSN: _____

Name: _____ Title: _____

Home Address: _____ City: _____

Home Phone: _____ SSN: _____

Bank References

Bank Name: _____ Account #: _____

Address: _____ City: _____

Phone: _____ Contact: _____

Trade References

Company Name: _____ Account #: _____

Phone: _____ Contact: _____

Company Name: _____ Account #: _____

Phone: _____ Contact: _____

Company Name: _____ Account #: _____

Phone: _____ Contact: _____

THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE. I/WE HEREBY AUTHORIZE AUSTIN GRAPHICS TO INVESTIGATE THE REFERENCES LISTED PERTAINING TO MY/OUR CREDIT AND FINANCIAL RESPONSIBILITY. APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH OUR TERMS.

ALL INVOICES ARE DUE AND PAYABLE IMMEDIATELY UPON RECEIPT. APPLICANT HEREIN COVENANTS AND AGREES TO PAY EACH AND EVERY INVOICE IN FULL WITHIN 30 DAYS OF SAID INVOICE OR INVOICES. APPLICANT EXPRESSLY AGREES TO PAY, IF INVOICED, A LATE PAYMENT CHARGE OF 1.5% PER MONTH (18% ANNUAL PERCENTAGE RATE) OR THE MAXIMUM LAWFUL INTEREST RATE THAT COULD BE CONTRACTED FOR BETWEEN APPLICANT AND AUSTIN GRAPHICS, L.L.C., WHICHEVER IS LESS, ON ANY BALANCES NOT PAID IN FULL WITHIN 30 DAYS AFTER THAT DATE OF THE INVOICE. NOTHING HEREIN SHALL BE CONSTRUED AS AN OBLIGATION TO PAY ANY LATE PAYMENT CHARGES IN EXCESS OF THE LEGAL NON-USURIOUS RATE WHICH COULD BE CONTRACTED FOR, CHARGED OR RECEIVED, IT BEING THE INTENT OF ALL PARTIES HERETO TO CONFORM TO ALL APPLICABLE STATE AND FEDERAL LAWS. THE INDICATED RATE HEREIN IS AUTHORIZED BY AND THIS AGREEMENT IS MADE PURSUANT TO THE PROVISIONS OF TEX.R.CIV.STAT.ANN.ART. 5069-1.04, AS AMENDED.

ARBITRATION. AUSTIN GRAPHICS, L.L.C. AND APPLICANT AGREE THAT ALL DISPUTES, CLAIMS AND CONTROVERSIES BETWEEN THE, WHETHER INDIVIDUAL, JOINT, OR CLASS IN NATURE, ARISING FROM THIS INDEBTEDNESS OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONTRACT AND TORT DISPUTES, SHALL BE ARBITRATED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, UPON REQUEST OF EITHER PARTY. NO ACT TO TAKE OR DISPOSE OF ANY COLLATERAL SECURING THIS INDEBTEDNESS SHALL CONSTITUTE A WAIVER OR THIS ARBITRATION AGREEMENT OR BE PROHIBITED BY THIS ARBITRATION AGREEMENT. JUDGMENT UPON ANY AWARD RENDERED BY ANY ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE FEDERATION ARBITRATION ACT SHALL APPLY TO THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS ARBITRATION PROVISION.

JURISDICTION FOR THE ENFORCEMENT OF ANY TRANSACTION MADE PURSUANT TO THIS CREDIT APPLICATION SHALL BE PERFORMED IN THE COUNTY OF TRAVIS, STATE OF TEXAS. ALL TRANSACTIONS TAKING PLACE PURSUANT TO THIS CREDIT APPLICATION SHALL BE PERFORMED IN THE COUNTY OF TRAVIS, STATE OF TEXAS. THE LAW AND DECISIONS OF THE STATE OF TEXAS SHALL GOVERN ALL TRANSACTIONS TAKING PLACE BETWEEN THE PARTIES.

SIGNATURE

BY: _____
(if corporation)

TITLE: _____

PRINCIPAL'S PERSONAL GUARANTY

IN CONSIDERATION OF CREDIT BEING EXTENDED TO THE ABOVE-NAMED COMPANY, I PERSONALLY GUARANTEE THE INDEBTEDNESS. I FURTHER AGREE THAT THIS GUARANTY IS AN ABSOLUTE, COMPLETE AND CONTINUING GUARANTY AND NO NOTICE OF THE INDEBTEDNESS OR ANY EXTENSION OF CREDIT ALREADY HEREINAFTER CONTRACTED BY OR EXTENDED NEED BE GIVEN. THE TERMS MAY BE REARRANGED, EXTENDED AND/OR RENEWED WITHOUT NOTICE TO ME. I FURTHER AGREE THAT I WILL PAY THE AMOUNT DUE WITHIN FIFTEEN (15) DAYS FROM DATE OF NOTICE THAT THE ACCOUNT IS PAST DUE AND THAT THIS GUARANTY SHALL NOT LIMIT AUSTIN GRAPHICS, L.L.C.'S REMEDIES, BUT THOSE CONTAINED HEREIN ARE CUMULATIVE WITH ANY OTHER REMEDIES PROVIDED BY LAW OR OTHER GUARANTY AGREEMENT, IF ANY.

NAME: _____
(SIGNATURE) (INDIVIDUALLY) (OWNER OR PRINCIPAL)