

# **Burdick and Burdick Incorporated Credit Application**

Thank you for your interest in establishing credit with Burdick and Burdick Incorporated! To expedite the credit approval process, please complete this credit application and sign all four pages. Return the original signed copies to our office.

**Burdick and Burdick Incorporated**  
1701 Myrtle Ave.  
El Paso, Texas 79901  
Phone: 915-533-9771  
Fax: 915-542-2849

Applicant Firm Name:		Date:	
Principle Business Activity:			
Type of Entity (check one):			
Corporation: <input type="checkbox"/>	Limited Liability Co: <input type="checkbox"/>	Sole Proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>
Year Business Established:		Date Current Owner Ship Began:	
Billing Address, City, State, Zip:			
Shipping Address, City, State, Zip:			
Phone Number:		Fax Number:	
Federal ID Number:		Resale Tax Number:	
<b>Principal Owner or Majority Stockholder of Corporation or LLC:</b>			
Name:		Percent of Ownership:	
Position Title:		Social Security No:	
Home Address, City, State, Zip:			
Home Phone Number:		Email Address:	

## **Credit Information Release Authorization:**

I authorized Burdick and Burdick Incorporated to obtain credit information from any source at any time and I authorize all companies or agencies contacted by Burdick and Burdick Incorporated to release the required information. I also authorize Burdick and Burdick Incorporated to release my/our credit information to creditors who request it.

Authorizing Signature:		Date:	
Print Name:		Company Title:	

**Bank References:**

Bank Name:

Account Number:

Mailing Address, City, State, Zip:

Phone Number:

Fax Number:

Bank Officer:

Dun &amp; Bradstreet Number:

**Trade References:**

Company Name:

Address, City, State, Zip:

Phone Number:

Fax Number

Company Name:

Address, City, State, Zip:

Phone Number:

Fax Number:

Company Name:

Address, City, State, Zip:

Phone Number:

Fax Number:

**Who to Contact for Payment if different from above:**

Firm Name:

Individual Name:

Address, City, State, Zip:

Phone Number:

Fax Number:

**Other Partners or Stockholders:**

Name:

Percent of Ownership:

Name:

Percent of Ownership

The above information is true and correct.  
Authorizing Signature:

Date:

## Credit Agreement

For the purpose of obtaining trade credit from Burdick and Burdick Incorporated, a Texas corporation ("Seller"), in connection with goods purchased by the undersigned applicant (the "Applicant") from Seller, the Applicant provides the information in this credit application to Seller, which the Applicant certifies as true and accurate in all respects and agrees to all terms and conditions set forth in this application. The Applicant agrees to immediately notify Seller in writing of any changes to the information provided by the Applicant herein.

Seller may determine to terminate the extension of trade credit to Applicant at any time, in its sole and complete discretion.

All invoices not paid within the stated terms of the individual invoice, (in default, thirty (30) days from the date of invoice) are subject to the maximum legal interest per month, retroactive to the date of invoice. Any payments received from Applicant will be applied to accumulated interest charges and/or collection cost before any payments are applied to invoices regardless of any instructions to the contrary.

In the event of any legal action or legal proceeding brought in connection with any amount due to Seller from Applicant, Seller shall be entitled to receive from the other party, in addition to any relief that may be granted, the reasonable attorneys' fees and costs (including, but not limited to, court costs, filing fees, and expert fees, among other costs) incurred in the action or proceeding, along with any reasonable attorneys' fees and costs incurred to collect any amount awarded in connection with any such action or proceeding.

If the Applicant is a limited partnership, corporation or limited liability company, Seller may require one or more individuals that own or are affiliated with the Applicant to sign a Personal Guaranty, in the form set forth in this Application. Any such guarantor agrees that he or she will be personally and individually liable for any indebtedness owed by the Applicant to Seller

Applicant hereby authorizes Seller to investigate Applicant's credit and financial responsibility without limit. Applicant further authorizes all companies or agencies contacted, listed or not, to release the required information to Seller. Applicant further authorizes Seller to update this information whenever Seller deems it necessary.

This agreement shall be effective when signed below or in counterpart, a photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

As a duly authorized principal of the Applicant Company, I hereby agree to all of Seller's terms and conditions and warrant that all of the information supplied on this credit application to be true and correct.

Applicant Company Name:

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Authorizing Signature:

Date:

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Print Name:

Title:

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**INDIVIDUAL PERSONAL GUARANTY (hereinafter "Guaranty")**

I, \_\_\_\_\_ (hereinafter referred to as "Guarantor")  
residing at \_\_\_\_\_, for and in consideration of your  
extending credit at my request to \_\_\_\_\_,  
(hereinafter referred to as "Applicant"), of which am \_\_\_\_\_

(and the owner of a direct or indirect interest in Applicant such that this guaranty may reasonably be expected to benefit me directly or indirectly), hereby personally guarantee to BURDICK AND BURDICK INCORPORATED ("SELLER") at El Paso, in the State of Texas of any and all obligations of the Applicant of every kind and character, irrespective of the amount of said obligations, whether now existing or hereafter arising, including interest on any of the obligations and any and all costs, attorney's fees, and expenses suffered by SELLER or SELLER'S assigns by reason of Applicant's or Guarantor's default in payment of any of the foregoing indebtedness, and any renewal, extension or rearrangement of the indebtedness, costs, or expenses associated with such default. Guarantor hereby agrees to pay SELLER promptly on demand any sum which may become due to SELLER by the Applicant whenever the Applicant shall fail to pay the same. It is understood that this guaranty shall be a continuing, unconditional, and irrevocable guaranty and indemnity for such indebtedness of the Applicant. Guarantor hereby agrees with SELLER that all rights, remedies and recourses afforded to SELLER by reason of this Guaranty or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, as occasion therefore shall arise, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy or recourse which SELLER may have. This Guaranty is for the benefit of SELLER and SELLER'S successors and assigns, and in the event of an assignment of the Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. Guarantor hereby waives notice of default, nonpayment, and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed. This Guaranty is binding on Guarantor and Guarantor's heirs, personal representatives, successors and assigns. If any provision of this Guaranty or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Guaranty nor the application of such provision to any other person or circumstances shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law. This agreement shall be effective when signed below or in counterpart a photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Guarantor Signature:

Date:

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Print Name:

Title:

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Home Address, City, State, Zip:

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Phone Number:

Fax Number:

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Witness Signature:

Date:

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Print Name:

Title:

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Home Address, City, State, Zip

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Phone Number:

Fax Number:

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