



BELL SUPPLY COMPANY

Account Application and Agreement

Bell Supply Company ("CREDITOR")

P.O. Box 1597

Gainesville, TX 76241-1597

Phone: 940-612-0612

TO BE COMPLETED BY CREDITOR'S EMPLOYEES:

Credit Manager's Approval/Date: _____ Approved Credit Limit: _____

Salesman _____

Branch / Location _____

Account Number: _____

Business Information	Account Applying For:	Credit Account	Cash Account
----------------------	-----------------------	----------------	--------------

Legal Company Name:

Billing/Mailing Address:

City/State/Zip:

Ph:

Fax:

A/P Email:

Type of Business:

Date Business Started:

Business Operates as:

Corporation Partnership Limited Liability

Proprietorship Other: _____

Estimated Monthly Purchases:

Required? (Check all that apply)

PO AFE Well/ Lease Job # MTR

List Name(s) of Owner(s) or Corporate Officers, Individual

Titles:

Tax Exempt?

If Tax Exempt, Please Attach a Copy of Your Certificate to this Application

A/P Contact Name & Telephone Number:

BANK AND TRADE REFERENCES (Please attach a financial statement with the application)

Bank Name:

Account Number:

Phone:

Fax:

Trade Reference:

Address:

City/State/Zip:

Phone:

Fax:

Trade Reference:

Address:

City/State/Zip:

Phone:

Fax:

Trade Reference:

Address:

City/State/Zip:

Phone:

Fax:

TERMS & CONDITIONS AGREEMENT

In the event the foregoing application for credit is accepted and approved, the applicant (hereinafter called "CUSTOMER") agrees to be bound by the following terms and conditions:

1. Payment in full must be received by CREDITOR on or before the due date and at the address as stated on the statement or invoice. Creditor terms are Net 30.
2. CUSTOMER agrees to pay reasonable attorney's fees, expert and consultant expenses, all costs of court, and any other expenses incurred by Creditor and/or any of its companies in the collection of any invoice amount. In the event any past due amounts are placed with an attorney for collection, all such past due and unpaid amounts shall accrue interest at a rate of 1.50% per month on the entire balance past due subject to collection from the date of demand for payment of the past due balance.
3. CUSTOMER acknowledges and agrees that CREDITOR'S corporate address is located at 114 East Foreline Dr. Gainesville, Texas 76241.
4. The individuals, or CUSTOMER applying for credit, and the Proprietors, Partners, Principals, and/or Officers of the CUSTOMER authorize CREDITOR to verify, and from time to time to verify, the credit references, and to obtain, and as needed from time to time to obtain, consumer credit references contained herein and CUSTOMER authorizes said references to release all information requested by CREDITOR to CREDITOR concerning CUSTOMER. If you do not provide your social security number, this report CANNOT be generated; only provide your social security number if you agree we can view your consumer credit report. If you do not provide your social security number, this term and condition does not apply to you. If you do provide your social security number, you have agreed that CREDITOR may check your personal credit history, credit reports and credit references.
5. CUSTOMER acknowledges receipt of the following notice:
 Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580.
6. CUSTOMER certifies that the foregoing information provided CREDITOR is true and correct and CUSTOMER understands that such information will be relied upon by CREDITOR in making its credit decisions concerning CUSTOMER.
7. No oral notification or agreements concerning this Account Application and Agreement shall be effective. All prior agreements relating to the subject matter hereof are superseded hereby and no amendment or modification of this Account Application and Agreement or CREDITOR'S invoices shall be effective unless it is in writing and signed by the authorized representative of CREDITOR.
8. This Account Application and Agreement shall be governed by and construed in accordance with the laws of the State of Texas. CUSTOMER agrees to update the information contained herein if it is no longer accurate.
9. CREDITOR reserves the right at any time to revoke any credit extended to CUSTOMER because of CUSTOMER'S failure to pay when due or for any other reason deemed good and sufficient by CREDITOR.
10. **CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS ON THIS ACCOUNT APPLICATION. EACH SHIPMENT OF PRODUCTS AND RENDERING OF SERVICES RECEIVED BY CUSTOMER FROM CREDITOR SHALL BE DEEMED TO BE ONLY UPON CREDITOR'S TERMS AND CONDITIONS NOTWITHSTANDING ANY TERMS AND CONDITIONS THAT MAY BE CONTAINED IN ANY PURCHASE ORDER, ACKNOWLEDGMENT OR OTHER FORM OF CUSTOMER.**
 CUSTOMER understands and agrees that completion of this credit application does not in any way guarantee an extension of credit and/or terms to CUSTOMER by CREDITOR.

SIGNATURES (Please sign and submit duplicate copy so that both parties may retain signed documents once executed)

<p style="text-align: center;"><u>CREDITOR</u> (Bell Supply Company Representative)</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Date: _____</p>	<p style="text-align: center;">DEBTOR (Customer Representative)</p> <p><u>Representative 1:</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><u>Representative 2:</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

PERSONAL GUARANTY

For and in consideration of Bell Supply Company, including any successors in interest, affiliated companies, parent corporations, subsidiaries, and/or assigns (“CREDITOR”), extending at Guarantors’ request an Open Account Credit Agreement to _____ (hereinafter “BUYER”), the following named person or persons (hereinafter “GUARANTORS”):

1. _____, _____, _____
Print Name of Guarantor Social Security Number DOB

Residing at _____ and
Address City, County State Zip Code

2. _____, _____, _____
Print Name of Guarantor Social Security Number DOB

Residing at _____
Address City, County State Zip Code

guarantee to CREDITOR the payment of all monies now or hereinafter due CREDITOR from BUYER under the following terms and conditions:

1. GUARANTORS personally, jointly, and severally guarantee to CREDITOR prompt, punctual, and full payment as directed by CREDITOR either verbally and/or in writing.
2. If BUYER fails to pay CREDITOR any sum invoiced by CREDITOR, GUARANTORS agree to bind themselves to pay CREDITOR on demand any sum which may become due to CREDITOR by the BUYER. The obligations of GUARANTORS shall, at the election of CREDITOR, be primary and not necessarily secondary to the obligations of BUYER, and CREDITOR shall not be required to exhaust its remedies against BUYER prior to enforcing its rights under this Personal Guaranty against the GUARANTORS. It is understood that this Personal Guaranty shall be a continuing and irrevocable guaranty for such indebtedness of the BUYER to CREDITOR.
3. GUARANTORS waive notice of default, non-payment, and notice thereof, presentment, notice of intent to accelerate or acceleration, and consent to any modification or renewal of the Open Account Credit Agreement between CREDITOR and BUYER and guaranteed by this Personal Guaranty. GUARANTORS further waive all surety ship defenses or defense in the nature thereof, generally. GUARANTORS shall not assign or delegate their rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this Personal Guaranty to any party, at any time, without notice to GUARANTORS OR BUYER.
4. In the event that it becomes necessary to place any account guaranteed by this Personal Guaranty with an attorney and/or third parties for the collection of any unpaid balances, GUARANTORS agree to pay all costs of collection, including pre-judgment interest, reasonable attorneys’ fees, collection costs, expert witness and consultant fees, post judgment interest and all such costs and fees related to any appellate or execution proceedings, if applicable.

5. GUARANTORS agree that this Personal Guaranty shall be deemed to have been made in the United States in the State of Texas and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Texas, without reference to principles of conflicts of law thereof. To the fullest extent permitted by law, GUARANTORS consent to submit to the jurisdiction of the courts of or for the State of Texas in connection with any action or proceedings arising from or related to this Personal Guaranty. **EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN DALLAS COUNTY, TEXAS AND THE FEDERAL COURTS IN AND FOR THE NORTHERN DISTRICT OF TEXAS SITTING IN DALLAS, TEXAS IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT ENTERED INTO IN CONNECTION HEREWITH.**
6. This Personal Guaranty shall be binding upon and inure to the benefit of the parties, their successors, heirs and assigns and personal representatives.

X _____
Signature of Guarantor

Date

X _____
Signature of Guarantor

Date

Return to Accounts Receivable
Bell Supply Company, LLC
P.O. Box 1597, Gainesville, TX 76241
Telephone (940) 612-0612
Fax (940) 668-0418
BSCAR@bellsupplystores.com