

**TRI-CITY PAINT CORPORATION 9282 MIRAMAR ROAD SAN DIEGO, CA 92126-4419 (858) 536-1030**

ACCT. # \_\_\_\_\_ APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

**INSTRUCTIONS:** This form must be filled out completely. Please print or type. Fill in all spaces and complete by signing where indicated. A signature is mandatory and should be signed by owner, partner or corporate officer, stating title.

COMPANY NAME \_\_\_\_\_

IF CORPORATION-FULL CORPORATE NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ TELEPHONE (\_\_\_\_) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DATE ESTABLISHED \_\_\_\_\_ AT PRESENT LOCATION \_\_\_\_\_

OWNERSHIP DATA: Individual Owner  General Partnership  Corporation  L.L.P.  L.L.C.

If incorporated: Date incorporated \_\_\_\_\_ Under laws of which State? \_\_\_\_\_

**OWNERS / OFFICERS:**

1. Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Telephone # \_\_\_\_\_

2. Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Telephone # \_\_\_\_\_

Has any of the above ever had a business failure or filed any type of bankruptcy proceeding? Yes  No   
If yes, describe fully on a separate page.

State Sales Tax # / Resale # \_\_\_\_\_ Issued by (State) \_\_\_\_\_

Describe you business operation \_\_\_\_\_ # of employees \_\_\_\_\_

Is your business location: Owned  Leased

Name, address and telephone # of Landlord \_\_\_\_\_

Bank Reference: \_\_\_\_\_

Name \_\_\_\_\_ Branch Address \_\_\_\_\_

Type of Account / Account # \_\_\_\_\_ Officer \_\_\_\_\_ Telephone # \_\_\_\_\_

Business references: \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_

Describe any UCC Filings on your business assets \_\_\_\_\_

The above information is submitted for the purpose of obtaining credit. The undersigned authorizes you to make such inquires as are necessary to obtain credit information and authorize my bank, suppliers and credit references to release information regarding my account(s). Applicant agrees to pay all charges to to terms of sale. Past due accounts will be charged service charges of 1-1/2% per month, (annual percentage rate of 18%).

I / We agree that in the event suit is commenced to enforce collection, the jurisdiction and venue of the action shall be exclusively in the Superior Court for the County of San Diego, San Diego Branch, except that if the amount is within the jurisdiction of the Municipal Court, the jurisdiction and venue shall be exclusively in the Municipal Court for the County of San Diego, El Cajon Judicial District.

I / We agree to pay all legal costs including collection agency fees, costs, legal costs, and reasonable attorney's fees if it becomes necessary to enforce collection or file suit.

I / We certify that everything stated on this application is true and correct to the best of my / our knowledge.

By: \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name, Title and Date \_\_\_\_\_

By: \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name, Title and Date \_\_\_\_\_

**PLEASE RETURN THIS FORM BY FAX TO: 858-530-2579 OR TO THE ADDRESS AT THE TOP**

TO TRI-CITY PAINT CORPORATION, SAN DIEGO, CALIFORNIA

In consideration for extending credit or merchandise sold and / or services performed for \_\_\_\_\_, a \_\_\_\_\_, the undersigned jointly and severally agree and do hereby guarantee payment whether now existing or hereafter arising and in accordance with the terms of sale by Tri-City Paint Corporation, a California Corporation to you of all monies due for services and merchandise sold and delivered to \_\_\_\_\_.

The obligations hereunder are independent of the obligations of \_\_\_\_\_, and a separate action or actions may be brought and prosecuted against the undersigned Guarantor(s) whether action is brought against the purchaser \_\_\_\_\_ or whether said corporation is joined in any such action or actions. The undersigned Guarantor(s) waive any right to require you to proceed against the purchaser corporation or proceed against or exhaust any security held by you from said purchaser corporation or to pursue any other remedy in your power whatsoever. It is intended hereby to waive all rights that the undersigned might have under Section 2845 of the Civil Code of the State of California. The undersigned authorizes you to make such inquiries as are necessary to obtain credit information including consumer credit reports.

The undersigned acknowledges that you are not obligated by accepting or receiving this Guaranty or otherwise furnish any service or merchandise and that this Guaranty is given only to cover such service and merchandise as may be sold by you to \_\_\_\_\_.

This will be a continuing Guaranty and will remain in effect until written notice is received from the Guarantor(s) of the termination of this Guaranty. Such notice of termination must be sent by Certified or Registered mail to the attention of the Credit Manager, to be effective. The undersigned Guarantor(s) agree to pay reasonable attorney's fees and all other reasonable costs and expenses which may be incurred by you in the enforcement of this Guaranty.

The undersigned Guarantors agree that in the event suit is commenced in the enforcement of this Guaranty, the jurisdiction and venue shall be exclusively in the Superior Court for the County of San Diego, San Diego Branch, except that if the amount is within the jurisdiction of the Municipal Court, the jurisdiction and venue shall be exclusively in the Municipal Court for the County of San Diego, El Cajon Judicial District.

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print or type name: \_\_\_\_\_

S. S. No.: \_\_\_\_\_

Witness: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print or type name: \_\_\_\_\_

S. S. No.: \_\_\_\_\_

Witness: \_\_\_\_\_

Print or type name: \_\_\_\_\_