



BUSINESS CREDIT APPLICATION

ACCOUNT MANAGER _____

SLS NO. _____ FOR S&S TIRE USE ONLY _____

DATE _____

CREDIT LIMIT or COD DESIRED

COD.....No additional forms required.

\$ _____
Exact **CREDIT LIMIT** desired

\$1 - \$49,999.....Additional forms required: Terms & Conditions and Release of Credit.

\$50,000 +.....Additional forms required: Terms & Conditions, Release of Credit and Security Agreement.

PRIMARY ACCOUNT

S&S WAREHOUSE LOCATION _____

LEGAL NAME OF BUSINESS _____

TRADE NAMES _____

FEDERAL TAX IDENTIFICATION NUMBER (EIN) *EXAMPLE: 12-3456789* _____

ADDRESS _____ BILLING ADDRESS _____

PHONE (____) _____ FAX (____) _____ ACCTS PAY. CONTACT _____

EMAIL ADDRESS _____ WHEN WAS BUSINESS STARTED _____



BUSINESS TYPES:

If **PROPRIETORSHIP**: Owner's Name and Address.

If **PARTNERSHIP**: All Partners Names and Addresses.

If **CORPORATION**: Name and Address of President, Secretary and Treasurer.

BUSINESS TYPE

OWNER(S) NAME

ADDRESS

SALES TAX EXEMPT YES NO

IF YES, WHAT STATE(S) _____

→ If **YES**, please fill out **REQUIRED** State Sales Tax Exemption Certificate.

PURCHASE ORDER REQUIRED YES NO

PRIOR YEAR GROSS SALES _____

SECONDARY ACCOUNT

NAME ADDRESS/CITY/STATE/ZIP PHONE/FAX S&S WAREHOUSE STATEMENT
Combined or Individual

AUTO DEALER(S) - List auto dealer number for each (if applicable).

	FORD PNA CODE	GM PART CODE	BRIDGESTONE	GOODYEAR	CONTINENTAL	YOKOHAMA	PIRELLI
GM							
FORD							
MOPAR							
IMPORT							
OTHER							

MFG DIRECT DEALER(S) - List manufacturer direct dealer number for each (if applicable).

	CONSUMER	COMMERCIAL
BRIDGESTONE		
FIRESTONE		
DAYTON		
FUZION		
GOODYEAR		
DUNLOP		
KELLY		
CONTINENTAL		
GENERAL		
MASTERCRAFT		
COOPER		
ROADMASTER		
PIRELLI		
YOKOHAMA		

SETUP SSTIRE ONLINE ACCOUNT

YES

NO

*Please let your Account Manager know if you need
SSTire Online Account setup.*

NOTES:

DEALER SIGNATURE: _____

DATE:

ACCOUNT MANAGER SIGNATURE: _____

DATE:

Credit application and additional required forms if applicable need to be submitted to
your **S&S Tire Account Manager**.

**WARNING: Credit application WILL NOT be processed unless ALL REQUIRED FORMS are
submitted to John Midkiff.**



**AUTHORIZATION FOR
RELEASE OF CREDIT INFORMATION**

Date _____

To Whom It May Concern:

This letter will serve as authorization to release information to S & S FIRESTONE INC dba S & S TIRE for the purpose of establishing a credit line with them.

The undersigned individual who is either a principle of the credit applicant or a sole proprietorship as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Name:
Address:
Social Security #:
Signature:

Name:
Address:
Social Security #:
Signature:

SECURITY AGREEMENT

This Security Agreement is entered into as of the _____ day of _____, 20____
Between S & S FIRESTONE INC dba S & S TIRE a (Kentucky Corporation, hereinafter "Seller") and _____
(hereinafter "Customer").

Customer desires to purchase tires and related accessories from Seller and Seller desires to sell tires and related accessories to Customer.

1 Security Interest

- a. For value received, Customer grants to Seller a purchase money security interest in the Collateral (hereinbelow defined) to secure full performance by Customer of the duties and obligations set forth in the Agreement.
- b. Collateral is defined as:
 - i.) all of Customer's inventory purchased from Seller, wherever located, now owned or hereafter acquired, all proceeds therefrom including accounts, chattel papers, contract rights, general intangibles, instruments and other rights to payment of every kind and nature arising out of the sale or distribution, or otherwise made available from the Seller inventory, (collectively referred to as "purchase money security interest");
 - ii.) all of Customer's receivables, equipment, inventory, general intangibles, all proceeds and products of receivables, equipment, inventory, and general intangibles, including but not limited to cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents, and all of Customer's books of accounts and other records.
- c. The Collateral shall secure the payment of all of Customer's indebtedness to Seller, regardless of the form of such indebtedness.
- d. The indebtedness, as herein defined, shall include any promissory note, open account, guaranty or otherwise, arising before, under or after this agreement between the parties, together with interest on and renewals and extensions of time of said obligations.

2 Representations and Warranties of Customer

Customer represents, covenants and warrants to Seller the following:

- a. Customer is A _____ Corporation in good standing with the State its principal place of business.
- b. Customer is engaged in the business of selling tires and related Accessories.
- c. Additional locations and trade names of Customers are as follows:
- d. Customer owns the Collateral free from all liens, security interest or encumbrances, except as given to Seller hereunder and as follows:

- e. As an inducement to Seller, Customer desires to grant Seller a security interest in certain assets of Customer.

- f. The security interest created hereunder shall include a purchase money security interest in the Collateral defined a Section 1.b.i of this Agreement.
- g. No financing statement covering the Collateral or any part of it or any proceeds of it other than those disclosed above, is on file in any public office.

3 Sale, Lease, or Disposition of Collateral, Continuing Interest.

The security interest created hereunder shall continue in the collateral notwithstanding its sale, exchange or other disposition where such disposition is to a person or entity (i) affiliated in anyway with Customer (including, but not limited too, by complete or partial common ownership), or (ii) to whom Seller has delivered collateral directly on behalf of Customer.

4 Risk of Loss and Insurance

The risk of loss of collateral shall be on Customer at all times. The Customer will insure the Collateral with companies acceptable to Seller against destruction and theft, and in adequate amounts with a loss payable clause in favor of the Customer and Seller as their interest may appear, and Seller is authorized to collect sums that may become due under any of the insurance policies and apply them to the obligation secured by this agreement. Such policy or policies of insurance shall provide that Seller shall receive at least ten (10) day's prior written notice of cancellation. Customer shall furnish Seller with Certificates of Insurance on or before execution of this Agreement.

5 Protection of Collateral

- a. The customer will not store the Collateral in violation of any statute or ordinance. Customer grants to Seller or its designated agent the right to examine and inspect the Collateral at any reasonable time, during business hours with full access to Customer's premises, inventory, and books of account as they pertain to Customer's indebtedness to Seller.
- b. Customer shall defend Collateral against any claims and demands of all persons at any time claiming the collateral or any interest therein.

6 Taxes

The Customer will pay promptly when due all taxes and assessments on the Collateral.

7 Change of Location or Entity.

- a. Location of Collateral. The Customer will keep the Collateral at the address shown above and will not remove the Collateral from that address without Sellers written consent.
- b. Change of Place of Business. The Customer will promptly notify Seller of any change of the Customer's place of business or place of conduct of business, or where books and records concerning the Collateral are kept or of any changes in Customer's trade name.
- c. Change of Name of Entity. The Customer shall not change its name, merge, consolidate or acquire all or substantially all of the stock, business or assets of any other person, corporation or business organization without written notification to Seller.

8 Security Interests and Liens.

Customer agrees to keep the Collateral free from all unpaid charges, liens and security interest, other than the security interests granted to Seller and those disclosed in this agreement.

9 Decrease in Value of Collateral.

The Customer shall, if in Seller's judgment the Collateral has materially decreased in value, or if Seller shall at any time deem that the Customer is financially unstable, within five (5) days, either provide enough additional Collateral to satisfy Seller or reduce the total indebtedness by an amount sufficient to satisfy Seller.

10 Customer Litigation.

Customer shall notify Seller within five (5) days if Customer becomes involved in any litigation, or other legal proceedings before the court, Tribunal or governmental body, or received notice of intent to hold a claim against customer, from any entity, in which any potential recovery against Customer may exceed Two Thousand Dollars (\$2,000.00).

11 Reimbursement of Expenses.

At the option of Seller, Seller may discharge taxes, liens, interest or perform or cause to be performed for and on behalf of the Customer any actions and conditions, obligations, or covenants that the Customer has failed or refused to perform, and may pay for the repair, maintenance, and preservation, of the Collateral. All sums to be expended, including but not limited to attorney's fees, court cost, agent's fees, or commissions, or any other costs or expenses, shall bear interest from the date of payment at the annual rate of twelve percent (12%) and shall be payable at the place designated in the Customer's note and shall be secured by this Security Agreement.

12 Financial Statements on Request.

Customer agrees to deliver to Seller within ten (10) days after written request by Seller, a current financial statement and such other data as Seller may request, plus a list of all collateral on hand.

13 Default.

The customer shall be in default under this Security Agreement on the occurrence of any of the following events or conditions:

- a. Default in the payment or performance of any note, obligation, covenant, or liability secured by this Security Agreement.
- b. Any warranty, representation, or statement made or furnished to Seller by or on behalf of the Customer proves to have been false in any material respect when made or furnished.
- c. Any event that results in the acceleration of the maturity of the indebtedness of the Customer to others under any indenture, agreement, or undertaking.
- d. Loss, theft, substantial damage, destruction, sale, or encumbrance to or of any of the Collateral, or the making of a levy, seizure, or attachment of or on the Collateral.
- e. Anytime Seller reasonably believes that the prospect of payment of any indebtedness secured by this Security Agreement or the performance of this Security Agreement is impaired.
- f. The termination of the Customer's existence, whether by means of dissolution, merger, consolidation or otherwise, the Customer's insolvency or business failure, the appointment of a receiver for any part of the Collateral, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Customer or any guarantor of surety for the Customer.

14 Remedies

On Customer's default, Seller, at his option and without demand on or notice to Customer, may do any one or more of the following:

- a. Declare all indebtedness immediately due and payable, and interest shall accrue on indebtedness at the rate of twelve percent (12%), unless another rate of interest is stated.
- b. Immediately take possession of the Collateral, wherever it may be found, and the Seller shall have the right, and Customer hereby authorizes and gives Seller the right, to enter upon Customer's premises wherever the Collateral may be found and remove the Collateral.
- c. Exercise any and all remedies which Seller may have under the applicable Uniform Commercial Code and other applicable law, and dispose of Collateral in such manner pursuant to such code as Seller may determine, whether or not Collateral is present at the time and place of such disposition. Any such disposition by sale may be held in any place specified in the applicable Uniform Commercial Code as Seller may

determine. Reasonable prior notice of the disposition of Collateral shall be five (5) days and Seller shall apply proceeds therefrom to the indebtedness in such order as Seller in its discretion may determine. Customer further agrees to pay Seller any deficiency if proceeds from the disposition of Collateral are not sufficient to satisfy the indebtedness.

- d. Upon demand by Seller, Customer shall deliver to seller the proceeds of any disposition of Collateral. Seller may notify any or all account debtors of its security interest and require to remittance of all sums directly to Seller, and Seller may endorse the name of Customer on any checks, notes or other documents received in payment of account.
- e. Seller shall have the right to enforce one or more remedies under this agreement, and any other agreement between the parties, successively or concurrently, and any such action shall not stop or prevent Seller from pursuing any further remedies that it may have by this agreement, or any other agreement, or by law.
- f. Customer will reimburse Seller for any costs and expenses incurred in enforcing this agreement or incurred in retaking, holding and preparing the Collateral for Disposition, and in arranging for the disposition, including, but not limited to, reasonable attorney fees, legal expenses, and cost of collecting the indebtedness. Such cost and expenses shall be indebtedness secured by this Security Agreement.

15 Notice

Any notice or other communication to be given to either party shall be in writing and delivered personally to or by certified mail and addressed to:

To Seller:

S & S FIRESTONE INC
P.O. BOX 55046
LEXINGTON, KY 40555-5046

To Customer:

Notice shall be deemed given upon personal delivery or forty-eight (48) hours after deposit in the United States Mail.

16 General Provisions.

- a. Filing Requirements. Customer shall join with Seller in executing one or more financing statements pursuant to the Uniform Commercial Code; however, if applicable Uniform Commercial Code so allows, Customer hereby directs Seller to execute and file all necessary Financing Statements to perfect the security interest created herein, in form satisfactory to Seller without first obtaining Customer's signature; and Customer shall pay the costs of filing such Statements whenever filing is deemed necessary or desirable by Seller.
- b. Notice of No Account. In the event Customer no longer has indebtedness with Seller, and does not anticipate incurring a future indebtedness with Seller, Customer shall notify Seller in writing. The purpose of this clause is to allow Seller notice so that it can terminate all financing statements with Customer previously filed pursuant to the Uniform Commercial Code.
- c. Waiver. No waiver by Seller of any default shall operate as a waiver of any other default or of the same default on a future occasion. No revision or amendment of this Agreement shall be valid unless in writing and signed by the parties.
- d. Binding Effect of Agreement. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors, heirs and assigns of the parties; but Customer shall not assign any interest in this Agreement without prior written consent of Seller.
- e. Attorney Fees. If any party shall seek to enforce any provision of the Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost, in addition to other relief.

- f. Applicable Law. This Agreement and all transactions described herein, contemplated hereby or resulting herefrom shall be governed and construed by and in accordance with the laws of the State of _____
- g. Severability. If any provision of the Agreement shall be held to be invalid, the other provisions shall remain enforceable unless deletion of the invalid material will defeat the essential purpose of the parties as expressed herein.
- h. Entire Contract. All prior understanding and agreement respecting the transactions here contemplated are merged in this Agreement. There are no representations, warranties or agreements between the parties as to such transactions except as set forth herein, and this Agreement fully and completely expresses the agreement of the parties as to such transaction.
- i. Waiver. To the extent permitted by applicable state law, Customer waives all claims, damages and demands against Seller arising out of the repossession, retention or sale of Collateral.

Customer

Seller

By: _____

By: _____

Title: _____

Title: _____

NAME OF BUSINESS _____

TERMS AND CONDITIONS

In the event credit is extended and this application is accepted by seller, applicant agrees as follows:

- 1) Applicant agrees to make payments of all invoices per the terms of 1st 10th prox, **unless otherwise stated on the face of the invoice** to sellers address and on any balances outstanding from time to time; and in the event of a default of timely payment by the applicant, to pay the outstanding principal balance plus accrued interest and expenses on demand as follows:
 - a) To pay interest on any unpaid balance not paid within the time provided by the invoice at the rate of 1.5 percent annum or maximum rate permitted by law.
 - b) In the event of default in the acceptance of goods or services ordered or in the payment for goods and services received, to pay all cost and expenses, including reasonable attorney's fees, incurred in remedying the default or the enforcement of any rights possessed by seller and that any actions for collections shall be brought in the count of the seller.

In consideration of seller extending credit to _____ (hereinafter referred to as the "company") we the undersigned, absolutely and unconditionally personally guarantee the full and punctual payment of any obligation of the company and we hereby bind ourselves to pay you on demand any sum, including all cost of collection and reasonable attorney's fees, which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the company. We do hereby waive notice of demand, protest or default and consent to any modification or renewal of the credit agreement hereby guaranteed. This guaranty shall be binding on guarantor's heirs, personal representative, successors and assign, and shall insure to the benefit of seller, its successors and shall insure to the benefit of seller, its successors and assigns. Each guarantor also hereby waives and claim, right or remedy which such guarantor may now have or hereafter acquire against the (debtor)...that arises hereunder and / or from the performance by any guarantor including, without limitation, any claim, remedy, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of (creditor) against the (debtor)...or any security with (creditor) now has or hereafter acquired, whether or not such claim, right or remedy arises in equity, under contract, by statue, under common law or otherwise.

DATE _____

WITNESS _____

SIGNED _____

PRINT _____

WITNESS _____

SIGNED _____

PRINT _____