



# Pomp's Tire Service, Inc. Commercial Credit Application

P.O. Box 1630 · Green Bay, WI 54305 · accountsreceivable@pompstire.com  
Phone: 920-435-8301 or 800-536-2940 · Fax: 920-431-7666

Application is hereby made for the extension of credit: Store #: \_\_\_\_\_ Salesperson #: \_\_\_\_\_

Business Legal Name ("Applicant"): \_\_\_\_\_

Corporate Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Service Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ County: \_\_\_\_\_

Email Address to Send Invoices To: \_\_\_\_\_

Form of Business: \_\_\_\_\_ Corporation \_\_\_\_\_ Limited Liability Company Date of Incorporation: \_\_\_\_\_ State: \_\_\_\_\_  
\_\_\_\_\_ Proprietorship/Sole Owner \_\_\_\_\_ Partnership \_\_\_\_\_ Other: \_\_\_\_\_ Federal ID# \_\_\_\_\_

Do you own the property? \_\_\_\_\_ Rented? \_\_\_\_\_ If premises are rented, complete name and address of landlord: \_\_\_\_\_

Requested credit limit: \$ \_\_\_\_\_ Are you sales tax exempt? \_\_\_\_\_ If yes, please attach exemption certificate

## If you are a Corporation, please complete the following:

President: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Vice President: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Secretary: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Treasurer: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## If you are an Individual or Partnership: (If you are a Partnership, list all general partners)

Individual/Partner: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual/Partner: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual/Partner: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Financial Information:

Bank: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Banker: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Account No.: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_ Loan

Person(s) Authorized to Sign Checks: \_\_\_\_\_

Have you or any of the other principals in your organization participated in either a corporate or personal bankruptcy in the past (5) years? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please explain: \_\_\_\_\_

How long at this location by this ownership? \_\_\_\_\_ If less than one year, list previous business owned/leased or employment history: \_\_\_\_\_

Are you a former customer? \_\_\_\_\_ Yes \_\_\_\_\_ No If Yes, dates from \_\_\_\_\_ to \_\_\_\_\_

Previous account name : \_\_\_\_\_ Address: \_\_\_\_\_

## Trade References: (Please list at least three trade references)

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## TERMS AND CONDITIONS

The terms and conditions of this Commercial Credit Application ("Application") shall, upon extension of credit to Applicant by POMP'S TIRE SERVICE, INC. and/or its affiliates, subsidiaries, divisions (including, but not limited to, Cross-Midwest Tire Co.), successors and assigns (hereinafter "Seller"), constitute a credit agreement between Applicant and Seller and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order or other document of purchase, whether the purchase order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to Seller: (1) all invoices by the tenth (10th) day of the month following the date of the invoice unless otherwise specified on the invoice, if not paid on or before said date, such invoices as are then delinquent; (2) interest on any invoices delinquent is calculated at the rate of eighteen percent (18%) per annum or the maximum rate of default interest allowed under the law, whichever is less; and (3) all costs of collecting delinquent invoices and interest, including court costs, reasonable attorney fees and collection agency fees, to the maximum extent allowed by the law.

Any provision of this Application which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Application shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. This Application shall be construed under the laws of the State of Wisconsin and any lawsuits resulting from this Application must be commenced in the Circuit Court for Brown County, Wisconsin. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue.

This Application shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

Applicant represents and warrants that the information furnished under this Application and any other documents furnished in connection therewith, is true and correct. Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes only and not for personal, family or household purposes. Applicant understands that Seller is relying on the foregoing representations and would not otherwise extend credit to Applicant.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT AND EACH OWNER, PARTNER, OFFICER AND MEMBER OF APPLICANT, INCLUDING BANK AND TRADE/CREDIT REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

IF APPLICANT IS A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR OTHER LEGAL ENTITY, THEN SELLER MAY REQUIRE THAT ALL OWNERS, MEMBERS AND PARTNERS OF SUCH ENTITY EXECUTE A PERSONAL GUARANTY IN SUCH FORM AS REQUIRED BY SELLER.

This signed Commercial Credit Application and the Personal Guaranty, if required by Seller, must be returned to Seller at the address set forth on the top of Page 1 of this Application. This Application may be executed in counterparts, all of which shall constitute the same agreement. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

If you have any questions concerning this Commercial Credit Application or the Personal Guaranty, if one is required by Seller, please contact the Credit Department at (800) 536-2940.

Signature(s) of Applicant(s):

Owner/Officer: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Officer: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Officer: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\* **FOR CREDIT DEPARTMENT ONLY** \*\*\*\*\*

\_\_\_\_\_ Approved Credit Line: \_\_\_\_\_

\_\_\_\_\_ Refused Reason: \_\_\_\_\_

\_\_\_\_\_ Rating By: \_\_\_\_\_ Date: \_\_\_\_\_



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The undersigned guarantor(s), jointly and severally (if more than one undersigned), for and in consideration of POMP'S TIRE SERVICE, INC. and/or its affiliates, subsidiaries, divisions (including, but not limited to, Cross-Midwest Tire Co.), successors and assigns (the "Seller") extending credit at my request to \_\_\_\_\_ (the "Applicant") pursuant to a Commercial Credit Application, hereby personally guarantees to Seller the payment of any obligation of Applicant under the Commercial Credit Application of Applicant and hereby agrees to pay, on demand, any sum which may become due to Seller by the Applicant whenever the Applicant shall fail to pay same when due. It is understood that this guaranty shall be a continuing unconditional irrevocable guaranty and indemnity for such indebtedness of the Applicant. The undersigned guarantor(s) hereby waive(s) notice of default, non-payment and notice thereof and consents to any modification or renewal of the Application hereby guaranteed. Seller shall not be required to exercise or exhaust any of its remedies against Applicant prior to exercising its rights and remedies against the undersigned. Signature(s) of the guarantor(s) transmitted by facsimile or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Each guarantor signing above who is married represents that, for marital or community property purposes, this obligation is incurred in the interest of his/her marriage or family.

Signature(s): \_\_\_\_\_