

Building a Business? Start with Building Business Credit

This guide is meant to take you systematically through the same process I used. Within six months of starting, I had purchased a new car, obtained a \$50,000 line of credit, and carry a platinum credit card all in my business name, without the use of my personal credit.

Building a successful business is the cornerstone of the American Dream. Over the decades, many regular folks have made their mark on the fabric of our society by having the courage to start their own business. Even in the times in which we now live, with the state of our economy, the entrepreneurial spirit and desire remains strong. However, in our struggling economy, it is more important than ever to take great care in establishing and growing credit for your business.

It was once quite commonplace for folks to extend their personal credit for business use. There is a two-fold problem with this approach. First, when you use your personal credit for business purposes, all of those personal finances—mortgages, auto loans, and credit cards—impact your ability to qualify for a business loan. Depending upon the state of that personal credit, this tactic potentially limits people's abilities to finance their businesses. Second, it's the economy; with the recent credit crisis, lenders—now more than ever—are looking for established business credit that is separate from the personal credit of the business owner. For anyone who's ever created a start-up, it's all too familiar: it takes credit to establish credit. In other words, lenders want to see a strong credit history in order to make the loan; but in order to build a strong credit history, you need the ability to actually acquire a loan. It's the eternal credit quagmire.

But take heart—there are strategies you can use to accomplish this credit establishing mission with a minimal amount of pain for your gain. And the benefit of doing such is big: this separation of personal and business credit protects both sides of your financial life from mishaps. Your business credit relies solely on your company's assets, cash flow, payment history, and other financials, rather than any personal debts or assets you may have, and vice-versa. That's a good thing. Here's how to get started:

Create Your Business

In order to even be considered for a business loan, you must establish a legal business entity, such as a corporation or LLC. This is important because banks and other lenders do not make business loans to sole proprietors, aka individuals; such are considered personal loans, rather than business loans. If you're unsure about which business type is best suited to your particular business idea, consult a certified public accountant. S/he can also advise you as to what structure would benefit your business for tax purposes, as well.

If you are more of a do it yourselfer there are plenty of websites out there that provide the forms and instructions for filing different business types. FindLegalForms.com is one of my favorites for this.

Obtain a Tax ID Number (aka EIN)

A tax ID number (or Employer Identification Number) is the nine-digit number your business will be assigned by the IRS. Every U.S. business is required to have a tax ID number; think of it like the social security numbers that individuals must have. This number will be vital in opening the bank account for your business and establishing your [business credit profile](#). The process is easy and quick, and can be done through the [IRS website](#).

Open a Business Bank Account

This account is established in your business' name and is important for income and expenditures, as well as for showing an adequate cash flow when you do eventually apply for credit. Future lenders will take a look at this cash flow, in addition to the average daily balance of the business account. What they consider acceptable will depend largely on the amount you want to finance, along with your type of business. Often, lenders like to see a bank account history, so it benefits your business to open this account as early as possible. All you need are the [legal documents](#) you used to form your business, and EIN and the banks minimum deposit.

List Your Business with Business Credit Bureaus

Yes, just as there are credit bureaus for personal credit, there are separate bureaus for business credit. These include Dun & Bradstreet, Equifax Small Business Enterprise, Experian® Small Business Reports, FDIInsight™, and several others. D&B actually conducts its own business credit scores and gives each business their own credit file number—known as a D&B or DUNS number. This number rates your credit profile and is usually requested by lenders when you apply for business loans. You are eligible to apply for your DUNS number once your business entity is set-up and you have your tax ID/EIN number.

Beware of D&B, they are a very hard sell and will try to convince you that you need to spend \$1000's of dollars with them to establish business credit you do not. You do however have to have a [DUNS number](#) because everyone will ask for it. It is free.

Equifax is quickly replacing D&B as the premiere reporter on business credit. They offer a [business credit monitoring program](#) that is money well spent if you are seriously tracking your progress.

Grow Your Business Credit History

While separate from your personal credit history, your business credit works essentially like your personal credit: the more creditors or business vendors that post good payment histories on your credit, the more solid your business credit will be. One sure fire way to kick-start your business credit history is to acquire a business credit card in the name of your business. Be cautious in using it; keep your balance

consistently low and make all of your payments on time. Another essential step is to ensure that your trade vendors are reporting your payment history to one of the major reporting companies, such as [Equifax](#). However, bear in mind that it's fairly common for smaller vendors to skip the reporting process, so it behooves you to keep a reference sheet of your trade vendors, with at least three vendors listed at all times. This will help boost your official credit report for your business. Include the vendor's name, contact information, and credit limits established with each vendor.

Pay Your Business Taxes

Ben Franklin is credited with saying that nothing in life is guaranteed except death and taxes. Businesses are expected to pay their fair share, too. The last thing you want is to lampoon your new business with a crushing tax problem. Consistently file your business tax reports and pay what you owe when it is due. Failure to file your business taxes could result in your business being labeled out of compliance, which would have a negative impact on your overall business credit. If you do find yourself in a difficult tax situation, consult a tax expert who specializes in small business matters.

Investigate Services to Assist In Establishing Business Credit

In addition to this advice, many companies provide expert advice in the establishing of business credit. Most are charging to give you the information I am including in this guide. A coaching program that holds you accountable to actually doing the steps we are outlining may be useful. However, if you are a self-starter driven to make this happen this guide, and the credit applications provided at the end should be enough to get you going. Just remember it takes time and to stick to it.

Be Mindful of Your Personal Credit Rating

Yes, we talked earlier about the separation of personal and business credit. However, there will be a probationary period, of sorts, where your personal credit will still be considered when applying for business credit. In fact, anyone involved in your business with at least a 20% share in the company would do well to keep a close eye on their personal credit rating. In today's economy and lending situation, you will probably be asked to sign a personal guarantee for repayment of any type of loan or credit for your business initially. While signing this guarantee isn't always a make or break for the loan or credit, it has become a widely practiced step, especially for newer or smaller businesses.

Establishing and building a strong business credit history usually grants you access to additional capital, when needed, and can afford you lower interest rates when you do borrow. Invest the time to do it right! Keep in mind that you cannot and will not build this credit all at once. Begin taking steps to build your business credit from the moment your business idea is conceived. Also remember that you have no way of foreseeing what business hurdles, changing economic conditions, or even opportunities for growth your company may experience. So, even if you are self-funding right now, the strong business credit you establish could make a world of difference for your business down the road.

Step by Step

1. Form your LLC or corporation. You will need all the standard documents found [here](#) even if it is something your state does not require.
2. Obtain an EIN from the IRS, you can do this online, or via the phone
3. Open a bank account
 - a. Going forward ensure that the phone number, address, and email address on the above and on every application match.
4. Open both a Costco and a Sam's club business account, for these applications and going forward do not put a social security number on any application, only use your EIN.
5. Call Dun and Bradstreet for your DUNS number; do not buy any other services.
6. Open some credit accounts, easy ones are
 - a. Grainger 888.361.8649
 - b. Accurate 630.684.4700
 - c. Uline 800.958.5463
 - d. Quill www.quill.com
 - e. Reliable www.reliable.com

All will give you net 30 days to pay just by asking. Make sure you order something, and pay within 30 days from each of the above companies.

7. Once you have done this then you can apply for some larger accounts
 - a. Office Depot www.officedepot.com
 - b. Staples www.staples.com
 - c. Exxon Mobile – [Fleet services](#)
8. Once you have established six accounts reporting activity from the list above it is time to start working on building a higher aggregate credit, you should now qualify for each of the following accounts:
 - [Shell](#)
 - [Sunoco](#)
 - [FleetCard](#)
 - [SuperFleet](#)
 - [Conoco Phillips](#)
 - [Phillips 66](#)
 - [Comdata](#)
 - [Chevron-Texaco](#)
 - ARCO – fax application included
 - BP – fax application included
 - Valero Gas – fax application included
9. Once you have a combine total credit limit of \$5000 from all of the accounts established above, it is time to move on to larger accounts. Make sure you are monitoring your credit with [Experian](#)

to make sure you are hitting your goals prior to moving on to the next step. Which is applying for more accounts, below is the next places to apply.

- [Amazon.com credit card or line of credit](#)
- [BestBuy](#)
- [Dell.com](#)
- [Lowes](#)
- [Home depot](#)
- [Walmart](#)
- [Costco](#)
- [Northern Tools](#)

Fax applications are included for those below

- Global Computers
- Radio Shack
- JC Penny
- Target
- Sam's Club
- Toll King

Give these accounts some time to age, not long just long enough to make a few payments on them and monitor your credit report to ensure they are reporting. Once they are, you should be able to apply for car loans, unsecured lines of credit, major business credit cards like AMEX and MC/Visa all without the use of your personal social security number.

For an extra layer of protection, form two companies. With the second one owned by the first, and run through this process on the second. For large transactions the owner may have to pledge collateral of put up a personal guarantee, in this scenario the "owner" is another company.

Good luck.

ARCO Business Solutions Application



FAX Application to: 1-800-348-7960 or

Mail to: ARCO Business Solutions, PO Box 923928, Norcross, GA 30010

For more information call: 1-800-348-7959

CARD PRODUCT SECTION – PLEASE SELECT A CARD PRODUCT

1 ☒ Please process this application for the ARCO Business Solutions MasterCard® Card.

All fields must be completed to ensure timely processing. PLEASE PRINT, USING BLACK INK.

BUSINESS INFORMATION – PLEASE TELL US ABOUT YOUR BUSINESS

2	
Business Legal Name	Federal Tax ID or SSN (Required)
Credit Limit Requested	Fax Number
Business Structure/Type <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non-Profit* <input type="checkbox"/> Government <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership * Please attach state tax exemption certificate (Service fee may apply).	
Physical Address Line 1 (No P.O. Boxes)	Years under current ownership
Physical Address Line 2 (No P.O. Boxes)	Annual Sales Volume (Dollars)
Physical Address City	State Zip
Mailing Address Line 1 (if different from physical address)	
Mailing Address City	State Zip

CONTACT INFORMATION – PLEASE TELL US ABOUT YOURSELF

3		
Main Business Phone	E-mail Address For Online Statements and Reports	
Key Executive Title	Key Executive First Name	Key Executive Last Name
Billing Contact's First Name	Billing Contact's Last Name	Billing Contact's Phone Number ext.
Cell Phone/Secondary Number	Choose security password to be used for Account Access (minimum of four characters).	
How would you like to receive your statement? (check one) <input type="checkbox"/> Online <input type="checkbox"/> Paper*		
*A fee may apply.		

FINANCIAL/REFERENCE INFORMATION – PLEASE TELL US ABOUT YOUR BUSINESS BANKING AND REFERENCES

4		
Bank Reference (Primary)	Bank Phone Number	Bank Account Number
Trade Reference Name	Trade Reference Phone Number	Trade Reference Fax Number
Current Fuel Supplier	Account Number	Fuel Supplier Phone Number

SIGNATURE – PLEASE SIGN AND DATE

5	Please Read Carefully: FleetCor Technologies Operating Company, LLC ("FleetCor") and Comdata Network, Inc. ("Comdata") operate the ARCO Business Solutions card products and this application is made to FleetCor. By signing this application, Customer authorizes FleetCor to check Customer's credit references and the information on this application and to obtain consumer or commercial credit reports to check Customer's credit standing, both for this application and for the updates of Customer's credit file and renewals of Customer's ARCO Business Solutions card(s). Customer acknowledges that this application is subject to approval and acceptance of Customer by FleetCor in Louisiana. If this application is approved, then Customer will be notified of its available credit limit, and Customer will not allow its unpaid account balance to exceed its credit limit. Customer agrees that Louisiana law governs the terms and conditions of the ARCO Business Solutions card(s), which terms and conditions will accompany the card(s) if this application is approved. Customer's accepting, signing, or using any ARCO Business Solutions card(s) will constitute Customer's acceptance of those terms and conditions including, without limitation, Customer's unconditional obligation to pay for all use of ARCO Business Solutions cards provided to Customer and all use of Customer's account each billing cycle, as well as all interest, fees and costs associated with such cards and account. The account is not a revolving credit account. Customer agrees that any liability arising or resulting from the misuse, unauthorized use, loss or theft of any one or more of the cards issued or of Customer's account shall be fully borne, assumed and paid by Customer. Customer also agrees that Customer will exclusively use the ARCO Business Solutions card(s) for commercial purposes and understands that Customer's card(s) may be canceled if Customer uses them for non-commercial purposes. In the event that Customer's account is turned over to a collection agency or an attorney for collection, Customer agrees to pay all such costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses. By signing below, Customer confirms that everything in this application is correct to the best of Customer's knowledge and that the signing authorized representative is duly authorized to enter this relationship on behalf of Customer. We comply with Section 326 of the USA Patriot Act. This law mandates that we verify certain information about you while processing your account application.	
	X	/ /
Print Name (Authorized Representative)	Signature (Authorized Representative)	Date (MM/DD/YYYY)

PERSONAL GUARANTY BY PRINCIPAL OF APPLICANT – May be required for: Corporations Less Than Two Years Old and All Sole Proprietorships, Partnerships and LLC's

6	The undersigned ("Guarantor") unconditionally and irrevocably guarantees the payment and performance when due of all obligations of the Applicant to FleetCor and its successors and assigns now or hereafter owing ("Guaranteed Obligations"). Payment hereunder shall be made without set-off or counterclaim. Guarantor acknowledges that this is a guaranty of payment and not of collection and that Guarantor is a primary obligor and not merely a surety, obligated on a joint and several basis with Applicant and each other guarantor. Guarantor hereby waives any right to require FleetCor to proceed against Applicant as a condition to proceeding against Guarantor and waives the provisions of law to the contrary. Guarantor waives notice of acceptance, diligence, presentment, demand, notice of dishonor, protest and all other notices. Guarantor agrees that Guarantor's obligations hereunder shall not be affected by changes in the Guaranteed Obligations. Guarantor hereby subordinates in favor of FleetCor any right of subrogation and all other obligations of the Applicant to Guarantor. If any provision of this Guaranty is held to be illegal, invalid or unenforceable it shall not affect any other provision hereof. This Guaranty shall be governed by the law of Louisiana. If collection hereunder is by an attorney at law, the Guarantor shall pay all reasonable costs of collection, including attorney fees. The terms and conditions of the Account Agreement (available upon request if you do not already have a copy) are incorporated by reference and Guarantor agrees to be bound thereby. This Guaranty shall be relied upon by FleetCor in making its credit decision and is a condition of the extension of credit to the Applicant. Guarantor hereby authorizes FleetCor to obtain a consumer credit report of Guarantor and to make direct inquiries of employers and businesses where Guarantor has accounts. If this Application is denied based on such information, Guarantor authorizes FleetCor to report the reason for the denial to Applicant. If the Guaranteed Obligations are not paid when due, FleetCor may report the Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.	
	/ /	
Print Name (Guarantor)	Signature (Guarantor)	Date of Birth (MM/DD/YYYY)
Guarantor Street Address	Zip	
Social Security #		

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Internal Use

Internal Use

Internal Use

Business Name: _____

CARD SET-UP INFORMATION – PLEASE TELL US HOW YOU WOULD LIKE YOUR CARDS SET UP

7

1. Choose Driver or Vehicle Cards

Number of Driver Cards

Number of Vehicle Cards

2. If you choose to have Driver Cards, please fill out this section:

Driver ID #	Driver Name (First)	Driver Name (Last)	Prompts Requested 1-Driver ID & Odometer** 2-Vehicle ID & Odometer** 3-Odometer 4-No Prompt (enter 1-4 below)	Purchasing Ability 1-Fuel Only 2-Fuel and Maintenance Only 3-Maintenance Only (enter 1-3 below)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. If you choose to have Vehicle Cards, please fill out this section:

Vehicle ID #	Vehicle Name	Prompts Requested 1-Driver ID & Odometer** 2-Odometer 3-No Prompt (enter 1-3 below)	Purchasing Ability 1-Fuel Only 2-Fuel & Maintenance Only 3-Maintenance Only (enter 1-3 below)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**4. If you choose to have Driver Prompts or Vehicle prompts, please list the acceptable responses below.
Cards will only work if your driver enters one of the numbers below.

Vehicle ID # or Driver ID #	Vehicle Name or Driver Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

*If you are requ

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BP Business Solutions Application

FAX Application to: 1-800-348-7960 or

Mail to: BP Business Solutions, PO Box 923928, Norcross, GA 30010

For more information call: 1-800-348-7959

CARD PRODUCT SECTION - PLEASE SELECT A CARD PRODUCT

1 Please select your card choice by checking one of the boxes: ☐ BP Business Solutions MasterCard® Card ☐ BP Business Solutions Fuel Card Plus ☐ BP Business Solutions Fuel Card

All fields must be completed to ensure timely processing. PLEASE PRINT, USING BLACK INK.

BUSINESS INFORMATION - PLEASE TELL US ABOUT YOUR BUSINESS

2 Business Legal Name		Federal Tax ID or SSN (Required)	
Credit Limit Requested	Fax Number	Business Structure/Type <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non-Profit* <input type="checkbox"/> Government <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <small>*Please attach state tax exemption certificate (1% service fee). Tax exempt processing only available on the MasterCard and Fuel Card Plus products.</small>	
Physical Address Line 1 (No P.O. Boxes)		Years under current ownership	
Physical Address Line 2 (No P.O. Boxes)		Annual Sales Volume (Dollars)	
Physical Address City	State	Zip	
Mailing Address Line 1 (if different from physical address)			
Mailing Address City	State	Zip	

CONTACT INFORMATION - PLEASE TELL US ABOUT YOURSELF

3 Main Business Phone		E-mail Address For Online Statements and Reports	
Key Executive Title	Key Executive First Name	Key Executive Last Name	
Billing Contact's First Name	Billing Contact's Last Name	Billing Contact's Phone Number ext.	
Cell Phone/Secondary Number	Choose security password to be used for Account Access (minimum of four characters).		
How would you like to receive your statement? (check one) <input type="checkbox"/> Online <input type="checkbox"/> Paper*			

*A fee may apply.

FINANCIAL/REFERENCE INFORMATION - PLEASE TELL US ABOUT YOUR BUSINESS BANKING AND REFERENCES

4 Bank Reference (Primary)	Bank Phone Number	Bank Account Number
Trade Reference Name	Trade Reference Phone Number	Trade Reference Fax Number
Current Fuel Supplier	Account Number	Fuel Supplier Phone Number

SIGNATURE - PLEASE SIGN AND DATE

5 Please Read Carefully: FleetCor Technologies Operating Company, LLC ("FleetCor") and Comdata Network, Inc. ("Comdata") operate the BP Business Solutions MasterCard card product and FleetCor Technologies Operating Company LLC operates the BP Business Solutions Fuel Card and Fuel Card Plus products. This application is made to FleetCor. By signing this application, Customer authorizes FleetCor to check Customer's credit references and the information on this application and to obtain consumer or commercial credit reports to check Customer's credit standing, both for this application and for the updates of Customer's credit file and renewals of Customer's BP Business Solutions card(s). Customer acknowledges that this application is subject to approval and acceptance of Customer by FleetCor in Louisiana. If this application is approved, then Customer will be notified of its available credit limit, and Customer will not allow its unpaid account balance to exceed its credit limit. Customer agrees that Louisiana law governs the terms and conditions of the BP Business Solutions card(s), which terms and conditions will accompany the card(s) if this application is approved. Customer's accepting, signing, or using any BP Business Solutions card(s) will constitute Customer's acceptance of those terms and conditions including, without limitation, Customer's unconditional obligation to pay for all use of BP Business Solutions card(s) provided to Customer and all use of Customer's account each billing cycle, as well as all interest, fees and costs associated with such cards and account. The account is not a revolving credit account. Customer agrees that any liability arising or resulting from the misuse, unauthorized use, loss or theft of any one or more of the cards issued or of Customer's account shall be fully borne, assumed and paid by Customer. Customer also agrees that Customer will exclusively use the BP Business Solutions card(s) for commercial purposes and understands that Customer's card(s) may be canceled if Customer uses them for non-commercial purposes. In the event that Customer's account is turned over to a collection agency or an attorney for collection, Customer agrees to pay all such costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses. By signing below, Customer confirms that everything it has stated in this application is correct to the best of Customer's knowledge and that the signing authorized representative is duly authorized to enter this relationship on behalf of Customer. We comply with Section 326 of the USA Patriot Act. This law mandates that we verify certain information about you while processing your account application.	X	/ /
Print Name (Authorized Representative)	Signature (Authorized Representative)	Date (MM/DD/YYYY)

PERSONAL GUARANTY BY PRINCIPAL OF APPLICANT MAY BE REQUIRED FOR: CORPORATIONS LESS THAN TWO YEARS OLD AND ALL SOLE PROPRIETORSHIPS, PARTNERSHIPS AND LLC'S

6 The undersigned ("Guarantor") unconditionally and irrevocably guarantees the payment and performance when due of all obligations of the Applicant to FleetCor and its successors and assigns now or hereafter owing ("Guaranteed Obligations"). Payment hereunder shall be made without set-off or counterclaim. Guarantor acknowledges that this is a guaranty of payment and not of collection and that Guarantor is a primary obligor and not merely a surety, obligated on a joint and several basis with Applicant and each other guarantor. Guarantor hereby waives any right to require FleetCor to proceed against Applicant as a condition to proceeding against Guarantor and waives the provisions of law to the contrary. Guarantor waives notice of acceptance, diligence, presentment, demand, notice of dishonor, protest and all other notices. Guarantor agrees that Guarantor's obligations hereunder shall not be affected by changes in the Guaranteed Obligations. Guarantor hereby subordinates in favor of FleetCor any right of subrogation and all other obligations of the Applicant to Guarantor. If any provision of this Guaranty is held to be illegal, invalid or unenforceable it shall not affect any other provision hereof. This Guaranty shall be governed by the law of Louisiana. If collection hereunder is by an attorney at law, the Guarantor shall pay all reasonable costs of collection, including attorney fees. The terms and conditions of the Account Agreement (available upon request if you do not already have a copy) are incorporated by reference and Guarantor agrees to be bound thereby. This Guaranty shall be relied upon by FleetCor in making its credit decision and is a condition of the extension of credit to the Applicant. Guarantor hereby authorizes FleetCor to obtain a consumer credit report of Guarantor and to make direct inquiries of employers and businesses where Guarantor has accounts. If this Application is denied based on such information, Guarantor authorizes FleetCor to report the reason for the denial to Applicant. If the Guaranteed Obligations are not paid when due, FleetCor may report the Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.	/ /	
Print Name (Guarantor)	Signature (Guarantor)	Date of Birth (MM/DD/YYYY)
Guarantor Street Address	City	State Zip
Social Security #	Driver's License # and State	

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Internal Use

Internal Use

Internal Use

Business Name: _____

CARD SET-UP INFORMATION – PLEASE TELL US HOW YOU WOULD LIKE YOUR CARDS SET UP

7

1. Choose Driver or Vehicle Cards

<input type="text"/>	Number of Driver Cards	<input type="text"/>	Number of In Station Cards
<input type="text"/>	Number of Vehicle Cards	<input type="text"/>	Station Number (see station manager)

2. If you choose to have Driver Cards, please fill out this section:

Driver Name (First)	Driver Name (Last)	Purchasing Ability 1-Fuel Only 2-Fuel and Maintenance Only 3-Maintenance Only (enter 1-3 below)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. If you choose to have Vehicle Cards, please fill out this section:

Vehicle ID #	Vehicle Name	Purchasing Ability 1-Fuel Only 2-Fuel & Maintenance Only 3-Maintenance Only (enter 1-3 below)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If you are requesting more than 6 cards, please call 1-800-348-7959 for assistance.



fleet services application

BILLING INFORMATION

COMPANY NAME

BILLING ADDRESS

CITY

STATE

ZIP CODE

STREET ADDRESS (if different from billing address)

CONTACT PERSON (to make changes, etc.)

PASSWORD (if any)

AREA CODE TELEPHONE

EXISTING ACCOUNT # (if any)

TYPE OF BUSINESS

E-MAIL

Select Account Type

☐ Commercial Account

☐ NO Discounts

☐ NO FEE

☐ Basic Fleet Account

☐ Up to 2.5¢ per gallon discount

☐ \$5 per month

☐ Enhanced Fleet Account

☐ Up to 2.5¢ per gallon discount

☐ \$10 per month

BUSINESS CREDIT INFORMATION

YOU MUST CHECK ONE ☐ CORPORATION ☐ PARTNERSHIP ☐ PROPRIETORSHIP ☐ OTHER

YEARS IN OPERATION _____ NAME OF HOME OFFICE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

Names of Company Principal(s)

Title

SS#*

Date Of Birth*

*To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

BANK AND TRADE REFERENCES (IF NO DUNS# PROVIDED)

NAME _____ CITY/STATE _____ ACCT.# _____ PHONE _____

NAME _____ CITY/STATE _____ ACCT.# _____ PHONE _____

I hereby certify that all statements made on this application are true and complete and are made for the purpose of obtaining a credit account and one or more Valero Fleet Services credit card(s) from Valero Marketing and Supply Company. I authorize Valero Marketing and Supply Company to make such inquiries of credit reporting agencies, credit references, or other sources disclosed on this application to confirm the information I have given. I authorize and request my listed bank reference(s) to reply to credit inquiries from Valero Marketing and Supply Company. I agree to the terms and conditions set forth in the Valero Fleet Services Card Agreement provided with this application and/or provided with the Valero Fleet Services credit card(s) and understand that my use of any card pursuant to this application confirms my agreement to said terms and conditions.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

(Must be an authorized corporate officer, partner, member, or owner to sign this application)

ACCOUNT REPRESENTATIVE USE ONLY

CREDIT LIMIT _____ PROJECTED GALLONS _____

PAYMENT TERMS ☐ WEEKLY ☐ SEMI-MONTHLY ☐ MONTHLY

REPRESENTATIVE _____ ACCT#

OFFICE USE ONLY

ACCT REP CODE

CARD DELIVERY DATE

ANTICIPATED FIRST USAGE DATE

Attn: Felix
Gram: Keppner

Open Account Application

Global, Inc

Exact registered name of business: _____

Complete address: _____

City: _____ State: _____ Zip Code: _____

Telephone number: () _____ Fax number: () _____

Name of Purchasing Agent: _____

Name of Accounts Payable Manager: _____

Name and address of Bank: _____

City: _____ State: _____ Zip Code: _____

Bank telephone number: () _____ Fax number: () _____

Account Number _____

Contact Name (at Bank) _____

Dun & Bradstreet number: _____ SIC Code: _____

Trade References: _____

Telephone number: () _____ Contact Name: _____

Trade References: _____

Telephone number: () _____ Contact Name: _____

Trade References: _____


Telephone number: () _____ Contact Name: _____

Terms and Conditions:

1. All information obtained with the investigation will be kept in the strictest confidence.
 2. Global advises that all customers are checked through Dunn & Bradstreet, when applicable and such information derived from this and other investigations will be used to determine the company's PO/Open Account acceptability.
 3. Global's terms are Net 30 Days.
 4. Global accepts shipping terms of F.O.B. Shipping Point or F.O.B. Destination-Prepay and bill.
 5. If partial shipping is acceptable, then Global reserves the right to expect payment within terms for the product that has shipped and been accepted.
- I have read and understand the above terms and conditions. I hereby authorize Global, Inc. to make inquiries regarding the credit of my company, for the purpose of establishing an open account with Global for my company.

Print name and title _____
Signature _____
Date _____

Ceslie Matthews 07-6100

 RadioShack Commercial Credit Application		<small>Credit provided by RadioShack Credit Services for customers of RadioShack</small>	
Full Legal Business Name		Fax Completed Form to: 1-800-291-6515 <small>Questions? Call 1-800-442-7221 Or Mail to: RadioShack Commercial Sales, 300 RadioShack Circle, Fort Worth, TX 76102</small>	
DBA or AKA	Business Phone Number	Fax Number	
DUNS Number (If Available)	If Subsidiary, Name of Parent Company	Parent Company's DUNS Number (If Available)	
Address (cannot be a P.O. Box)			
City	State	ZIP Code	
Billing Address (If different from above)			
City	State	ZIP Code	
Business Credit Information			
Principal(s)/Authorized Officer(s)		Title(s)	
Person to Contact Regarding the Account		Position	
Main Line of Business		Taxpayer ID Number	
In Business Since		Number of Locations	
Credit Line Requested			
Information Regarding Principals			
If this account is for a partnership or a sole proprietor please list: home address and Social Security Number			
First Name	Middle	Last	Social Security Number
Present Home Address (Number and Street)			Home Phone Number
City	State	ZIP Code	
List Persons Authorized By Your Company To Make Purchases			
<small>The individuals listed below are authorized to charge purchases on this account. It is the customer's responsibility to advise RadioShack Credit Services, 300 W. 3rd St. STE. 600, Ft. Worth, TX 76102 in writing of all changes. Failure to alert RadioShack Credit Services of all such changes shall render customer responsible for all purchases charged to the account by the unauthorized individual.</small>			
1.		3.	
2.		4.	
Will a purchase order be required for each purchase?		5.	
YES		NO	
Business Credit References			
Company Name	Phone Number	City	State
Company Name	Phone Number	City	State
Bank References			
Bank Name	Account Number	City	State
Contact	Phone Number		
<small>By your signature below you agree that any EXTENSION OF CREDIT FOLLOWING APPROVAL OF THIS APPLICATION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS BELOW, which are part of this application. You affirm and represent that you are authorized to execute this application on behalf of applicant and that you have read the Terms and Conditions printed below, including the choice of law and forum provisions in paragraph 8. The above information is for the purpose of obtaining credit and is warranted by applicant to be true. When you sign, RadioShack Credit Services is authorized to conduct whatever credit investigation it deems necessary now and in the future, including personal credit history, to determine, review, increase or collect credit line, and for any other valid business reason.</small>			
<input checked="" type="checkbox"/> Authorized Signature of Applicant			
Print Name		Print Title	Date
For Credit Department Use Only			
Account Number	Line of Credit	Account Opened by	

New accounts require 24 hours to be added to the POS system. Use Authorization code: _____ for first purchase only. Purchases on this code are limited to the initial purchase amount. After the initial purchase, all other purchases are required to be processed through the automatic authorization feature of POS.

RadioShack Corporation Commercial Charge Account & Security Agreement

The Customer, whose signature appears above, and RADIOSHACK CORPORATION (hereinafter called "RadioShack Credit Services"), whose address is 300 W. Third St., STE 600, Fort Worth, TX 76102, agree that the following Terms and Conditions (the "Agreement") will govern any extension of credit by RadioShack Credit Services to Customer. This Agreement shall be effective when signed by Customer above and accepted by RadioShack Credit Services at its office in Fort Worth, Texas. Customer acknowledges that credit extended in connection herewith is not and shall not be deemed consumer credit, and customer represents and warrants that the goods and services purchased by Customer under this Agreement are used and consumed in Customer's business for business purposes and not for personal, family, household or agricultural purposes.

- Customer agrees to pay in full each invoice listed on the monthly billing statement to RadioShack Credit Services at its address in Tarrant County, Texas. Payment shall be due thirty (30) days from the invoice date. If not so paid, interest on the past due balance shall accrue from the past due date at a rate not greater than 0.888% per month (8% APR) or the maximum rate permitted by applicable law, such balance and interest being the Full Amount Owed.
- RadioShack Credit Services may, at its sole discretion, charge Customer the lesser of TWENTY (20) DOLLARS or the maximum amount permitted by applicable law if any payment by check, draft or other instrument is not honored by the institution upon which it is drawn.
- Customer hereby grants to RadioShack Credit Services a purchase money security interest in all goods and material which have been or are hereafter acquired by Customer with credit granted by RadioShack Credit Services (hereinafter called the "Collateral"), provided such advance or credit amount or any part thereof has not been repaid.
- Customer shall execute any financing statements or other documents, give any notice and take any other actions requested by RadioShack Credit Services to perfect, continue the perfection of or protect the priority of security interest granted under this Agreement. Customer agrees that, at RadioShack Credit Services' option, this Agreement or photocopy hereof may be filed by RadioShack Credit Services as a financing statement. Customer's execution hereof shall constitute the execution of financing statement and Customer's Power of Attorney to RadioShack Credit Services to complete, execute, and file a financing statement regarding the Collateral.
- Customer shall be in default under this Agreement should Customer fail to pay or perform when due any of its obligations hereunder (hereinafter called an "Obligation"). Upon any default, RadioShack Credit Services shall have the remedies of a Secured Party under the Uniform

Please Detach Here

Commercial Code. RadioShack Credit Services may require Customer to assemble and surrender the Collateral at a place designated by RadioShack Credit Services. Customer shall reimburse RadioShack Credit Services for all costs and reasonable attorney's fees incurred by RadioShack Credit Services in realizing its security interest. Upon any default, RadioShack Credit Services may also place Customer's Obligation with an attorney or debt collection agency for collection and Customer shall pay, in addition to the Full Amount Owed, additional liquidated damages equal to the lesser of TWENTY (20) PERCENT of the Full Amount Owed or the maximum amount permitted by applicable law, plus all costs and reasonable attorney's fees incurred by RadioShack Credit Services.

6. Upon receipt of the goods, Customer shall bear all risk of loss or damage to such goods, subject to the normal return/refund policy of the merchant for purchases of the same or substantially similar goods under similar terms, conditions and circumstances.

7. In addition to and not in limitation of any other right or remedy hereunder, RadioShack Credit Services shall have, at any time, the right to set off any Obligation of Customer against any indebtedness of RadioShack Credit Services, whether or not such Obligations or indebtedness is liquidated or mature at the time of such offset.

8. This agreement shall be construed in accordance with the laws of the State of Texas. Any action or proceeding brought by customer or RadioShack Credit Services arising out of this agreement shall be brought solely in a court of competent jurisdiction located in Tarrant County, Texas. Customer hereby waives trial by jury in any judicial proceeding brought by it or by RadioShack Credit Services involving, directly or indirectly, any matter in any way arising out of, related to, or connected with this agreement. Customer hereby consents and submits to the jurisdiction of the courts of the state of Texas. If any part of this agreement shall be held invalid for any reason, the remainder of this agreement shall continue in full force and effect.

9. This agreement contains the entire and only understanding between Customer and RadioShack Credit Services relating to the subject matter hereof. No provision of this Agreement can be waived, amended or modified, except by an instrument in writing signed by a duly authorized representative of RadioShack Credit Services. Additional terms or conditions that may or may not accompany Customer's preprinted Purchase Order forms expressly do not supersede any part of this agreement and Customer agrees that said terms and conditions of their preprinted Purchase Order forms are of no force and effect as between RadioShack Credit Services and Customer. Customers who are in the business of providing leased equipment to third parties are liable in full for all purchases made on their account regardless of the current relationship between Customer and their lessee.



Commercial Sales Division
Terms and Conditions of Sale

OUR RETURNS POLICY

Unless your Sales Agreement states otherwise, most merchandise may be returned for exchange or refund for a period of 30 days from the date of our shipment to you. Merchandise must be returned in new and resalable condition, in original cartons with original packing, accessories, guarantees and instructions and must be accompanied by a completed Returns Form. Cut-to-length wire and cable, opened or unsealed semiconductors, opened kits, and special order merchandise are not accepted for exchange or refund. Please refer to the manufacturer's warranty for merchandise that is defective or has missing parts. Opened software and electronic media products that are not defective (e.g. CD-ROMs, computer games, software, DVDs, VHS tapes) are not refundable. Software and electronic media products will be accepted as a return within 30 days from the date of shipment to you if the package is unopened, or as an exchange if the Software or electronic media product is defective. Returns must be shipped with freight costs prepaid. Lease transactions are governed by their respective lease agreements.

Refunds for credit card or commercial account purchases will be credited to the original credit account number used at the time of purchase. Allow time for the credit to appear in your second billing cycle. Refunds of purchases made by personal or business check or money order will be made by check usually within 14 days.

ORIGINS

Most of the products that we offer are sourced from third-party vendors. Most products we sell, whether purchased directly from United States or foreign sources, are manufactured in such foreign countries as China, Japan, Taiwan, Korea, Indonesia and other countries.

SALES TAX

Because we do business in all 50 states, we are required by law to collect sales or use tax based on the destination of your order. Orders sent to APO/FPO addresses are not subject to sales or use taxes. **Tax exempt customers must have a sales tax exemption certificate on file with us or we will be required to add applicable sales tax to your order.** A customer using a restricted sales tax exemption certificate (per purchase order) must submit a confirming purchase order referencing the state sales tax exemption number for all orders that are exempt from sales tax.

ORDER ACCEPTANCE

Properly completed orders are subject to acceptance by RadioShack.

Orders are shipped FOB origin.

DAMAGED OR LOST ITEMS / SHIPMENT SHORTAGES

If we are the shipper and you receive cartons that are visibly damaged, please note the damage on the carrier's freight bill or receipt. Be sure to obtain a copy. Once received, keep the original carton, all packing material and parts intact. Please contact our Commercial Customer Service Department at 1-800-442-7221 within 10 calendar days after receiving a damaged shipment, or as soon as you determine that a shipment is lost. Contact our Commercial Customer Service Department within five calendar days of receipt of your order to report any shipment shortages.

PRODUCT WARRANTIES

Some products sold by RadioShack come with a limited warranty or software license provided by a third-party manufacturer or vendor. All merchandise which does not include a warranty and/or software license by the manufacturer, vendor or RadioShack is sold AS IS, without warranty. RadioShack makes no other warranties of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose with regard to the merchandise.

Products which have been subject to misuse (including static discharge), neglect, accident or modification, or which have been soldered or altered during assembly and are not capable of being tested, are excluded from any warranty by RadioShack. RadioShack shall have no liability to Customer or any other person or entity with respect to any liability, loss or damage arising out of or connected with the merchandise including, but not limited to, any claim for incidental or consequential damages, regardless of any warranty included with the merchandise. Please refer to the manufacturer's or vendor's warranty included with the merchandise to determine the remedies available in the event of a defect in materials or workmanship. The products we sell are not authorized for use as critical components in human implantable devices, or life support devices or systems. A critical component is any component of a human implantable device, a life support device or system, whose failure to perform can be reasonably expected to cause the failure of the implant, life support device or system, or to affect its safety or effectiveness.

Some states do not allow limitation on implied warranties, such as warranties of merchantability or fitness for a particular purpose, or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. In addition, you may have other rights which vary from state to state.

California residents: **WARNING:** These products may contain chemicals, including lead, known to the State of California to cause cancer, and birth defects or other reproductive harm. **Wash hands after handling.**

NO LICENSE

No license is granted or implied by this Agreement under, or for the use of, any patents, trademarks, tradenames or service marks owned or controlled by RadioShack Corporation or in which RadioShack Corporation has any rights.

EXPORT / DIVERSION

The products sold under this Agreement may be controlled under the U.S. Export Administration Regulations ("EAR") and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export directly or indirectly, in contravention of this Agreement or the EAR is strictly prohibited.

MANUFACTURERS' WARRANTIES

Many specific products offered by RadioShack are covered by a manufacturer's warranty. A copy of a specific warranty, where one is offered by a warrantor, will be made available for inspection before sale, upon specific request by our Catalog Number. Call our Commercial Customer Support Line at 1-800-442-7221 or write to RadioShack, M.S. CF-5.305, 300 RadioShack Circle, Fort Worth, TX 76102-1964. A copy of the warranty will be mailed to you, or transmitted to your fax machine upon request.

RETURNED CHECK POLICY

If you pay by check and it is returned for any reason by the bank or other institution, you will be responsible for a service charge, and you agree to pay any other reasonable charges imposed by any check verification company or collection agency.

MISCELLANEOUS

In the event of any conflict or discrepancy between these Terms and Conditions and the terms of any purchase order, these Terms and Conditions shall control.

©2008 RadioShack. All rights reserved. RadioShack cannot be liable for pictorial or typographical inaccuracies. All product specifications, which include dimensions, are subject to change without notice. Prices shown are cash prices in U.S. dollars and are subject to change without notice. Shipping and handling fees also are subject to change without notice. We reserve the right to limit quantities.

Rev. 1/2008

JCPENNEY COMMERCIAL CHARGE ACCOUNT APPLICATION

Applicant - Please read the following before completing this form: Signatory must be an authorized representative of the business with authority to enter into contractual agreements. Please complete all boxes below. IF THIS APPLICATION IS NOT COMPLETELY FILLED OUT, THERE COULD BE A DELAY IN PROCESSING THE APPLICATION.

BUSINESS AND BILLING INFORMATION

Full Legal Business Name					Signatory E-Mail Address (Optional): By providing my business e-mail address, I consent to receive e-mail communications about the business account and authorize you to provide this e-mail address to JCPenney so I can receive special offers and updates.				
Billing Address (if P.O. Box, provide physical business address below)					City	State	Zip	Telephone # ()	
Physical Business Address (Required)					City	State	Zip	Fax # ()	
Business License ID#	Tax Exempt: Yes <input type="checkbox"/> No <input type="checkbox"/> <small>If tax exempt, attach a copy of your tax certificate</small>	Tax Exempt #	Federal Taxpayer ID # or Social Security Number of Sole Proprietor		Dun & Bradstreet #				
DBA or Subsidiary of (Leave Blank if Not Applicable)					Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other				
Billing Contact					In Business Since				
Owners/Officers Names and Titles					Annual Revenue				
Telephone #					Number of Employees				
Authorized Users									
Estimated Annual Purchases					Purchase Order Required Yes <input type="checkbox"/> No <input type="checkbox"/>				

BUSINESS BANKING INFORMATION

Financial Institution Name	Address
Contact Name & Phone Number	Account Number

INTERNAL USE ONLY

AUTHORIZED REPRESENTATIVE'S SIGNATURE - REQUIRED

THE UNDERSIGNED REPRESENTATIVE MUST BE ONE OF THE FOLLOWING (Check One):

☐ President/Chairman ☐ VP ☐ Owner/Sole Proprietor ☐ General Partner ☐ Authorized Representative (Please Specify)

NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK, (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE GOVERNING CREDIT AGREEMENT, (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE UNDER THE AGREEMENT.

By signing below on behalf of your business, you represent that your business is a valid business entity, that all purchases made on this Account, if approved, will be for purposes other than personal, family or household use; and that you are an authorized representative of the business with authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in the application is complete and accurate, the business agrees to be bound by the terms of the governing Commercial Charge Account Agreement, and you authorize us to obtain information about you personally (sole proprietorship only) and your business from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account. You also understand that credit on this Account, once approved, will be extended by General Electric Capital Corporation ("GECC"), and that there is no binding contract between us until GECC approves and accepts this Agreement. The undersigned acknowledges receipt of a copy of the Commercial Charge Agreement.

Federal law requires us to obtain, verify, and record information that identifies your business when the business opens an account.

We will use your name, address, taxpayer identification number and other information for this purpose.

X

Authorized Representative's Signature/ Title

Send Completed Application to:

GE Business Credit Services

P.O. Box 29111

Shawnee Mission, KS 66201

Fax: 866-821-6460

E-mail: jcpcommercial@ge.com

Name (Printed)

Date

**JCPENNEY
COMMERCIAL CHARGE ACCOUNT AGREEMENT
(FOR BUSINESS USE ONLY)**

1. GENERAL. This JCPenney Commercial Charge Account Agreement ("Agreement") governs the use of the JCPenney Commercial Charge Account (your "Account"). Please read and keep this Agreement for your records. In this Agreement and on the billing statement ("Statement"), the words "you" and "your" refer to each person or business entity that signs the Application (which is incorporated herein by reference) or on whose behalf the Application and Agreement is signed. "We", "us" and "our" refer to General Electric Capital Corporation. The Account shall be used for the purchase of merchandise and/or services ("Purchases") from J. C. Penney Corporation, Inc. or other companies authorized to accept the Card ("Seller") for business, commercial or organizational purposes. "Card" means the plastic card that you requested be issued to you under this Agreement for Purchases you make from Seller from time to time under your Account. The effective date ("Effective Date") of this Agreement will be the earlier of the (i) date you sign an Account application that is approved by us, or (ii) the first date that any authorized person uses the Account in NY, the first date that you or someone authorized by you signs a sales slip or memorandum indicating a Purchase on the Account. You may use your Card to make Purchases on credit from time to time under your Account, up to any credit limit we may establish for your Account (your "Credit Limit").

2. ASSIGNMENT. You may not assign any of your rights or obligations under this Agreement or the Account without our prior written permission; we may withhold such permission in our sole discretion. We are not required to give you notice of our assignment of our rights, obligations and interest in this Agreement or the Account.

3. ACCOUNT FOR COMMERCIAL PURPOSES ONLY. This Account will be opened in the name of the business identified for that purpose in the Application for this Account. This Account is established only for the purpose of purchasing goods and/or services to be used for business, commercial or organizational purposes on behalf of the business. You agree that this Account shall be used only for the purchase of goods/services for commercial or business purposes, and not for personal, family or household (or, in NC, SC and WI, agricultural) purposes. You understand that your agreement not to use this Account to purchase goods/services for personal, family or household (or, in NC, SC and WI, agricultural) purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given Purchase conforms to the requirements of this section. You agree that a breach by you of the provisions of this section will not affect our right to enforce your promise to pay for all amounts owed under this Agreement, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer account. Any person signing the Application personally attests that the organization is a valid business entity in good standing under the laws of the jurisdiction of its organization, or a qualified religious, educational or other non-profit entity, or a government agency or instrumentality, and that the organization has duly authorized the execution of the Application and the person signing the Application to execute and deliver the Application and the Agreement on its behalf.

4. PROMISE TO PAY. You may buy from the Seller goods and/or services described in the sales receipt(s) for the cash price(s) shown on such

receipt(s). By signing the Application accompanying this Agreement, you have requested that we establish this JCPenney Account for your business use and that we permit you to charge Purchases under the terms of this Agreement. If you elect to make Purchases under the Account from time to time, you agree to pay for all Purchases charged to your Account and all other charges mentioned below, according to the terms of this Agreement. You understand that we will be unable to determine whether any given Purchase you charge to your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this section, will apply to all Purchases made by you or by anyone on your behalf whether or not the Purchase was in fact authorized by and for the benefit of that business. The amount of the Purchases made by you under this Agreement are reflected in the sales receipt(s) provided to you in connection with your Purchases made under this Agreement from time to time. Such sales receipt(s) are deemed a part of this Agreement and are hereby incorporated by reference. All Purchases charged to this Account made during a monthly billing period will be shown on the Statement for that period and payment of the entire balance (the "New Balance") is due in full promptly.

5. TERMS AND CONDITIONS OF SALE. You agree that any Purchase of goods and/or services charged to your Account under this Agreement will be solely governed and controlled by the terms and conditions found in the Seller's receipt(s), order forms and this Agreement, and any other terms set out in your purchase order or any other or different form shall not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a Purchase.

6. PAYMENTS. When there is a New Balance shown on your Statement, you agree to pay the entire New Balance in full for receipt by us by the Payment Due Date shown on the Statement. All payments, except Disputed Payments (as defined below), must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5 p.m. on any business day will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is (a) not received at the Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by your payment stub. If you send a payment in foreign currency and we accept it, the payment amount credited to your Account will be at the conversion rate selected by us or our agent on the date we select, which may not be the date that the payment is credited. You agree that any payments on your Account delivered to a JCPenney store are handled by JCPenney as a convenience for you and are not deemed received or accepted by us until actually received by us. Under ordinary circumstances, any payment made at a JCPenney store will be credited as of the day you make such payment in the store. Although we post your payments in the manner described above, in certain limited circumstances, your available Credit Limit may not be restored for up to seven days (or longer, in rare circumstances) after we receive your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Subject to any requirements of applicable law, we reserve the right to select the method by which payments are allocated to your Account in our sole discretion.

All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other

conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on your Statement, not the Payment Address.

7. CREDIT AUTHORIZATION. Some Purchases will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen.

8. TERMINATION/CHANGE IN TERMS. You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future Purchases; (c) change your Credit Limit; or (d) change or delete any term or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. Without implying any liability for us for any other matter, you acknowledge that you have been advised that credit may be denied by us, and you release Seller, General Electric Capital Corporation, and any assignee from any liability for failure to approve extending of credit. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement.

9. DEFAULT. Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to pay your New Balance when due as described in paragraph 4 above; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the Credit Limit on your account. After your default or your death, subject to the limitations of applicable law, we have the right to: (i) reduce your Credit Limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your Account; (iii) require immediate payment of your entire Account balance; (iv) bring an action to collect all amounts owed; and (v) take any other action allowed by law. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorneys' fees.

10. LIABILITY FOR UNAUTHORIZED USE. The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for the unauthorized use of your Card or Account. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card or Account by writing to P.O. Box 29111, Shawnee Mission, KS 66201 or by calling us at (866) 412-8969. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50 (in NY, you will have no liability for unauthorized use of the Card prior to the Effective Date). If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by any persons whom you have given authority to use the Card or Account and that you will be liable for all use by such persons. To terminate that authority, you must notify us at (866) 412-8969.

11. CREDIT REPORTS AND ACCOUNT INFORMATION. The credit of your business will be used in making credit decisions. You authorize us to investigate the credit worthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. In the event that this Account is not paid as agreed, we may report the liability of your business and the status of this Account, to credit bureaus and others who may lawfully receive such information.

12. INFORMATION WE USE. Because your account is a business account, you understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your application information, and your balance and payment information, may be shared with the J. C. Penney Corporation, Inc. (and its affiliates and licensees) for use in connection with the JCPenney program, including to create and update their customer records, to assist them in better serving you and to provide you with special promotions, and that you should have no expectation that this information will remain private from J. C. Penney Corporation, Inc. (and its affiliates and licensees). We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control) or with service providers who assist us in delivering services in connection with your Account. Finally, we may share information as otherwise permitted by law.

13. TELEPHONE MONITORING. We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring.

14. NO WAIVER BY US. We reserve the right, at any time and in our sole discretion not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to exercise any such right in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment due under this Agreement for any length of time, and/or (c) release any other person responsible under this Agreement, without notifying you and without releasing you from the obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.

15. CHANGE OF ADDRESS. You agree to notify us promptly if your business changes its address. Until we are notified that your business' address has changed, we will continue to send Statements and other notices to the last address for the business we maintained on your Account. You agree that when we are notified that your business has a new address, the terms of this Agreement specifically applicable to the state of the billing address on the Account will apply to the entire balance of your Account.

16. GOVERNING LAW. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW), AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT WILL BE GOVERNED BY SUCH LAWS, UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT IN WHICH CASE THOSE TERMS WILL APPLY.

17. SEVERABILITY. If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other

provisions of this Agreement shall still be valid and enforceable.

18. ENTIRE AGREEMENT. This Agreement and any Application you signed or otherwise submitted in connection with this Agreement constitute the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.

19. CERTAIN WAIVERS. You waive the right of "presentment" and "notice of dishonor" to the fullest extent permitted by applicable law. "Presentment" means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

20. DATE OF AGREEMENT. If your application for credit is approved, this Agreement is deemed dated as of the date of your signature on the Application.

FEDERAL AND STATE NOTICES

NOTICE FOR NEW JERSEY RESIDENTS: Where this Agreement refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of "applicable law," New Jersey law permits or requires the act or practice.

NOTICE FOR MARYLAND RESIDENTS: Maryland Accounts are subject to Subtitle 9 of Title 12 of the Maryland Commercial Law Article.

NOTICE TO BUYER: (A) DO NOT SIGN THIS APPLICATION / AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (C) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT BEFORE THE BALANCE IS DUE. (D) ANY PERSON SIGNING THIS APPLICATION / AGREEMENT ATTESTS THAT (1) THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATIONAL, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; (2) PURCHASES MADE HEREUNDER WILL BE FOR OTHER THAN PERSONAL, FAMILY OR HOUSEHOLD USE; AND (3) THE BUYER HAS AUTHORIZED (i) THE EXECUTION OF THIS APPLICATION / AGREEMENT, AND (ii) THE PERSON SIGNING THIS APPLICATION / AGREEMENT TO EXECUTE THIS APPLICATION / AGREEMENT ON THE BUYER'S BEHALF.

Your signature on the application represents your signature on this Agreement and is incorporated by reference.

Target Business Card Application

WEB (9652-0013)

INFORMATION ABOUT YOUR BUSINESS		
Full Legal Name of Business		
DBA		
Physical/Street Address (cannot be P.O. Box)		
City	State	Zip Code
Billing Address (if different than Street Address)		
City	State	Zip Code
Primary Contact (First, Middle Initial, Last) If none is provided, the signer of application will be used.		
Primary Contact's Phone Number	Primary Contact's Fax Number	
Primary Contact's E-mail Address		
Business Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> LLC, LLP or S Corporation <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other _____		
Federal Tax ID Number (SSN if Sole Proprietor)	Tax-Exempt Organization <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach Sales Tax Exemption Certificate	
Years in Business	SIC Code or Nature of Business	Number of Employees
Parent Company Name (if applicable)		Stock Symbol (if publicly traded)
Parent Company Address		
City	State	Zip Code

TRADE REFERENCES		
Business Name/Contact Name	Phone Number	
City	State	Zip Code
Business Name/Contact Name	Phone Number	
City	State	Zip Code

AUTHORIZED BUYERS	
If approved, up to four buyers can be authorized immediately (the Guarantor/Sole Proprietor will automatically be one of the four). Please list other authorized buyers below. Please list any additional authorized buyers on a separate sheet.	
Authorized Buyer (First Name, Middle Initial, Last Name)	
Authorized Buyer (First Name, Middle Initial, Last Name)	
Authorized Buyer (First Name, Middle Initial, Last Name)	
Authorized Buyer (First Name, Middle Initial, Last Name)	
Authorized Buyer (First Name, Middle Initial, Last Name)	

ACCOUNT REQUIREMENTS	
Itemized purchase detail required with statement? <input type="checkbox"/> Yes <input type="checkbox"/> No	P.O. required to make purchases? <input type="checkbox"/> Yes <input type="checkbox"/> No
Anticipated monthly spending (This is not a request for credit in a specific amount.)	Account Type: (You are applying for a Revolving Credit Card if Account type is not selected.) <input type="checkbox"/> Revolving <input type="checkbox"/> Net

BANKING REFERENCE		
Name	Contact	
City	State	Zip Code
Phone Number		
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other _____	Account Number	

PERSONAL GUARANTOR: <small>Must be completed by: 1) all sole proprietors; 2) at least one partner or owner for all partnerships, LLCs, LLPs, S Corporations and 3) all businesses incorporated less than 3 years ago.</small>		
By signing below, you agree that you are personally and unconditionally responsible for the payment upon demand of all amounts due on the Account, without requiring us to first proceed against the accountholder. You also waive any notices regarding the governing Account Agreement or this guaranty. The guaranty shall be in effect until the Account Agreement has been terminated and all amounts due have been fully paid. You agree to guaranty payment even if the terms of the Account Agreement are changed or Target Bank assigns the Account Agreement to another entity. You specifically authorize us to obtain information about you personally from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently in connection with updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting the Account. The guarantor must be at least a 20% owner in the business, or for a non-profit organization, must be a board or director level person. By signing below, you agree that information about you, including information from credit reporting agencies, may be disclosed to the business accountholder in connection with this application and the Account.		
Guarantor/Sole Proprietor Name (First, Middle Initial, Last)		
Date of Birth (mm/dd/yyyy)	Social Security Number	
Home Address		
City	State	Zip Code
Home Phone Number	Driver's License Number	State:
Income: * <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly	Date:	Percent of Ownership:
Signature		
*Alimony, child support or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.		

SIGNATURE	
DO NOT SIGN THIS BUSINESS CARD APPLICATION UNTIL YOU READ THE IMPORTANT INFORMATION BELOW. By signing below, on behalf of your business, you represent that 1) your business is a valid business entity or qualified nonprofit entity; 2) all purchases made on this Account, if approved, will be for purposes other than personal, family or household use; and 3) you are an authorized representative of the business with authority to enter into this contractual agreement and make related representations and warranties. On behalf of the business, you certify that all information provided in this application is complete and accurate, you agree to be bound by the terms of the Target Business Card Account Agreement, and you authorize us to obtain information about the business from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently in connection with updates, renewals or extensions of credit granted as a result of this application or in reviewing or collecting the Account. Target Bank may require the receipt of additional information in order to process this application.	
Signature	Date
Printed Name	
Position <input type="checkbox"/> President/CEO <input type="checkbox"/> Treasurer <input type="checkbox"/> Director <input type="checkbox"/> Vice President <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> Other (specify) _____	



TARGET BANK MEMBER FDIC

Business Card Application

Fax completed application to: 1-800-440-5313

or mail to: Target Bank Application Processing
P.O. Box 45921
Salt Lake City, UT 84145-0921

For information call 1-800-440-5317 or visit Target.com/targetbank
The Target Business Card® is issued by Target Bank, an affiliate of Target Stores.

Important Account Information

Rates, fees and other terms may be changed at any time in accordance with the Account Agreement.

	REVOLVING CREDIT ACCOUNT	PAY-IN-FULL CHARGE ACCOUNT
Annual Percentage Rate (APR) for Purchases	18.0%	Balance due in full each month
Grace Period for Repayment of Balances for Purchases	Not less than 28 days	Balance due in full each month
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)	Balance due in full each month
Annual Fees	None	None
Minimum Finance Charge	50¢	Balance due in full each month
Late Payment Fee	\$25	1.50% of amount past due
Returned Payment Fee	\$20	\$20

NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ADDITIONAL ACCOUNT INFORMATION

Cards will be sent to Guarantor/Sole Proprietor and all Authorized Buyers. Card is required to make purchases.

The information about the terms of the Target Business Card Revolving Credit Account and Pay-In-Full Charge Account was accurate as of April 1, 2006, and is subject to change. To find out what information may have changed, please write to Target Bank, P.O. Box 45921, Salt Lake City, UT 84145-0921.

When Finance Charges begin to accrue on Revolving Credit Accounts: If a finance charge is added to your Revolving Credit Account for a billing period, the finance charge will begin to accrue on new purchases which were first charged to your Account during that billing period starting with the day those purchases were first posted to your Account balance.

For Pay-In-Full Charge Accounts, all charges are due and payable by the Payment Due Date included in the statement.

A consumer report may be ordered in connection with this application, or subsequently with the update, renewal or extension of credit or for purposes of review or collection of the Account, increasing the credit line on the Account, or other legitimate purposes associated with the Account.

The Target Business Card is issued by Target Bank, Member FDIC. Subject to credit approval.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with the law.

Married applicants may apply for separate Accounts.

TARGET REWARDS® PROGRAM RULES

Every time you shop with your Target Business Card, your account will earn points toward a Target Rewards certificate good for 10% savings on a full day of shopping at any Target store when you use your Target Business Card.

With the Target Rewards program, every purchase adds up to rewards:

- Every time you use your Target Business Card at Target or Target.com, you earn one point for every dollar you spend, minus returns. Target Business Purchase Order accounts (accounts for which no card(s) have been issued) are not eligible to participate in the Target Rewards program.
- Points accumulate with every purchase. If you have more than one account, points cannot be combined or transferred between accounts. If there are authorized users or buyers on a single account, the points accumulate on the account and not on the individual cards. Once 1,000 points are accumulated, you'll receive a Target Rewards certificate good for 10% savings on a full day of shopping at any Target store when you use your Target Business Card.
- Limit one Target Rewards certificate per billing period per account. Any excess points will carry over to the next billing period.
- 10% Target Rewards certificate cannot be combined with other total transaction discounts and does not apply to purchases of GiftCards, gift certificates, purchases at Target.com, purchases at Food Avenue®, purchases at Target Commercial Interiors;™ mail or phone orders, account payments, prescription drugs paid for by a government program, alcoholic beverages, or where otherwise prohibited by law, and may not apply to some partner businesses and some grocery items, including dairy products.
- Target Rewards certificates earned on a Target Business Card account may be redeemed only with a Target Business Card.
- Target reserves the right to discontinue or alter the terms of the program at any time.
- For some Target Business Card accounts, Target may offer an alternate reward to the 10% Target Rewards certificates.

SAM'S CLUB® BUSINESS REVOLVING CREDIT APPLICATION

Omitting important information may delay processing.

☐ Upgrade my Membership to Sam's Club Plus®, so I can receive up to 2% cash back.

GE Capital Financial Inc. will first consider you for a Sam's Club Discover Business. If you do not qualify for Sam's Club Discover Business, you will be considered for a Sam's Club Business Credit Card. If you do not select a card type, your application will be processed using the Sam's Club Discover Business option.

☐ Up to 2% Cash Rewards ☒ Do not consider me for the Sam's Club Discover Business.
Consider me only for the Sam's Club Business Credit Card.

Sam's Club Business Membership Number (Required)

1. TELL US ABOUT YOUR BUSINESS

Company Full Legal Name*			Taxpayer ID # (Required)		Company Contact	
Business Address (Street Name and Number Required)			Suite/Building/Floor #	City	State	ZIP
Billing Address (If Different)				City	State	ZIP
Business Phone #	Ext.	Fax #	Resale/Tax License #		Issuing State	Expiration Date
()		()				
E-mail Address			Mother's Maiden Name			
Doing Business as or Subsidiary of (Leave Blank if Not Available)			Billing Representative			
Business Established Year			Monthly Estimated Spend \$			
Number of Employees	Type of Business:		Dun & Bradstreet #		Purchase Orders Required?	
	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Limited to 21 Characters

2. AUTHORIZED REPRESENTATIVE'S SIGNATURE

NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE GOVERNING CREDIT AGREEMENT. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE UNDER THE AGREEMENT. By signing below on behalf of your business, you represent that your business is a valid business entity; that all purchases made on this account, if approved, WILL BE FOR PURPOSES OTHER THAN PERSONAL, FAMILY, OR HOUSEHOLD USE, and that you are an authorized representative of the business with authority to enter into contractual agreements. You understand, that if approved for a Sam's Club Discover Business, we may assign interest rates depending on your business' creditworthiness as determined by us. On behalf of the business, you certify that all information provided in this application is complete and accurate, you agree to be bound by the terms of the governing credit agreement and you authorize us to obtain information about you personally (whether or not you have personally guaranteed the account) and your business from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting the account. You also understand that credit on this account, once approved, will be extended by GE Capital Financial Inc. ("GECF"), and that there is no binding contract between us until GECF approves and accepts this application. You have read and agree to the Key Terms attached.

I agree that my annual Sam's Club Membership fees will be automatically billed to my Account and my acceptance of this Account constitutes my agreement to such billing.

Federal law requires us to obtain, verify, and record information that identifies you when you open an account.
We will use your name, address, taxpayer ID #, and other information for this purpose.

SIGN HERE	<input checked="" type="checkbox"/>	AUTHORIZED REPRESENTATIVE'S SIGNATURE		NAME (PRINTED)	
				() - / /	
		SOCIAL SECURITY #	PHONE #	DATE OF BIRTH (MM/DD/YYYY)	



Open Account Credit Application

You can fill out and submit this form electronically--simply type your info into each field and then click the submit button at the end to e-mail it to us.

Alternatively, you can print out this form and mail or fax it to us using the information provided at the bottom of the page.

Date: _____

Federal ID Number: _____

Full Name: _____

Dun & Bradstreet Number: _____

Trade Name: _____

Credit line Desired: _____

Street Address: _____

Sales Tax Exempt: **Yes** **No**

**Does your organization
require a PO#?:** **Yes** **No**

City: _____ State: _____ Zip: _____

NAME OF INDIVIDUAL(S) AUTHORIZED TO PURCHASE:

Phone Number: _____

Fax Number: _____

(Title)

E-mail Address: _____

(Title)

Accounts Payable Contact Information

BILLING ADDRESS IF DIFFERENT FROM ABOVE:

Name: _____

Street address: _____

Phone: _____

Fax: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Tool King Sales Rep Name: _____

If you cannot submit this form electronically:

Please send to 11111 West 6th Avenue Unit D, Lakewood, CO 80215 or Fax to: 303-963-4512, attn. Credit Department



Open Account Credit Application

ATTACH TRADE REFERENCES OR FILL OUT:

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____

I/we agree to pay invoices in accordance with your terms of sale, which are % Net 10/Net 30 Days from date of invoice. Tool King/ToolKing.com, Inc. may charge interest on any past due balance at the maximum rate allowed by law with intent calculated from the date of default. I/we authorize Tool King/ToolKing.com, Inc. to investigate my/our credit history, bank references and any other sources of information deemed necessary to extend credit, and to exchange information with my/our creditors. I/we agree to immediately notify Tool King/ToolKing.com, Inc. of any change in ownership or form of business. This agreement shall remain in force until written notice of revocation is received by Tool King/ToolKing.com, Inc. at 11111 W 6th Avenue, Lakewood, CO, 80218.

By typing your name and date below, you agree that this constitutes a digital signature

_____ (Authorized Signature)	_____ (Title)	_____ (Date)
_____ (Authorized Signature)	_____ (Title)	_____ (Date)

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); or because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

If you cannot submit this form electronically:

Please send to 11111 West 6th Avenue Unit D, Lakewood, CO 80215 or Fax to: 303-963-4512, attn. Credit Department



Please see back for Credit Card Disclosures which include rates, fees and other cost information.

Please choose one*:

☐ Rewards Card - 30825 ☐ Non-Rewards Card - 30827

* If no choice is indicated, your application will be processed for the Rewards Card.

BUSINESS INFORMATION

Anticipated purchase volumes in excess of \$50,000 must be accompanied by an audited Financial Statement of Business.

Legal Name of Business Applicant ("Applicant")	Work Phone ()	Required Federal Tax ID Number	Anticipated Monthly Purchase Volume \$
Preferred Name to be embossed on card (limit 24 spaces)			Birthdate (MM/DD/YY)
Business Street Address (No P.O. Boxes) City State Zip			
Nature of Business		Time as Current Owner	Gross Yearly Income \$
Total Number of Employees			
Type of Organization <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Other			
Bank Name	Bank Address	Checking Account Number	Current Balance \$

PERSONAL GUARANTOR

Must have a minimum of one Guarantor.

1) Name of Guarantor	Birthdate (MM/DD/YY)	Do you want a card issued to you? <input type="checkbox"/> Yes <input type="checkbox"/> No	Anticipated Purchase Volume \$
Guarantor must be one of the following (check one) <input type="checkbox"/> Pres./Chairman <input type="checkbox"/> Treasurer <input type="checkbox"/> Owner <input type="checkbox"/> Vice President <input type="checkbox"/> Partner <input type="checkbox"/> Proprietor		ATM Access <input type="checkbox"/> Yes <input type="checkbox"/> No	Gross Monthly Salary** \$
Home Street Address (No P.O. Boxes)	City State Zip	Home Phone ()	Work Phone ()
Social Security Number - - Security Word: 10 characters or less. Use letters or numbers; Please use one: Best friend's last name; Last 4 digits of a relative's or friend's phone number; Pet's name; Favorite teacher's name.			
2) Name of Guarantor	Birthdate (MM/DD/YY)	Do you want a card issued to you? <input type="checkbox"/> Yes <input type="checkbox"/> No	Anticipated Purchase Volume \$
Guarantor must be one of the following (check one) <input type="checkbox"/> Pres./Chairman <input type="checkbox"/> Treasurer <input type="checkbox"/> Owner <input type="checkbox"/> Vice President <input type="checkbox"/> Partner <input type="checkbox"/> Proprietor		ATM Access <input type="checkbox"/> Yes <input type="checkbox"/> No	Gross Monthly Salary** \$
Home Street Address (No P.O. Boxes)	City State Zip	Home Phone ()	Work Phone ()
Social Security Number - - Security Word: 10 characters or less. Use letters or numbers; Please use one: Best friend's last name; Last 4 digits of a relative's or friend's phone number; Pet's name; Favorite teacher's name.			

*Cards are embossed with both the business and cardholder's name.

**Alimony, child support or separate maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

AUTHORIZED EMPLOYEE CARDHOLDERS

Information on additional employees should be provided on a separate sheet.

1) Name of Employee Cardholder	Home Phone ()	Work Phone ()	Individual Line Requested \$
Social Security Number - - Security Word: 10 characters or less. Use letters or numbers; Please use one: Best friend's last name; Last 4 digits of a relative's or friend's phone number; Pet's name; Favorite teacher's name.		ATM Access <input type="checkbox"/> Yes <input type="checkbox"/> No	
2) Name of Employee Cardholder	Home Phone ()	Work Phone ()	Individual Line Requested \$
Social Security Number - - Security Word: 10 characters or less. Use letters or numbers; Please use one: Best friend's last name; Last 4 digits of a relative's or friend's phone number; Pet's name; Favorite teacher's name.		ATM Access <input type="checkbox"/> Yes <input type="checkbox"/> No	

For your convenience
simply FAX application to: 1-800-733-2494

GUARANTOR AND AUTHORIZED SIGNATURE

PERSONAL GUARANTY: In consideration of the issuance of a KeyBank MasterCard Business Account ("Account") to applicant and the extension of credit thereunder, I, the undersigned, hereby personally and unconditionally guarantee payment and performance, including but not limited to payment of all amounts borrowed and all fees and interest, for any Account established pursuant to Applicant and/or any extension, renewal, or forbearance of said Account, to Citibank (South Dakota), N.A., (the "Bank") and its successors and assigns. I understand and agree that this guaranty is absolute and irrevocable and in effect for as long as any amount remains due on any Account established pursuant to this application, may be assigned only by the Bank at the Bank's sole discretion, and that the Bank may alter, accelerate, extend, and/or change the terms of this account without notice to me, the guarantor. I hereby waive every notice regarding this Account and/or the guaranty and agree that the Bank may delay or forbear exercising any of its rights without such delay or forbearance constituting a waiver of that or any other right. I agree that this guaranty will be governed by South Dakota law and that if any provision of this guaranty is held to be invalid or unenforceable all other provisions will remain valid and enforceable. Furthermore, I hereby authorize the Bank to periodically request, receive and exchange data pertinent to my personal creditworthiness. I understand that the business and I are individually and jointly liable for paying charges on the account and agree to the Terms and Conditions.

X	X
Personal Guarantor (Signature)	Personal Guarantor (Signature)
Date	Date

AUTHORIZED OFFICER: By signing this application as an authorized officer of the Applicant, I request that an Account be opened and card(s) be issued as indicated, and I authorize the Bank to receive and exchange information and to investigate the references and data collected pertinent to the Applicant's creditworthiness. I authorize the Bank to contact bank references, and I authorize such bank(s) to disclose financial information as requested by the Bank. I represent that the information I have given the Bank regarding the Applicant's financial condition is complete and correct, that the Applicant has no present intention to file for bankruptcy, and that I will notify the Bank of any material adverse change in the Applicant's financial condition. The Bank may use information about the Applicant for other business purposes, including sharing information with other companies. I understand that the Terms and Conditions of the Account shall be governed by the Commercial Revolving Loan Agreement and Disclosure ("Agreement") and this application, and I agree on behalf of the Applicant to be bound by all the Terms and Conditions contained therein. I represent and warrant that I am duly authorized to execute and enter into this application for the Applicant. Furthermore, I hereby authorize the Bank to periodically request, receive, and exchange references and data pertinent to the applicant's creditworthiness. This account is non-transferable. I understand that the business and I are individually and jointly liable for paying charges on the account and agree to the Terms and Conditions.

X			
Authorized Officer (Signature)	Printed Name	Title	Date

Authorized officer must be one of the following: President/Chairman, Vice President, Treasurer, Partner, Owner, Proprietor

Citibank is allowed by law to share with its affiliates any information about its transactions or experiences with you. Unless otherwise permitted by law, Citibank will not share among its affiliates any other information that you provide or that it gets from third parties (for example, credit bureaus), if you check here. ☐

FPPKT334034ZZZZBZZ	K3Q	01	NA6CRH
■ FPPKT3B4036ZZZZBZZ	K3S	01	NA6CRH



CREDIT CARD DISCLOSURES

Annual percentage rate (APR) for purchases	0% for six months from the date of account opening. After that, 16.24% variable.
Other APRs	Cash advance APR: 20.24% variable. Default APR: 29.99% variable. See explanation below.*
Variable rate information	Your APRs may vary each billing period. The purchase rate will be adjusted each billing period and will be determined by adding 7.99% to the Index.** The cash advance rate will be adjusted each billing period and will be determined by adding 11.99% to the Index.** The default rate will be adjusted each billing period and will be determined by adding 22.99% to the Index** with a maximum rate of 29.99%.
Grace period for repayment of balances for purchases	Not less than 25 days if you pay your total new balance in full each billing period by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Annual fees	Small Business card with Rewards: \$29 Small Business Card: None
Minimum finance charge	50 cents.
Transaction fee for purchases made in a foreign currency	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.
Transaction fee for cash advances: 3% of the amount of each cash advance, \$5 minimum. Late fee: \$15 on balances up to \$100; \$29 on balances of \$100 up to \$1,000; and \$39 on balances of \$1,000 and over. Over-the-credit-line fee: \$29	

* All your APRs may automatically increase up to the Default APR if you default under any Card Agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored. Factors considered in determining your default rate may include how long your account has been open, the timing or seriousness of a default, or other indications of account performance.

** The Index will be the highest U.S. Prime Rate in the three months prior to the billing cycle. For each billing cycle, the Bank will use the U.S. Prime Rate in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month.

We apply your payments to low APR balances before higher APR balances. That means your savings will be reduced if you make transactions that are subject to higher APRs.

Rates, fees, and terms may change: We may change the rates, fees, and terms at any time for any reason, in accordance with the cardmember agreement and applicable law. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

The Credit Card Disclosures are accurate as of August 1, 2006. To find out what may have changed after that date, write to us at BankCard Credit Services, PO Box 9001, Hagerstown, MD 21749-9001.

REWARDS PROGRAM

Points earned under the KeyBank Small Business MasterCard Rewards Program accumulate on the basis of 1 point per dollar spent on purchases. Your account must be open and not in default under any Card Agreement. Points expire three years from the end of the calendar year in which they are earned unless we terminate the Program, in which case you will have one year to redeem points. Cash advances, convenience checks, returned purchases, disputed or unauthorized/fraudulent transactions, fees and finance charges do not earn points unless specifically stated otherwise. Maximum point accumulations are 10,000 per month, 120,000 per year. We may revise the Program at any time for any reason with 90 days' prior written notice. Rewards may be terminated, substituted or changed without prior notification. Complete Terms and Conditions will be sent with your card, if approved.

TERMS AND CONDITIONS OF OFFER

The Business Applicant and the Authorized Officer(s) acknowledge and agree that (1) The applicant; and (2) any person with any ownership interest in the Applicant are jointly and severally liable in the name of the Applicant, for all charges on the Account by any cardholder, whenever such accounts may be established.

By signing this Application, I request on behalf of myself and the Business that Citibank (South Dakota), N.A. (the "Bank") establish a KeyBank MasterCard Business Card account ("Account") and issue a KeyBank MasterCard Business Card ("Card") accessing such Account, to me and any additional Cardholders I have designated. I understand that all information provided in this application must be verifiable and accurate. Both the Business and I shall be liable individually and jointly for all charges and balances on the Account. The Account established and Cards issued hereunder shall be used for business purposes and shall be governed by the KeyBank MasterCard Business Card Agreement provided when the Card is issued, and as it may be amended from time to time.

Federal law requires the Bank to obtain, verify, and record information that identifies each person and Business who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the Application, the Bank must have my name, street address, date of birth, and other identifying information such as my Social Security Number. Also, Citibank must obtain the Business' legal name, its street address, and its Taxpayer Identification Number. I understand that the Bank may ask for additional identifying documents from me and the Business as well.

The Bank is authorized to investigate, obtain and exchange credit reports about the Business and me from time to time. Information gathered about me or the Business may be used to determine eligibility for the Account and any renewal or extension of credit. If asked, you will indicate whether a credit report has been obtained and the name and address of the agency that supplied the report.

If this application for an Account is approved, a specific credit line will be assigned based upon my credit report and/or the credit report of the Business. Once I receive the Card, I must contact the Bank if a higher credit line is desired. I understand that the Bank may require that I submit additional documentation, such as the Business's financial statements, in order to process any request for a credit line increase. The Authorized Officer must be 18 years of age or older. This offer is available only if the Business does not already have a KeyBank MasterCard Business Card and, within the previous 90 days, has not applied for or received a KeyBank MasterCard Business Card. I agree that any disputes will be subject to binding arbitration, if either I or you elect arbitration (except for individual suits in small claims court). In arbitration, there is no judge and no jury, and there will be no class actions or other representative proceedings. Arbitration procedures are simpler and more limited than court procedures. Detailed arbitration terms and procedures are set forth in the KeyBank MasterCard Business Card Agreement.

By using the Card, authorizing its use, or not canceling the Account within 30 days after receipt of the Card, the Business and I agree to the terms of the KeyBank MasterCard Business Card Agreement, which will be sent with the Card.