



Faxed document will be considered legal

Store Location: **Woodstock, IL**  
A&D Level: \_\_\_\_\_  
CARQUEST Phone: **815-338-4521**  
CARQUEST Fax: **815-338-4247**

**CARQUEST AUTO PARTS MONTHLY CREDIT APPLICATION**

<b>(Applicant's Business Name)</b>		<b>(SIC#)</b>		<b>(Checking Account #)</b>	
<b>Corporation</b>		<b>LLC</b>	<b>Partnership</b>	<b>Proprietorship</b>	
(Type of Business - circle one)				(Federal Tax ID# or S.S.# - business I.D.)	
				<b>Yes      No</b>	
(State Sales Tax Permit #)	(If no permit, Rate %) (Note: Must have a signed copy of valid exemption certificate)			(Is Purchase Order Required - circle one)	
(Phone #)	(Fax #)	(e-mail address)		(Monthly Purchases)	
<b>Accounts Payables Contact:</b>		(Name)	(Phone)	(Extension)	
<b>PHYSICAL ADDRESS:</b> (Street Address)		(City)	(State)	(Zip)	(Phone #)
<b>MAILING ADDRESS:</b> (Street Address or PO Box)		(City)	(State)	(Zip)	(Phone #)

**Applicant's Business Credit References:**

**Bank Reference:**

(Name)	(Address)	(Loan Officer)
(Telephone No.)	(Fax No.)	(Account Name)
		(Account Number)

**Trade References:**

(1)	(Name)	(Address)	(Telephone No.)	(Fax No.)	(Account No.)	(Contact)
(2)	(Name)	(Address)	(Telephone No.)	(Fax No.)	(Account No.)	(Contact)
(3)	(Name)	(Address)	(Telephone No.)	(Fax No.)	(Account No.)	(Contact)

**TERMS:** The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the creditor to whom this application is made, to investigate the references listed and to contact the Credit Bureau and any other sources pertaining to my/our credit and financial responsibility.

I/We, the undersigned, state that in making this request for credit, that I/we will assume all obligations for prompt payment. I/We understand that all indebtedness is due and payable on the 10th of the month following delivery and is considered past due by the last day of the month. I/We understand that our account is subject to being placed on Cash on Delivery (C.O.D.) terms of sale if not paid in full after 35 days from the end of month statement date. All past due invoices are subject to a finance charge equal to eighteen percent per annum (18%) on outstanding past due balances as of the last day of each month. I/We hereby authorize such a charge and agree to pay all finance charges the same as any other indebtedness.

I/We hereby understand and agree that should it become necessary to place this account for collection, I/we shall personally obligate myself/ourselves to pay all costs of collection, including collection agency fees, reasonable attorney's fees and costs/expenses of any legal proceedings.

The parties stipulate that this application and the agreement evidence thereby constitute a transaction involving interstate commerce. Except as otherwise provided in this provision, all claims, disputes, or controversies of every kind and nature (whether biased in contract, tort, or statute) arising out of or related to this agreement or any other agreements, documents, instruments, or disclosures delivered by the parties pursuant to the transactions contemplated hereby shall be resolved by commercial rules of the American Arbitration Association in state which business resides. The Arbitrator's shall be bound by the Federal Rules of Evidence. All parties to the arbitration shall pay their own arbitration costs and expenses. The Arbitrator's findings, decision, and award shall be written, and shall be based on the law of the jurisdiction in which this agreement was executed. The decision of the arbitrator shall be final, binding, and enforceable in any court as though it were a decision on the merits after a trial on the merits; provided, however, the Arbitrator's findings, decision, and award shall be subject to judicial review as provided in 9 U.S.C. Section 10. The Arbitrator shall not consider the arbitration of class-wide and the parties hereby waive whatever right or position to have arbitration on a class-wide basis. The parties further stipulate that this arbitration clause shall be binding upon all individuals and entities who have interest, whether direct or indirect, in agreement, its subject matter, and/or the relationship created herein.

The parties agree that the Arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. However, in no event shall an award of damages exceed the lesser of five (5) times the economic loss suffered by the party or \$10,000.

I/We do hereby personally guarantee the company' indebtedness to creditor, however arising, and including without limitation all indebtedness arising out of the sale of automotive parts and/or the furnishing of services by creditor. I/We understand that this is a continuing guaranty covering all current and future advances of credit to the corporation, LLC, partnership or proprietorship, and that it is a guaranty of payment and not collection. I/We waive notice of this guaranty and not collection. I/We waive notice of this guaranty by creditor and all extensions of credit to the corporation, LLC, partnership or proprietorship. I/We further waive presentment and demand for payment of the debt, protest and notice of dishonor or default to any party with respect to the debt or any security therefore, and demand for payment.

The undersigned makes this application and guaranty in his/her individual capacity and not as an officer or agent of corporation, LLC or partnership.

(Printed Name of Applicant)	(Date)	(Signature and Title of Applicant with corporation, LLC, or partnership)
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The undersigned hereby consent(s) to CARQUEST Auto Parts use of a non-business consumer credit report on the undersigned as principal(s) proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes CARQUEST Auto Parts to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.@ 1681 et seq

(Principal Owner's Signature)	(Social Security Number - <b>Required</b> )	(Manager Initials)	(C/L)
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(Nature of Business)	(Year Established)	(# of Employees)	(National Affiliation)	(County/Parish)
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**Marketing Information:**