Customer Application

SOUTHERN MOTORCYCLE SUPPLY, INC.
3670 Ruffin Road, San Diego, CA 92123-1810
PHONE: 800-748-5750 or 858-560-5005
FAX: 800-242-4626 or 858-560-4626
E-MAIL: southern@southernms.com
www.southernms.com

HOW DID YOU HEAR ABOUT US? _____

PROJECTED ANNUAL VOLUME WITH US? _____

PLEASE PRINT OR TYPE. COMPLETE THIS FORM AND RETURN IT WITH A BUSINESS CARD AND COMPLETED RESALE CARD OR COPY OF BUSINESS LICENSE.

COMPANY INFORMATION

NAME _____ DBA _____

BILLING ADDRESS _____ CITY _____ STATE _____ ZIP _____

SHIPPING ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

E-MAIL _____ WEB SITE _____

FRANCHISES _____

OWNERSHIP TYPE ☐ PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION

BUSINESS TYPE ☐ FULL TIME ☐ PART TIME ☐ HOME

DATE STARTED _____

DATE INCORPORATED _____

WHERE INCORPORATED _____

RESALE NUMBER _____ LICENSE NUMBER _____ MEXICAN MERCHANT NUMBER _____

PROPRIETOR, PARTNERS, OR OFFICERS and REPRESENTATIVES

NAME _____

TITLE _____ PHONE _____

E-MAIL _____

NAME _____

TITLE _____ PHONE _____

E-MAIL _____

NAME _____

TITLE _____ PHONE _____

E-MAIL _____

AUTHORIZED BUYER _____

AUTHORIZED BUYER _____

INFORMATION REQUIRED FOR CREDIT REQUEST

SS# _____ HOME PHONE _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

SS# _____ HOME PHONE _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

SS# _____ HOME PHONE _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

BOOKKEEPER _____

TRADE REFERENCES Firms now extending credit for merchandise purchased

NAME _____ PHONE _____ CREDIT LINE $_____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE _____ CREDIT LINE $_____

ADDRESS_____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE _____ CREDIT LINE $_____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BANK REFERENCE

BANK NAME _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CONTACT NAME _____ ACCOUNT(s) # _____

ACKNOWLEDGEMENTS

WE HEREBY CERTIFY THAT THE ABOVE INFORMATION IS CORRECT. WE UNDERSTAND THAT ALL ACCOUNTS ARE COLLECT ON DELIVERY (COD) UNLESS PRIOR ARRANGEMENTS ARE MADE IN WRITING. ALL INVOICES ARE DUE AND PAYABLE IN SAN DIEGO, CA. IF LEGAL ACTION SHOULD BE REQUIRED, SAN DIEGO WILL BE THE VENUE FOR SUCH ACTION AND THE UNDERSIGNED AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES.

OFFICER OR OWNER SIGNATURE_____ TITLE _____ DATE _____

CREDIT REQUEST

WE HEREBY APPLY TO SOUTHERN MOTORCYCLE SUPPLY, INC. (SOUTHERN) FOR CREDIT AND CERTIFY THAT THE INFORMATION ON PAGE 1 OF THIS CUSTOMER APPLICATION IS CORRECT. OUR UNDERSTANDING IS THAT THE INFORMATION IS FOR THE USE OF THE SOUTHERN CREDIT DEPARTMENT AND SOUTHERN IS HEREBY AUTHORIZED TO SOLICIT RECORD OF PAYMENTS AND OTHER CREDIT INFORMATION FROM THE PARTIES LISTED.

BY SIGNING THIS REQUEST, WE AGREE TO ABIDE BY THE TERMS PUBLISHED ON YOUR PRICE LIST AND THE FOLLOWING:
Upon approval of open account, payment in full for all purchases during a month is due on the 10th of the next month.
All invoices are due and payable in San Diego, California.
An open account will be placed on a COD basis when payment is 30 days past due, and service charges of 1.5% per month will be applied to the past due balance until paid in full.
If it becomes necessary to use a collection agency or attorney to collect unpaid balances, the undersigned agrees to pay all costs of collection including, but not limited to, actual collection agency fees, actual attorney fees, actual court costs, and interest to the maximum allowed by law. If legal action should be necessary, San Diego, California will be the venue for such action.
This information is submitted to SOUTHERN, for the purpose of securing credit.
Notification in writing will be made to SOUTHERN regarding any changes in Company name, address, tax numbers or principals.

OFFICER OR OWNER
SIGNATURE_____ **TITLE** _____ **DATE** _____

PERSONAL & CONTINUING GUARANTY

For the purpose of enabling the Buyer (as identified below) to obtain credit from Southern Motorcycle Supply, Inc., a California Corporation (hereinafter referred to as Seller);

And for value received, the undersigned (hereinafter collectively referred to as Guarantor), jointly and severally if there is more than one undersigned party:

Hereby guarantees absolutely and unconditionally the prompt and complete payment upon maturity according to the terms of this sale and all sales hereafter made by the Seller, it's successors and/or assigns, to the Buyer:

NAME _____ **DBA** _____
(PRINT OR TYPE)

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____

The Guarantor also guarantees payment of all costs of collection thereof including, but not limited to, actual attorney fees, collection agency fees, service charges, court fees, interest to the maximum allowed by law; And agrees that San Diego, CA. will be the venue for any legal actions as all invoices are due and payable in San Diego, CA.

The Guarantor waives any right to require the Seller to provide: notice of sale, notice of default, presentment for payment, notice of non-payment, protest, and notice of acceptance of this Guaranty, it's extensions, renewals, indulgences, transfers, settlements and compromises and transfers to creditors' committees or trustees.

The Seller has sole discretion to provide any or all of the above and with or without notice, the Guarantor is liable; And this will be a continuing Guaranty and will be in effect as to all sales made by the Seller to the Buyer.

It is intended that the Guarantor waive any rights given under statutes governing the enforcement of this personal and continuing Guaranty, so the Guarantor hereby waives any right to require the Seller to proceed against the Buyer; or exhaust any security acquired from said Buyer; or to pursue any other recourse in the Seller's power whatsoever.

Furthermore, the Guarantor acknowledges that the Seller, by accepting or receiving this guaranty, is not obligated or otherwise to furnish any service or merchandise; And that this guaranty is given to cover only such service and merchandise as may be sold by the Seller to the Buyer.

There are no conditions or limitations to this guaranty except as may be written hereon at the time of execution. Hereupon, there will be no amendments, additions, and/or deletions except as may be agreed upon by the Seller and the Guarantor in writing.

Dated this _____ **day of** _____, **20** _____

GUARANTOR SIGNATURE _____ **HOME ADDRESS** _____
PRINTED NAME _____ **CITY** _____ **STATE** _____ **ZIP** _____
SS# _____ **PHONE** _____ **FAX** _____

GUARANTOR SIGNATURE _____ **HOME ADDRESS** _____
PRINTED NAME _____ **CITY** _____ **STATE** _____ **ZIP** _____
SS# _____ **PHONE** _____ **FAX** _____

GUARANTOR SIGNATURE _____ **HOME ADDRESS** _____
PRINTED NAME _____ **CITY** _____ **STATE** _____ **ZIP** _____
SS# _____ **PHONE** _____ **FAX** _____