



FORT WORTH • DALLAS • HOUSTON • WICHITA FALLS
M&M Manufacturing Company
 4001 Mark IV Parkway
 Fort Worth, TX 76106
 (817) 336-2311 Phone
 (817) 870-2934 Fax

**CREDIT
 APPLICATION
 INSTRUCTIONS**

Following is the credit application you have requested. It is necessary that the application be filled out completely with all information supplied as requested.

Page 1 – Please type or print legibly giving all information about mailing, type of business, zip codes, and telephone numbers. If your company is a corporation, state officers' names, titles, addresses and social security numbers.

Page 2 and 3 – The terms of agreement and guarantor section must be signed. If this is a corporation or partnership, more than one guarantor must sign.

Credit References

This section must give commercial credit information. If you do not have any commercial credit, then information such as credit cards, retail stores, and banks must have your account number. Please give us the correct mailing addresses. We must have your bank's name complete with mailing address and the name of the bank officer and your account number.

Page 4 – A resale or exemption certificate must be filled out if you do not want us to charge your account with sales tax.

NOTE: If your credit application is not properly completed, an extended delay in processing the information may result. It may be necessary for us to return the application to you for further information.

CREDIT APPLICATION

Date _____

Firm/Trade Name _____

Mailing Address _____
Street or P.O. Box City State Zip

Physical Address _____
Street City State Zip

Telephone (_____) _____ Fax (_____) _____

Years in Business _____ Type of Business _____

Previous DBA's/AKA's _____

Owners'/Partners'/Officers'/Names	Title	Address	Soc. Sec. #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CREDIT REFERENCES

(Complete information must be furnished)

1. _____
 Company Name Address City/State Zip Fax Number

2. _____
 Company Name Address City/State Zip Fax Number

3. _____
 Company Name Address City/State Zip Fax Number

4. _____
 Company Name Address City/State Zip Fax Number

Name of Company Bank _____

Address _____

Account Number _____

Name of Bank Officer _____

Telephone Number

Taxable Tax Exempt If Tax Exempt, Enter Number _____

(also see page 4)

TERMS OF AGREEMENT

The undersigned Applicant for credit by execution of this application warrants, represents and agrees that the statements of fact furnished herein are true and correct and has and does hereby expressly agree that all purchases now made and which may hereafter be made from M&M Manufacturing, L.P. dba M&M Manufacturing Company, ("M&M") as seller, shall be upon the following terms and conditions:

1. Terms of sale are as printed on invoice and are subject to change without notice.
2. Any invoice remaining unpaid after due date automatically places the account on hold and no new purchases may be added to the account until the past due balance is paid. INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS at the rate of one percent (1%) per month or at the maximum rate allowable under Texas law whichever is greater.
3. Material may not be returned without M&M's permission. Material returned is subject to a fifteen percent (15%) restocking charge.
4. M&M will comply, when appropriate, with lien notice requirements as stated in the Texas Property Code (private works), McGregor Act (public works), or the Miller Act (federal works) in order to maintain the right to a lien or claim against surety bonds.
5. All invoices and billings are payable in Texas at the offices of M&M Manufacturing, L.P. and the applicant agrees to make payments as required at said place in accordance herewith.

I understand, acknowledge, and accept these terms of sale.

Applicant: _____ Title: _____

Signed: _____

PERSONAL GUARANTY FOR APPLICANT

APPLICANT- Company Name: _____

The undersigned hereby absolutely and unconditionally guarantees to M&M Manufacturing, L.P. dba M&M Manufacturing Company ("M&M") and its successors and assigns the due and punctual payment of any and all debts or obligations of applicant _____ to M&M, at any time, now or hereafter incurred, together with interest, as and when the same becomes due and payable, whether by acceleration or otherwise, in accordance with the terms of any such debts, obligations or agreements evidencing any such indebtedness or liability including all renewals, extensions and modifications thereof. If more than one individual signs below, each shall be jointly and severally liable hereunder.

This Guaranty, obligation and liability of the undersigned shall include the principal of all indebtedness, obligations and liabilities at any one time outstanding for which Applicant shall be liable, and in addition thereto, all interest, and all costs, expenses and reasonable attorney's fee at any time paid or incurred in endeavoring to collect said indebtedness, liabilities and obligations.

This Guaranty covers all indebtedness, obligations and liabilities to M&M purporting to be made or undertaken on behalf of Applicant by any officer, employee or agent of Applicant, without regard to the actual authority of such officer, employee or agent.

This obligation shall be construed in accordance with the laws of the State of Texas and shall bind the heirs, executors, legal representatives, successors and assigns of the undersigned and when signed by more than one shall be the joint and several obligations of each. This Guaranty is performable in Tarrant County, Texas and any litigation arising hereunder shall be instituted in the state courts of Tarrant County, Texas.

This Guaranty shall remain in full force and effect until released by M&M in writing or until notice is received by M&M from the undersigned, although such notice by the undersigned shall apply only to indebtedness arising thereafter and shall not affect the guaranty of indebtedness then existing.

PLEASE SIGN BELOW AS **"INDIVIDUAL"**, NOT IN ANY CAPACITY OR OFFICER OF THE APPLICANT COMPANY.

Date: _____ **Signature** _____

Printed Name _____

Date: _____ **Signature** _____

Printed Name _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

To: M & M Manufacturing Company

The undersigned purchaser hereby certifies to the seller that the tangible personal property purchased on each order given, unless such order otherwise shall specify, and until this notice is revoked by us in writing, is exempt from the Texas Sales and Use Tax for the reason checked below:

_____ Resale, Leasing, or Renting

_____ To be incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing, or fabricating.

_____ Other reason (explain in detail)

The undersigned purchaser further certifies that he will assume liability for payment directly to the State of Texas for the tax if he uses or consumes the property herein purchased in such manner as to render that sale subject to tax.

Permit Number _____

Purchaser _____

Address _____
Street City State Zip

Telephone (_____) _____

Date: _____ **Signature** _____

Printed Name _____