



**BOWERS TRUCKING, INC.**

64417 US Hwy 60  
 Ponca City, OK 74604  
 Office: (580) 762-7066  
 Fax: (580) 762-1359  
 Mobile: (580) 761-7548

**BOWERS LOGISTICS, INC.**

64417 US Hwy 60  
 Ponca City, OK 74604  
 Office: (580) 762-7066  
 Fax: (580) 762-1359  
 Mobile: (580) 761-7548

**JOINT CREDIT APPLICATION AND AGREEMENT**

This contract is entered into by and between Bowers Trucking, Inc. (“BT”), Bowers Logistics, Inc. (“BL”) and \_\_\_\_\_, (“Applicant”) on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<b>APPLICANT/ COMPANY INFORMATION</b>		
Company Name (“Applicant”):		
Phone:	Fax:	E-mail:
Billing Address:		
City:	State:	ZIP:
Shipping Address:		
City:	State:	ZIP:
Other Address (Specify):		
City:	State:	ZIP:
Date of Business Formation:		
Circle One: Sole proprietorship Partnership Corporation Other (Specify):		
Other Operating Name or DBA:		
Credit Amount Requested:		
Name & Contact Information for all Principals, Owners and/or Partners:		
Name:	Title:	
Cell Phone:	E-Mail:	
Name:	Title:	
Cell Phone:	E-Mail:	
Name:	Title:	
Cell Phone:	E-Mail:	
Name:	Title:	
Cell Phone:	E-Mail:	

<b>BUSINESS/TRADE REFERENCES</b>			
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<b>Company name:</b>			
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Contact name:		Contact's Direct Phone:	
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Address:			
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City:		State:		ZIP Code:	
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Phone:		Fax:		E-mail:	
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Type of account:			
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<b>Company name:</b>			
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Contact name:		Contact's Direct Phone:	
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Address:			
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City:		State:		ZIP Code:	
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Phone:		Fax:		E-mail:	
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Type of account:			
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**DESCRIPTION OF ACCOUNT:** Upon approval, BT and BL will provide Applicant with a credit account which allows for repayment of Applicant's purchases of services under the terms and conditions stated below. Applicant agrees to pay for all purchases of services, finance charges and other fees and charges made on Applicant's credit account.

**FINANCE CHARGES:** Applicant may be subject to a finance charge for Applicant's purchases of services from BT and BL on any part of the balance which remains unpaid fifteen (15) days after the invoice date. The monthly periodic rate used to calculate the finance charge is 1.5%, which is equal to an annual percentage rate (APR) of 18.0%.

**DEFAULT:** Applicant will be in default if Applicant fails to pay any invoice upon delivery. If cash on delivery is not required for any purchases and at BT and BL's sole and absolute discretion, BT and BL may send an invoice to Applicant at Applicant's address listed herein. Applicant will be in default if Applicant fails to pay any invoice in full within fifteen (15) days of the invoice date. Once in default, Applicant's account may be placed on hold until full payment is received or assigned to legal counsel for the filing of a lien and/or claim. BT and BL have the right to reduce Applicant's credit limit or to withdraw credit privileges at any time without prior notice. Except where prohibited or limited by law, if Applicant's account is referred to outside legal counsel for collection, including the filing of a lien, Applicant shall be liable to and reimburse BT and BL for all legal fees and costs incurred.

**ASSIGNABILITY:** BT and BL may assign their rights under this Agreement; Applicant may not assign any of its rights hereunder without BT and BL's prior written consent.

**MISCELLANEOUS:** Except where prohibited by law, Applicant agrees to pay a return check fee of thirty dollars (\$30.00).

**LIMITATION OF LIABILITY:** Notwithstanding any other provision in this Agreement, the total liability, in the aggregate, of BT and BL to Applicant, and anyone claiming by and through the Applicant, for any and all claims, actions, causes of action, demands, losses, costs, expenses, compensation, attorneys' fees or damages of any form including, but not limited to, special, consequential, indirect, incidental or tort, resulting from or in any way related to the account or this Agreement from any cause or causes shall not exceed the total amounts paid to BT and BL for the services. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

**CHOICE OF LAW/CHOICE OF FORUM/ATTORNEYS' FEES:** This Agreement shall be deemed to have been made in the State of Oklahoma, and shall be governed and construed under the laws of the State of Oklahoma. Any civil action to enforce the terms or to recover for the breach of this Agreement shall be brought in the Oklahoma District Court for Kay County, Oklahoma, or the United States District Court for the Northern District of Oklahoma, wherever jurisdiction may lie. The prevailing party in any action for breach or enforcement of this Agreement shall be entitled to recover its litigation expenses and attorneys' fees.

**COUNTERPARTS; ELECTRONIC/FACSIMILE SIGNATURES.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Signatures submitted electronically or by facsimile shall be deemed to have the same force and effect as original signatures.

**SEVERABILITY:** If any portion or portions of this Agreement is held by a court of competent jurisdiction to be invalid and unenforceable, all remaining provisions of this Agreement shall remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

**CHANGE OF TERMS:** BT and BL reserve the right to change the terms of this Agreement at any time in accordance with applicable law. Otherwise, no modifications to this Agreement shall be allowed unless authorized in writing by Garrett Bowers.

**AGREEMENT**

1. By submitting this application, the undersigned, on behalf of Applicant, authorizes BT and BL to make inquiries into the business/trade references set forth above. Furthermore, the undersigned authorizes the financial institutions listed above to release necessary information to BT and BL in order to verify the information contained herein.

2. The undersigned hereby applies for a credit account and agrees to pay all authorized charges on the account in accordance with the payment terms and conditions set forth in the credit agreement applicable to this account.

3. The undersigned hereby represents and warrants that the information given above is true and correct and does hereby authorize BT and BL to obtain such credit information as may be required by BT and BL to assess credit worthiness of Applicant.

4. The undersigned hereby represents that such person has the full power and authority to sign on behalf of Applicant agreeing to be bound by the terms of this Agreement.

**AUTHORIZED SIGNATURES**

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**PERSONAL GUARANTY – TO BE COMPLETED BY COMPANY OWNERS ONLY**

In consideration for BT and BL extending credit to Applicant, the undersigned, as Guarantor(s), jointly and severally, hereby personally guarantee the payment of any obligation of the Applicant to BT and BL. Therefore, each Guarantor hereby agrees to pay BT and BL on demand, without offset any sum due to BT and BL by Applicant. Guarantor further agrees to pay all costs of collection including all attorney's fees and litigation expenses. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of Applicant. The undersigned Guarantor(s) hereby agrees, to the extent permitted by law, to waive the homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require BT and BL to proceed against Applicant. Furthermore, the undersigned consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes BT and BL to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. This Personal Guaranty shall be continuing and irrevocable for indebtedness of Applicant, and shall not expire by the passage of time or dormancy of Applicant's account with BT and BL. Guarantor may revoke this Personal Guaranty only by providing BT and BL's Credit Manager written notice via certified mail of its intent to revoke this Personal Guaranty. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Name: _____ SSN: ____ - ____ - ____ Date of Birth: _____	Signature: _____	Date: _____
Name: _____ SSN: ____ - ____ - ____ Date of Birth: _____	Signature: _____	Date: _____
Name: _____ SSN: ____ - ____ - ____ Date of Birth: _____	Signature: _____	Date: _____
Name: _____ SSN: ____ - ____ - ____ Date of Birth: _____	Signature: _____	Date: _____