

# H.A. Franz & Co.

606 Dennis at Smith  
Houston, TX 77006  
(713) 523-7366  
(713) 523-1796 fax

1811 South Alamo  
San Antonio, TX 78204  
(210) 226-6322  
(210) 226-9376 fax

414 Regal Row  
Dallas, TX 75247  
(214) 631-5050  
(214) 631-5054 fax

## Credit Application

(Please Print or Type Both Pages)

Date \_\_\_\_\_

Company Name \_\_\_\_\_ Years In Business \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Company Telephone Number \_\_\_\_\_

### BUSINESS INFORMATION

Business Type: (check one)  Proprietorship  Corporation  LLC  Partnership Fed Tax ID\* \_\_\_\_\_ State: \_\_\_\_\_

Industry: (check one)  Amusement (FEC, Arcade)  Amusement (Route)  OCS  Vending  Gaming/Lottery  Other

Year Business Started: \_\_\_\_\_ Annual Revenues in Most Recent Year: \_\_\_\_\_ Average Split %: \_\_\_\_\_

Food/Plush Music Costs: \_\_\_\_\_ # of Locations: \_\_\_\_\_ Types of Locations: \_\_\_\_\_ # Pieces of Equipment: \_\_\_\_\_

Types of Equipment: \_\_\_\_\_

Name of Bank \_\_\_\_\_ Telephone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Officer to Contact \_\_\_\_\_

### TRADE REFERENCES

Name	Address	Phone
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

Principal's Full Name \_\_\_\_\_

Home Address \_\_\_\_\_ Years There \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Telephone Number \_\_\_\_\_ Driver License Number \_\_\_\_\_ State Issued \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Partner's Full Name \_\_\_\_\_

Home Address \_\_\_\_\_ Years There \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Telephone Number \_\_\_\_\_ Driver License Number \_\_\_\_\_ State Issued \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

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## Credit Agreement

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- A) For the purpose of inducing H.A. FRANZ & CO. ("Franz") to extend credit to the entity named below ("Customer") in connection with Customer's purchase of merchandise and services from Franz, Customer agrees:
1. That the credit information submitted is warranted to be true and correct and intended to be relied upon by H.A. Franz, and/or third party financing agency. References listed may be contacted and any other credit information available examined concerning credit history about Customer, its officers, principals and major shareholders.
  2. To pay for all such merchandise and/or services in accordance with Franz's customary terms as stated on its invoices;
  3. To pay any and all account balances at H.A. Franz & Co., 606 Dennis, Houston (Harris County), Texas 77006 within (1) days of the invoice statement therefor;
  4. During any monthly billing period, no Finance Charge will be imposed if payment in full of the account balance is made on or before the last day of the month;
  5. A Finance Charge will be imposed upon any unpaid balance from and after the last day of the monthly billing period;
  6. The periodic rate of the Finance Charge is one and one-half percent (1 & 1/2 %) per month. The corresponding ANNUAL PERCENTAGE RATE is eighteen percent (18%);
  7. If collection efforts by Franz are necessary, Customer shall pay Franz's reasonable costs incurred, including stipulated attorney fees in an amount equal to fifteen percent (15%) of the sums owing.
- B) In the event Customer executes a Promissory Note(s) as part of the purchase consideration for the merchandise and any default occurs thereon, Customer agrees to pay to Franz, in respect of defaulted or delinquent installments which are advanced by Franz to the Note holder for the benefit of Customer, a Service Charge of one and one-half percent (1 & 1/2 %) per month on each advance so made. Said Service Charges shall be payable in addition to and in the same manner as Customer's open account balances, provided that said Service Charges shall not bear interest.
- C) Customer signifies his agreement to these credit terms by making "charge" purchases from Franz subsequent to the date hereof.

DATED: \_\_\_\_\_ CUSTOMER: \_\_\_\_\_

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## Continuing Personal Guaranty

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- A) For the purpose of inducing H.A. FRANZ & CO. ("Franz") to extend credit to \_\_\_\_\_ ("Customer") in connection with Customer's purchase of merchandise and services from Franz, the undersigned ("Guarantor") being an officer, shareholder or principal of Customer and/or being financially benefited by the accommodations made by Franz, guarantees:
1. The full and prompt performance of all of Customer's present and future contracts, obligations, agreements and arrangements with or to Franz; and
  2. The full and prompt payment to Franz of any and all sums which may be or become due or declared due and owing to Franz by Customer.
- B) This is a continuing Guaranty, and Franz is hereby authorized without notice or demand and without affecting the liability of Guarantor from time to time to (1) extend credit to Customer, (2) renew, extend, accelerate or otherwise change the terms of the Customer's liabilities or any instrument, (3) accept partial payments on Customer's liabilities, (4) and take and hold Collateral for the payment of the Guaranty. Franz may, without notice, assign this guaranty in whole or in part.
- C) Guarantor waives notice of acceptance of this Guaranty, notice of extension of time of payment, notice of any amendments or modifications of said agreement and all other notices to which Guarantor might otherwise be entitled by law, and agrees to pay all amounts owing thereafter, upon demand, without requiring any action or proceedings against Customer.
- D) Guarantor agrees to pay all costs, expenses and reasonable attorney's fees incurred in the collection thereof and the enforcement of this Guaranty.

DATED: \_\_\_\_\_ GUARANTOR: \_\_\_\_\_

Initial: \_\_\_\_\_