



**Credit Application**



**Credit Agreement**



**Guaranty of Payment for a Business Revolving Account**

**Kim Paper**

**9519 N Interstate 35 STE 100  
AUSTIN, TX 78753  
(O) 512-973-0808**



**Credit Application**

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Type of Entity: \_\_\_\_\_ Corporation (Date Incorporated \_\_\_\_\_ State \_\_\_\_\_)

\_\_\_\_\_ Partnership

\_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Other (Please Specify \_\_\_\_\_)

Federal Tax I.D. Number (if applicable): \_\_\_\_\_

Sales Tax: \_\_\_\_\_ Taxable on All Purchases

\_\_\_\_\_ Taxable on Some (*Attach Resale Certificate*)

\_\_\_\_\_ Tax Exempt (*Attach Tax Exemption Certificate- 501C Letter*)

**Credit Information**

**Bank References**

Name	Address	Acct#	Phone#
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1. \_\_\_\_\_

2. \_\_\_\_\_

**Credit References**

Name	Address	Acct#	Phone#
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1. \_\_\_\_\_

2. \_\_\_\_\_

I certify that I am authorized to sign this application on behalf of the above referenced business and that all information provided in this application is true and correct.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



**Credit Agreement**

1. **GENERAL:** Each person signing and submitting the application for credit account (“ACCOUNT”) on behalf of the Business entity and individually as the Authorized Officer applies for an Account with Kim Paper for the purpose of purchasing products from Kim Paper on credit. The words “I”, “you” and “your” refer to the Business entity and the individual Authorized Officer both jointly and individually, and the words “we, “us” and “our” refer to Kim Paper, located at 9519 N Interstate 35 Ste 100, Austin, TX 78753.
  
2. **ACCEPTANCE OF AGREEMENT:** By a) signing and submitting the application, using or permitting others to use the Account, (b) signing or permitting others to sign sales slips or delivery tickets; or c) making or permitting others to make purchases in store, by telephone, fax, internet, or any other means, you agree to the terms and conditions of this Credit Agreement.
  
3. **PROMISE TO PAY:** You agree to pay all amounts charged to the Account including fees, and finance charges on all of the accounts issued pursuant to this agreement whether incurred by you or anyone you authorized or permitted to use your account.
  
4. **PAYMENT TERMS:** Net 30. All sales invoices are due and payable on or before thirty (30) days from the date of the invoice (the “Payment Due Date”). An invoice is past due on the 31<sup>st</sup> day from the date the invoice was issued.
  
5. **FEES:** We may impose on your Account the following fees, which will be added to your Account balances when assessed:
  - a) Service Charge: You agree to pay a monthly Service Charge of 1.5% on all past due balances.
  - b) Late Payment Fee: If you fail to pay us the total balance due in full by the Payment Due Date, you agree to pay a late Payment Fee of \$29.
  - c) Document and Research Fees: If you ask us to provide you with a replica of your sales slip, billing statement or other document, we may charge you \$5 per document.
  - d) Collection Costs: If, after you default, we refer your Account to an attorney and/or collection agency for collection, we may charge you our collection costs, including court costs and reasonable attorneys’ fees.
  
6. **APPLICABLE LAW:** This agreement and your Account shall be governed by, and interpreted under the laws of the State of Texas.
  
7. **SEVERABILITY:** If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.
  
8. **ASSIGNMENT OF ACCOUNT:** We may sell, assign, or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

I agree to the terms and conditions of this Credit Agreement and hereby personally guaranty the indebtedness of the Business reference on the Credit Application.

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Printed name Authorized Officer

Signature

Date



**Guaranty of Payment for a Business Revolving Account**

In consideration of Kim Paper extending credit to \_\_\_\_\_ (Applicant) in order to make purchase from Kim Paper under the terms of the Kim Paper Credit Agreement (Credit Agreement), the undersigned hereby guarantees to Kim Paper the full and faithful performance of each and every covenant and condition to be performed on the part of the Applicant and each and every monetary obligation to be paid on the part of the Applicant pursuant to the terms of the Credit Agreement for a sufficient period of time to insure recovery of all money outstanding as a result of the sale and delivery of merchandise to the Applicant by Kim Paper. The obligations of the undersigned are independent of the obligations of the Applicant, and separate action or actions may be prosecuted against the undersigned whether or not the Applicant may be joined in such action or actions. The undersigned authorizes Kim Paper to from time to time to modify the terms of the Credit Agreement, or the time of performance of any covenants and conditions under the Credit Agreement which are to be performed by the Applicant; to take and hold security for the payment of this guaranty or performance of the Applicant’s obligations under the Credit Agreement, and exchange, enforce, waive, or release any such security; to consent to any assignment of the Credit Agreement or assignment of the receivable due from the Applicant, without releasing the undersigned from liability hereunder; and to add, release or substitute any one or more guarantors of the Applicant’s obligation under the Credit Agreement. The undersigned waives any right to require Kim Paper to proceed first against the Applicant, to exhaust any security held from the Applicant or to pursue any other remedy legally available to Kim Paper. The undersigned waives any defense by reason of an election of remedies or other acts or omissions of Kim Paper that may destroy or limit the undersigned’s subrogation rights or other rights to proceed against the Applicant, and waives any and all requirements of notice of nonperformance and demand. Kim Paper may without notice assign this Guaranty, and may without notice enter into amendments and modifications of the Credit Agreement with the Applicant, or with any assignee, which amendments and modifications shall not in any way effect the undersigned’s liability under this Guaranty.

The undersigned agrees to pay reasonable attorney’s fees and other costs and expenses that may be incurred by Kim Paper in the enforcement of this Guaranty.

IN WITNESS THEREOF,

The undersigned has executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Guarantor: \_\_\_\_\_  
Name Signature

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_