

TRADE REFERENCES:

Please Supply **COMPLETE** Names, Addresses, Account, and Phone Numbers:

1. Name: _____ Account # _____ Phone (____) _____

Address: _____ City: _____ State: _____ Zip: _____

2. Name: _____ Account # _____ Phone:(____) _____

Address: _____ City: _____ State: _____ Zip: _____

3. Name : _____ Account # _____ Phone (____) _____

Address: _____ City: _____ State: _____ Zip: _____

The undersigned hereby certifies that the information provided above is true and correct and authorizes **NEVADA TRUCK & TRAILER REPAIR** to make inquiries necessary to establish credit.

Upon credit approval, applicant agrees that **PAYMENT IS DUE 30 DAYS FROM DATE OF INVOICE**. Finance charges will apply if invoice is unpaid 30 days from date of invoice. The finance charges are computed by a periodic rate of 1.5%, which is an annual rate of 18%. Should Legal or collection action become necessary to collect past due balances, applicant agrees to pay associated fees and charges, including attorneys’ fees, and that any such action will be governed by the laws of the State of California, notwithstanding conflicts of laws. Applicant hereby stipulates to Yolo County, California, as the reasonable and proper venue for any such legal action. Payments made by credit card will carry an additional 4.0% charge over and above the cash price.

I have read and understand the conditions stated above. I accept the terms stated.

APPLICANT SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

APPLICANT SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

CONTINUING PERSONAL GUARANTEE(S):

Whereas, Nevada Truck and Trailer Repair (hereinafter “Seller”) is providing services to Applicant(s) (hereinafter “Debtors”); Now, therefore, in order to induce the Seller to provide services to Debtors, the undersigned (hereinafter “Guarantors”) jointly and severally, or individually, do hereby guarantee to make payment of any and all amounts presently owing, or which hereafter shall be owed by said Debtors to the Seller for services provided to said Debtors. It is understood that in the event said Debtors do not pay the Seller within the time specified by the Seller in its credit terms established, or hereafter established, for said Debtors, the Guarantors shall immediately pay to the Seller the sums due from said Debtors. The Guarantors expressly waive any statutory or other rights they may have to insist upon initial proceedings against the principal obligor, or against Debtors, or against any particular one of the Guarantors, or that proceedings must be bought against all of the obligors jointly, or that Seller must provide notice to Guarantors of presentment, default or non-payment on the part of Debtors, it being expressly provided and agreed upon that Seller may elect to proceed without statutory notice against any one or more of the Guarantors, without waiving its rights against any of the other Guarantors. The Guarantors’ obligation shall be effective regardless of the solvency of said Debtors or the extension or modification by the Seller of the credit terms granted to said Debtors. Guarantors hereby voluntarily and specifically waive any defense of the statute of limitations and/or equitable offset that might have been asserted by Debtors. In the event legal action is commenced to enforce any of the terms or conditions of this Continuing Guarantee, or the underlying agreement between Seller and Debtors, the prevailing party shall be entitled to an award of attorneys’ fees, as part of their costs of suit, pursuant to Civil Code section 1717 and Code of Civil Procedure sections 1021, 1032, 1033.5. Guarantors stipulate to Yolo County, California, as the proper venue for any such legal proceeding to enforce any of the provisions of this Continuing Guarantee, and that any such action will be governed by the laws of the State of California, notwithstanding conflicts of laws.. Where there is but a single Debtor, or where a single Guarantor executes this guarantee, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require.

This Continuing Guarantee is entered into and shall be performed at 840 Delta Lane, West Sacramento, California.

SIGNATURE _____ PRINT NAME _____ DATE _____

SIGNATURE _____ PRINT NAME _____ DATE _____