

# VISA® Business Card Application

BUSINESS NAME (BORROWER)

BUSINESS ADDRESS

CITY

STATE

ZIP CODE

BUSINESS PHONE

TAX ID#

OWNERSHIP (CHECK ONE)

Sole Proprietorship

Partnership

Private Corporation

Public Corporation

Type of goods or services provided:

If proprietorship, partnership or private corporation, have any of the principals ever filed for bankruptcy?  Yes  No

Number of years current management has operated business: \_\_\_\_\_

Number of Cards Requested \_\_\_\_\_

Number of Accounts Requested \_\_\_\_\_

Billing Type:  Combined  Individual

When would you prefer to receive your monthly statement? (Check one)  
 Week 1  Week 2  Week 3  Week 4  Week 5

**IMPORTANT! THE FOLLOWING INFORMATION MUST ACCOMPANY APPLICATION**  
 Current financial statements including balance sheet and income statement should be submitted with this application.  
 If applicant is a corporation, include corporate resolution with this application.

Applicant Information (Copy to make additional pages if needed)

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

CREDIT LIMIT REQUESTED \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

CREDIT LIMIT REQUESTED \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

CREDIT LIMIT REQUESTED \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

**LOAN APPLICATION CERTIFICATION:** Everything that I/we have stated in this application is correct to the best of my/our knowledge. I/We understand that you will retain this application whether or not it is approved. You are authorized to check the credit of the applicant and the credit and employment history of all principals and signers and to answer questions about your credit experience with applicant. I/We understand that the use of any card issued in connection with this application shall be subject to the terms of the Cardholder Agreement which will be sent upon approval of application. Applicant represents that the debt to be incurred pursuant to the Cardholder Agreement will be for business purposes and that none of such debt will be primarily for a personal, family or household purpose.

DATE \_\_\_\_\_ OWNER, PARTNER OR PRESIDENT  PARTNER OR SECRETARY/TREASURER



- **Choice of Combined or Individual Billing**  
Tell us which type of billing suits you best and that's what we'll do.
- **Customized Credit Lines**  
You decide how much credit you want each authorized employee to have. We'll set individual limits based on your instructions.
- **\$100,000 Travel Accident Insurance**
- **Versatile for Travel and Entertainment**
- **Accepted Worldwide**

If you have questions call our toll-free number (800) 367-7576 or write Card Service Center, P.O. 569120, Dallas, Texas 75356-9120.

*Improved financial management... extra corporate buying power... your company enjoys all these advantages and more with the Business Card.*



# PERSONAL GUARANTY AGREEMENT

FOR VALUE RECEIVED the undersigned (hereinafter referred to as "Guarantors" whether one or more) jointly and severally guarantee unconditionally the payment of and promise to pay the Issuing Bank of the VISA Card and Credit Devices issue pursuant hereto (hereinafter referred to as "Bank") any and all indebtedness and obligations, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several and all renewals and extensions thereof, for which Borrower is now, or hereafter may become liable or indebted to Bank, whether such liability or indebtedness be in contract or tort; provided, however, that Guarantors, shall not be required to pay Bank under this Guaranty Agreement an aggregate sum of more than the total interest and attorney's fees which may be or become owing by Borrower to Bank, plus the sum of the total outstanding balance of all VISA cards issued by Bank for the account of Borrower.

Notwithstanding any other provision of this guaranty or the guaranteed indebtedness, Bank and Guarantors agree that Guarantors shall never be required or obligated under the terms hereof or under the terms of any note, instrument or other agreement evidencing any of the guaranteed indebtedness, to pay interest in excess of the maximum interest rate as may be authorized by law for written contracts which constitute the guaranteed indebtedness and for the Guarantors. It is the intention of the parties hereto to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantors, shall be held to be subject to reduction to the maximum interest rate allowed under said laws.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of Bank in the collection of any indebtedness or obligation hereby guaranteed, and agree that Banks shall not be required to first endeavor to collect from Borrower any indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or exhaust any collateral or security for any indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the guaranteed obligations. Suite may be brought and maintained against any one or more of the undersigned Guarantors at the election of Bank, without joinder of Borrower or any other Guarantor as parties thereto. If any sum due Bank by Guarantors hereunder is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, than the undersigned Guarantors, jointly and severally, promise to pay Bank on demand and all attorney's fees and other costs and expenses incurred by Bank.

This guaranty is continuing and shall continue to apply without regard to the form or amount of indebtedness or obligation guaranteed which Borrower may create, renew, extend, or alter, in whole or in part, without notice to Guarantors. This guaranty also includes, but is not limited to, fraudulent use of the card or unauthorized use of the card as a result of the card being lost or stolen.

If the status of Borrower changes, this guaranty agreement shall continue and also cover the indebtedness of Borrower under the new status, according to the terms hereof.

If, for any reason, the guaranteed indebtedness cannot be enforced against Borrower, or any payments thereon must be refunded by Bank to any party for any reason, including bankruptcy, such fact shall not affect the liability of Guarantors hereunder, and Guarantors shall be liable hereunder to the same extent as if the guaranteed indebtedness has been enforceable against Borrower or said payments had not been made to Bank.

Bank may settle or agree with any of the Guarantors for such sum or sums as it may see fit and release such of the Guarantors from all further liability to Bank for guaranteed indebtedness without impairing the right of Bank to demand and collect the balance of the guaranteed indebtedness from others of the Guarantors not so released.

Bank may surrender, release, exchange, or alter any collateral or security for any indebtedness or obligation hereby guaranteed with out affecting the liability of Guarantors under this guaranty, and this guaranty shall continue effective notwithstanding any legal disability of Borrower.

In the event of the death of any of the undersigned Guarantors, this guaranty shall bind the decedent, his heirs, executors, and administrators only as to the indebtedness and obligations of Borrower to Bank which are existing at the time notice in writing of such death is received by the Cashier of Bank and as to all

renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors. No notice shall be deemed received by the Cashier of Bank unless and until the said Cashier has acknowledged receipt thereof in writing.

Each of the undersigned Guarantors acknowledges that this guaranty is operative and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his liability hereunder shall be cumulative and in addition to any other liability or obligation to Bank whether the same is incurred through the execution of a similar guaranty, through endorsement, or otherwise.

Guarantors shall furnish to Bank annually (and more frequently if requested by Bank) financial statements, including cash flow and contingent liability information

Guarantors jointly and severally represent and warrant to Bank, that the value of the consideration received and to be received by Guarantors as a result of Bank extending credit to Borrower and Guarantors executing and delivering this guaranty agreement is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation has benefited or may reasonably be expected to benefit Guarantors directly or indirectly.

Bank may assign its rights hereunder, in whole or in part, and upon any such assignment all the terms and provisions of this guaranty shall inure to the benefit of such assignee, to the extent so assigned. Any action or inaction by Bank with regard to the guaranteed indebtedness or this guaranty shall not impair or diminish the obligation of Guarantors hereunder. Bank shall not be liable for its failure to use diligence in the collection of the guaranteed indebtedness or in preserving the liability of any person liable thereon. The rights of Bank hereunder shall be cumulative of any and all other rights that Bank may have against Guarantors, or any of them, including but not limited to the right of set-off. The exercise by Bank of any right or remedy hereunder or under any other instrument, at law or in equity shall not preclude concurrent or subsequent exercise of any other right or remedy.

This guaranty agreement is performable in Dallas County, Texas, and Guarantors waive the right to be sued elsewhere. This guaranty agreement is not intended and does not replace, cancel or otherwise modify or affect any other guaranty agreement of the Guarantors, or any of them, held by Bank.

Bank is relying and is entitled to rely upon each and all of the provisions of this agreement; and, accordingly, if any provision or provisions of this instrument shall be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

THIS GUARANTEE EMBODIES THE FINAL, ENTIRE AGREEMENT OF GUARANTORS AND BANK WITH RESPECT TO GUARANTORS' GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTORS AND BANK AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTORS AND BANK, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES AND NO EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTORS AND BANK.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Personal Guaranty

\_\_\_\_\_  
Personal Guaranty

<b>Annual Percent Rate</b>	<b>10.25%</b>
<b>Monthly Periodic Rate</b>	<b>0.854%</b>
<b>Variable Rate Information</b>	The Annual Percentage Rate (APR) is a variable rate at prime + 6% (as of January 1, 2003, the periodic rate was <b>10.25%</b> with a corresponding <b>ANNUAL PERCENTAGE RATE</b> of <b>0.854%</b> ). The APR may vary. The APR is determined by adding a margin of 6% to the National Prime Rate as published in <i>The Wall Street Journal</i> on the third Wednesday of each March, June, September, and December.
<b>Increase in Rate</b>	If your Account is 60 days late the Annual Percentage Rate may increase automatically to a higher rate up to 21%. After an increase, timely payments for 3 months may result in a lower Rate.
<b>Annual Fee</b>	None
<b>Grace Period for Purchases</b>	No Grace Period for Business Accounts. There is no Grace Period for Cash Advances on any Account.
<b>Cash Advance Fee</b>	2% of the amount of the Cash Advance with a minimum of \$2.00.
<b>Additional Fees</b>	Late payment Fee: \$25.00 Over-the-limit Fee: \$25.00 NSF Fee: \$25.00

**The information about the cost of the Card described in this Application is accurate as of January 1, 2003. This information may change after that date. To find out what may have changed, call us at 800-367-7576 or write Bank Card Center, P. O. Box 569120, Dallas, Texas 75038**