

# ROYALL-MATTHIESSEN

446 CULEBRA  
SAN ANTONIO, TX 78201  
(210) 734-4363

DATE \_\_\_\_\_

AUTHORIZED TO CHARGE \_\_\_\_\_

TAXABLE \_\_\_\_\_ DO YOU REQUIRE P.O. # \_\_\_\_\_ TO YOUR ACCOUNT \_\_\_\_\_

NON-TAXABLE \_\_\_\_\_ PERMIT # \_\_\_\_\_

## CORPORATION :

Name of Firm _____	Phone No. _____
Mailing Address _____	Physical Address _____
City _____	State _____ Zip Code _____
State Incorporated in _____	Year Inc. _____ Location of Home Office _____
Name of President _____	Name of Treas. Or Comptroller _____

## PARTNERSHIP OR PROPRIETORSHIP:

Name of Each Owner _____	Social Security # _____
Residence Address _____	How Long at Residence _____
Leinholder or Landlord _____	Own _____ Rent _____
If less than 2 Yrs in Business : Previous employment or business _____	
If less than 2 Yrs at Residence: Previous Address _____	

BANK REFERENCE \_\_\_\_\_ PHONE NO. \_\_\_\_\_

OFFICE NAME \_\_\_\_\_ CKG ACCT # \_\_\_\_\_ SVGS ACCT # \_\_\_\_\_

## OPEN ACCOUNTS OR TRADE REFERENCES

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

ALL ACCOUNTS ARE DUE AND PAYABLE NET 30 DAYS FROM DATE OF INVOICE. Accounts not paid by 30 days from the date of invoice are subject to being put on a cash basis until current.

I HAVE READ THE TERMS ON THE REVERSE AND AGREE TO THE CREDIT EXTENSION AGREEMENT.

Royall-Matthiessen, PO Box 7307, San Antonio, Texas 78207, hereinafter called Seller, and \_\_\_\_\_, hereinafter called Buyer, agree that all goods and services purchased by Buyer from Seller shall be subject to the terms of this agreement.

- 1. From time to time, Buyer may charge purchases from Seller made pursuant to this charge agreement, but only to the extent charges shall be approved by Seller's credit department. Buyer agrees to pay for any purchases to Buyer's account by and of the following persons, and such persons as Buyer may hereafter designate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. As used herein "billing date" shall be the day of the month in which the purchase is made,.
- 3. Buyer promises to pay to Seller, or order, at Seller's address shown above, or other place designated by Seller or its assignee, the unpaid balance of Buyer's account in full upon receipt of statement.
- 4. IN CASE OF ERRORS OR INQUIRES ABOUT YOUR BILL: send your inquiry in writing on a separate sheet so that the creditor (Seller) receives it within 60 days after the bill was mailed to you. Send your billing error notice to PO Box 7307, San Antonio, Texas 78207. Your written inquiry must include:
  - (a) Your name, address and account number (if any);
  - (b) A description of the error and why (to the extent you can explain) you believe it is in error;
  - (c) The dollar amount of the suspected error.

You remain obligated to pay the parts of your bill not in dispute but you do not have to pay any amount in dispute during the time the creditor (Seller) is resolving the dispute. During the same time, the creditor (Seller) may not take any action to collect disputed amounts or report disputed amounts as delinquent.

This is summary of your rights. A full statement of your rights and the creditor's responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

**NOTICE TO BUYER – DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

ROYALL-MATTHIESSEN & R & M RENTALS COMPANY \_\_\_\_\_ (Buyer)

By: \_\_\_\_\_ By : \_\_\_\_\_

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

**GUARANTY**

In consideration of Royall-Matthiessen ("Seller") entering into the foregoing parts and service charge agreement, each of us a primary obligor, jointly, severally and unconditionally guarantees to Seller the payment promptly when due of every payment thereunder, and the payment on demand of the entire balance of Buyer's account if Buyer defaults in any payment when due, without first requiring Seller to proceed against Buyer, and agrees to be bound by and on demand to pay any deficiency, with or without notice to us, and to pay all attorney's fees and other expenses incurred by Seller by reason of any default by Buyer> Each of us waives notice of acceptance hereof and of any defaults and consents that Seller may, without affecting our liability, compromise or release on terms satisfactory to it or by operation of law or otherwise, any rights against and grant extensions of time of payment, without limit as to the number of such extensions or the period or periods thereof to Buyer and other obligors or guarantors or of any other party at any time directly or contingently liable for the payment of Buyer's obligations under the charge agreement. This guaranty shall not be discharged or affected by the death of any of the undersigned and shall bind our respective heirs, administrators, representatives, successors and assignors. Each of us represents that this guaranty has been executed prior to the charge agreement by Royall-Matthiessen and that this guaranty is executed to induce Royall-Matthiessen to enter into the charge agreement.

Typed of Printed Names and Addresses of Guarantors:

Signatures

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_