

Credit Application

Mike's Loading Service, Inc.

1802 South Expressway 281, Edinburg TX 78539
 956.292.2700 * Fax 956.292.2755 * davidr@mikesloadingservice.com



Business Name: _____
 (Owner's Name if Sole Proprietorship)

Doing Business As: _____

Phone: _____ Fax: _____

E Mail Address: _____

Physical Address: _____

Billing Address: _____

Accounts Payable Contact Person: _____

Date Business Began: _____ Motor Carrier #: _____

Special requests involving invoicing of freight bills: _____

Type of Business:

- Sole Proprietorship
- Partnership
- Corporation
- LLC
- LLP

In what capacity does your firm provide service?

- Broker
- Freight Forwarder
- Shipper
- Produce Broker
- Other _____

Owners / Partners / Corporate Officers				
Name	Title	Home Address	Phone	E Mail

Credit References (include two Trade References)			
Name	Address	Phone	Contact

I HAVE READ, UNDERSTAND AND ACCEPT THE FOLLOWING TERMS AND CONDITIONS OF MIKE'S LOADING SERVICE, INC. I HAVE PROVIDED TRUE INFORMATION TO THE BEST OF MY KNOWLEDGE AND HAVE RETAINED A COPY OF THIS AGREEMENT. I AUTHORIZE THE ABOVE CITED REFERENCES TO SUPPLY PERTINENT CREDIT INFORMATION. I AUTHORIZE A FAXED COPY OF THIS AGREEMENT TO ACT AS A LEGAL ORIGINAL DOCUMENT.

Applicant Name: _____ Applicant Signature: _____
 Title: _____ Date: _____ (Authorized Company Representative)

CREDIT DEPARTMENT USE ONLY			
Date Received		Date Processed	
Shipper #		Credit Limit	
Broker		Credit Manager	



TERMS AND CONDITIONS

1. Credit terms are: net due within 21 days; gross due within 30 days; interest of 1.5% per month (18.0% annually) on any balance more than thirty days old. Shipper shall be liable for reasonable attorney's fees and court costs in the event of litigation to collect on the account. The forum state shall be exclusively Texas. Venue shall be exclusively in Hidalgo County and shall include any alternative dispute resolution proceedings. Texas law shall govern all matters. In the event the account is restricted to C.O.D., payment shall be due at the time of delivery of a load via certified money order or cashiers check. Personal or business checks and/or cash shall not be acceptable tender of payment. Payment shall be given to the driver in exchange of the signed original proof of delivery (i.e. bills of lading). Payment of freight charges shall be made notwithstanding any claim for loss, damage or theft of cargo.
2. SHIPPER appoints Mike's Loading Service, Inc.(MLS), its agent to receive SHIPPER'S goods from SHIPPER'S customers or to pick up goods for SHIPPER, wherever MLS delivers same or causes same to be delivered or where SHIPPER is carrying on a business activity, is conclusively presumed to be the agent of the SHIPPER for the receipt of said goods for the customer. MLS retains a lien on the goods sold to the CUSTOMER and the proceeds from the sale thereof until the goods are paid for.
3. These Terms and Conditions are not subject to cancellation, modification or waiver unless agreed to in writing by MLS and SHIPPER.
4. Any dispute as to any invoice on SHIPPER'S account with MLS must be made in writing within sixty days of receipt of the invoice or the dispute is waived and payment of the invoice shall be due without any credit for any payment, offset or claim.
5. All notices relative hereto must be in writing with proof of delivery by Registered Mail or Certified Mail, Return Receipt Requested and shall not take effect until received by MLS. The rights provided for herein to SHIPPER are cumulative to all other rights SHIPPER may have though not provided for herein.

AUTHORIZED SIGNATURE

Company Name

Date

PERSONAL GUARANTY

The term GUARANTOR shall be construed in the singular or plural, as context may require. In consideration of MLS extending credit to on an open account, or on any other basis, to _____ (CUSTOMER), the undersigned GUARANTOR, in an individual capacity, does hereby jointly and severally and irrevocably personally guarantee to Mike's Loading Service, Inc. (MLS), the payment of the account and/or debt of CUSTOMER for past, present and future debts which are or become owed to MLS by CUSTOMER; and the undersigned GUARANTOR agrees to pay all costs of collection or enforcement hereof, including reasonable attorney's fees and costs. This GUARANTY is not subject to oral modification or cancellation. Irrespective of any descriptive words to the contrary, in connection with GUARANTOR'S signature, GUARANTOR warrants and represents this is a PERSONAL GUARANTY and that MLS is relying on this personal guarantee as consideration for the extension of further credit to the CUSTOMER and/or for its forbearance in the collection of any debt owed by CUSTOMER. Enforcement of this personal guarantee shall be governed by Texas law with Texas as the exclusive forum and Hidalgo County as the exclusive venue for all litigation of same.

Individual and Personal Guarantor

Date

Individual and Personal Guarantor

Date