

**COMMERCIAL ACCOUNT APPLICATION**
**ALL INFORMATION MUST BE FILLED OUT FOR CREDIT PROCESSING**

O'REILLY STORE # _____	O'REILLY LOCATION: _____	CREDIT LIMIT REQUESTED \$ _____
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Do you have an existing Account with O'Reilly? Yes / No \_\_\_\_\_ Account #(s) \_\_\_\_\_

Type of account applying for?  Cash Account  Monthly Pay  Weekly Pay  Daily Pay TSM # \_\_\_\_\_

**CUSTOMER BILLING INFORMATION - PLEASE TYPE OR PRINT**

Company Name _____ ( )	Billing Address _____	City/State/Zip _____
Phone _____ Fax _____ # Years in Business _____	Dun & Bradstreet Number _____	Federal ID Number _____
Email Address _____	Purchase order required? _____	Accts Payable Contact _____

Type of Business:  Corporation  LLC  Partnership  Sole Prop.  Non-Profit  Government  Other \_\_\_\_\_

**\*\*SALES TAX\*\* Sales Tax will be charged on all purchases until a valid resale certificate or other proof of exemption is received.**

**OWNER APPLICANT INFORMATION - MUST BE FILLED OUT**

Owner/Applicant Name _____	Co-Owner/Applicant Name _____
Home Address - Required <i>*If less than 2 years provide previous address below</i> _____	Home Address - Required <i>*If less than 2 years provide previous address below</i> _____
City _____ State _____ Zip _____ ( )	City _____ State _____ Zip _____ ( )
Social Security Number _____ Phone _____	Social Security Number _____ Phone _____
*Previous Address _____ City/State/zip _____	*Previous Address _____ City/State/zip _____

**BUSINESS REFERENCES**

Bank _____	Account # _____	Phone ( ) _____
Reference: _____	Address _____	Phone ( ) _____
Reference: _____	Address _____	Phone ( ) _____
Reference: _____	Address _____	Phone ( ) _____

**AGREEMENT - APPLICATION MUST BE SIGNED FOR PROCESSING**

The credit of the Applicant and/or Company will be considered in the evaluation of this application and any updates and additional extension of credit. The Applicant and/or Company authorizes O'Reilly Automotive Stores Inc.,(hereinafter referred to as "Creditor"), to inquire into and obtain from any bank, lending institution, credit reference, or consumer or commercial credit reporting agency, information relating to the Applicant and/or Company's creditworthiness or financial condition. In addition, Applicant and/or Company consents to Creditor, obtaining a Consumer Credit Report on any person signing this application regardless of the capacity in which they are signing. If credit is extended, the Applicant and/or Company promises to pay according to Creditor's payment terms as follows: Monthly Pay accounts are due and payable less a 2% discount, if paid in full by the 10th of the month following purchases, otherwise due in full by the 20th. **(Payments made with credit card are not eligible for 2% discount)** Weekly pay accounts are due and payable in full on Friday each week. Daily pay accounts are due in full every day. An account not paid within terms will be considered past due, and may be placed on a cash only basis and assessed interest at the rate of up to 18% per annum. In the event the account is placed with an attorney for collection, Applicant and/or Company shall pay all attorney's fees associated with collection of the account plus all additional collection costs whether litigation is initiated or not. The Applicant and/or Company agrees that any and all actions or proceedings arising from this business relationship will, at Creditor's option, be litigated in courts having a situs within the state of Missouri, County of Greene, and that Missouri law shall apply thereto. The Applicant and/or Company consents to the jurisdiction of any State or Federal Court located in Missouri and agrees that the Applicant and/or Company is subject to the jurisdiction of Missouri courts and service of process under the provisions of section 506.500 RSMo. and applicable Missouri Statutes and Rules and also agrees to accept such service as is authorized by that statute and prescribed in the Missouri or Federal Rules of Civil Procedure. Creditor may refuse to extend additional credit, or terminate an existing account at any time based upon breach of this agreement; credit unworthiness of the Applicant and/or Company; or for any other reason not prohibited by State or Federal law.

**Accounts are for Commercial Purposes only and not for Personal use. Purchases made hereunder shall not be subject to Federal, State or Local laws or statutes governing consumer credit purchases that are for personal, family, or household use. The undersigned certifies that all information provided is true and correct, Applicant is a valid business entity, and further warrants that he/she is authorized to execute this application on behalf of Applicant and/or Company.**

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 (MUST BE OWNER AND/OR OFFICER OF COMPANY) (REQUIRED IF PARTNERSHIP and/or CO-OWNER)

*Upon request, we will inform applicant of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to applicant.*

**PERSONAL GUARANTY**

In consideration of O'Reilly Automotive Stores Inc.,(hereinafter referred to as "Creditor"), establishing an account for Applicant(s) and/or Company, the Applicant(s) named above,(herein referred to as "undersigned guarantor(s)"), hereby personally guarantee(s), the full and prompt payment to Creditor of all amounts hereafter due on the account, and the performance under the terms of the "AGREEMENT". The undersigned guarantor(s) agree(s) and acknowledge(s) that Creditor has relied on this personal guaranty in agreeing to extend credit to Applicant(s) and/or Company, and expressly waive(s) all notice of acceptance of this guaranty, notice of extension of credit, presentment of demand for payment, and any notice of default by the Applicant(s) and/or Company seeking credit and all other notices the undersigned guarantor(s) might otherwise be entitled to. In the event of default by the Applicant(s) and/or Company in the making of any payment when due, the undersigned guarantor(s) hereby agree(s) to pay on demand all sums then due including any applicable late charges, and all losses or expenses which may be incurred by Creditor, including but not limited to reasonable attorneys' fees.

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**Authorization for Release of Information**

**Date** \_\_\_\_\_

I, \_\_\_\_\_

Doing business as: \_\_\_\_\_

Authorize my bank and references listed to furnish credit information to O'Reilly Automotive Stores Inc., based in Springfield, MO for the purpose of opening a charge account with their company.

Thank you,

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_