



# BUSINESS CREDIT APPLICATION

Return via fax to: (901) 495-8470

**AutoZone Store#** \_\_\_\_\_ **Acct#** \_\_\_\_\_ **Credit Line Requested** \_\_\_\_\_ **Credit Line Approved** \_\_\_\_\_

Acct Type Requested: (please check)  COD  Weekly  Monthly - Pay Balance Due  Monthly - Pay By Invoice

Do you have an existing account with AutoZone?  Yes  No Account# \_\_\_\_\_

Legal Business Name \_\_\_\_\_ DBA / Trade Name \_\_\_\_\_

Shipping Address \_\_\_\_\_  
Street City State Zip

Phone# \_\_\_\_\_ Fax# \_\_\_\_\_ A/P Contact \_\_\_\_\_

Email \_\_\_\_\_ Fed Tax ID# \_\_\_\_\_ Tax Exempt  Yes  No (if yes ID#) \_\_\_\_\_

Date Business Commenced \_\_\_\_\_ D&B# (if known) \_\_\_\_\_ PO Required (please check)  Yes  No

Type of Business: (please check)  Sole Proprietor  Partnership  Limited Liability Company  Corporation  Other \_\_\_\_\_

**Business Description: (please check)**  Auto Parts  Car Care Center  Car Dealership-New  Car Dealership-Used  Collision  
 Construction  Farmer  Fleet Owner  Garage-Service Station  Government Agency  Detail Shop  Lube Shop  
 Muffler-Brake  Mass Merchandiser  Repair Shop  Tire Shop  Tow Service  Transmission  Other

### Business and Credit Information

Billing Business Address \_\_\_\_\_  
Street City State Zip

Phone# \_\_\_\_\_ Fax# \_\_\_\_\_ Time at Current Address \_\_\_\_\_

Bank Name \_\_\_\_\_ Phone# \_\_\_\_\_

Bank Address \_\_\_\_\_  
Street City State Zip

Checking Acct# \_\_\_\_\_ Savings Acct# \_\_\_\_\_

### Trade References

(1)  
Name Street City State Zip  
Phone# Fax# Contact Email

(2)  
Name Street City State Zip  
Phone# Fax# Contact Email

### Agreement

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by AutoZone to \_\_\_\_\_ (the "Applicant"), the undersigned, individually, jointly and severally (the "Guarantor"), unconditionally guarantees to AutoZone the full and prompt payment by Applicant of all obligations which Applicant presently or hereafter may have to AutoZone and payment when due of all sums presently or hereafter owing by Applicant to AutoZone. Guarantor agrees to indemnify AutoZone against any losses AutoZone may sustain and expenses AutoZone may incur as a result of any failure of Applicant to perform including reasonable attorney's fees and all costs and other expenses incurred in collecting or compromising any indebtedness of Applicant guaranteed hereunder or in enforcing this guarantee against Guarantor. This shall be a continuing guarantee. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until Guarantor delivers to AutoZone written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantor's obligations hereunder with respect to indebtedness incurred prior thereto. The undersigned Guarantor hereby consents to AutoZone's use of a non-business consumer credit report on the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned Guarantor hereby authorizes AutoZone to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned Guarantor as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.@1681 et seq.

Full Name Date of Birth SSN# Phone#

Home Address City State Zip Signature Date

**NOTICE TO THE CUSTOMER:** (1) Do not sign this application and agreement before you read it. (2) You are entitled to a completely filled in copy of this agreement. Keep this agreement to protect your legal rights. (3) Any person signing this application and agreement represents that it is a valid business entity in good standing, a qualified religious, educational, or other non profit entity, or a government agency or instrumentality. All purchases under this agreement shall be made for other than personal, family, agricultural or household use. Customer has duly authorized the execution of this application and the person signing below to execute this application on his behalf. **Ohio residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Applicant agrees to be bound by the terms and conditions of this Application (including federal and state notices) and the terms and conditions of the AutoZone Commercial Account Agreement ("Agreement"), which is incorporated into and made a part of this Application. The person signing below must be a representative of the Applicant who is duly authorized to enter into contractual agreements on behalf of Applicant and agrees that there is no binding contract with AutoZone until Applicant's credit is approved. AutoZone may require the execution of one or more security instruments upon request. Applicant will be contacted if such is required. AutoZone may require additional information from Applicant, Guarantor, or other parties in order to process this Application. By signing below, Applicant, Guarantor, and (except with respect to government agencies and not-for-profit) each individual signing on behalf of Applicant authorizes AutoZone to provide credit information relating to any or all of them to third parties, including credit bureaus and affiliates of AutoZone and releases AutoZone from any claims arising out of the conduct authorized above. **By signing below, Applicant acknowledges that Applicant has read and received a copy of this Application and the attached Agreement and also, by signing this agreement, Applicant, Guarantor, and any other parties agree to pay legal fees and or collection fees that occur as a result of default on the Account.**

Printed Name Signature Title Date

1. **GENERAL:** In this Agreement, the words "you", "your", "Applicant" and "Customer" refer, as appropriate, to the person or entity for which an Account is established under this Agreement and any previous account or Agreement with the entities in this section. This Agreement shall be deemed to include and be an addition to and modification to any account, payment, or license agreements with AutoZone. Any personal guarantor of this Agreement and any authorized user of the Account, including any person who signs an Application for an Account and/or the person or entity on whose behalf such Application is signed, shall be bound by the terms and conditions of this Agreement. "Account" means any Account, as applicable, established in accordance with this Agreement. "We", "us", "our", "Creditor" and "AutoZone" refer to the subsidiary of AutoZone, Inc. with which you are doing business (including, but not limited to AutoZone Parts, Inc., AutoZone Stores, Inc., AutoZone West, Inc., AutoZone Northeast, Inc., AutoZone Texas, L.P., AutoZone Operations, Inc., AutoZone Mississippi, Inc., AutoZone Puerto Rico, Inc., AutoZone.com, Inc. and ALLDATA LLC) and any assignee to which this Agreement is assigned. Your signature on any sales memorandum, purchase order, sales slip, sales invoice or other or different form ("Sales Memorandum"), any application, personal guaranty, account setup form, acceptance certificate, or any other document in connection with this Account, or your continued use of any software constitutes your signature on this Agreement, as amended from time to time.

2. **ACCOUNT FOR COMMERCIAL PURPOSES ONLY:** This Account is established solely for business, commercial or organizational purposes on behalf of your business. You warrant, represent and agree that you will not use this Account (or allow this Account to be used) for personal, family, household or agricultural (collectively, "consumer") purposes. You understand and agree that this Agreement is not intended to be subject to state and federal laws governing consumer transactions. You also understand and agree that we will be unable to determine whether any given transaction conforms to this Section 2. You agree that a breach by you of the provisions of this Section 2 will not affect our right to (i) enforce your promise to pay all amounts owed under this Agreement regardless of the purpose for which any particular transaction is in fact made or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer account.

3. **PROMISE TO PAY:** You jointly and severally promise to pay all amounts owed under this Agreement and for all purchases charged to your Account, including any software license fees, late charges and other charges that may be applicable from time to time. You understand and agree that we will be unable to determine whether any particular transaction on your Account was in fact authorized by you and/or made for your benefit, and you specifically agree that you will pay for all transactions made on your Account, whether or not such transactions were in fact duly authorized by you or made for your benefit. Your obligations under this Agreement are absolute and unconditional.

4. **LATE PAYMENT CHARGE:** You agree that your default in paying the amount owing on your Account will damage us, insofar as we will incur expenses associated with having to monitor and collect your Account. We may assess a "Late Charge" on the portion of the amount remaining unpaid, at a rate permitted by applicable law. This amount will be added to your Account balance while your default continues, except that no Late Charges will be imposed in the period during which your default is cured by repayment of all amounts owing on your Account.

5. **DORMANT ACCOUNT FEE:** An account will be considered dormant if it has no activity in a six month period. We may charge a fee of \$10.00 per month to offset the costs of maintaining the account.

6. **PAYMENTS; DISPUTED AMOUNTS:** Payments, in good funds, are due at the address ("Payment Address") and by the payment due date ("Payment Due Date") shown on your billing statement. All payments mailed or delivered to us should be to the address shown on your billing statement or by using the envelope enclosed with your billing statement. Payments received after 2:00 p.m. on any banking day will be posted to your Account on the next banking day. To the extent permitted by applicable law, if we accept any late payment or partial payment, whether or not marked as payment in full, that acceptance will not affect the due date of any other payment due under this Agreement, nor will it act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid. It will also not modify any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" of the amount owed, (ii) is tendered with other conditions or limitations or (iii) is otherwise tendered as full satisfaction of a disputed amount, must be mailed or delivered to us at the address for billing inquiries shown on your billing statement or invoice, not your Payment Address. You agree that we may send your billing statements or invoices to you at your principal place of business/billing address as shown on our records from time to time.

7. **INVESTIGATION AND REPORTING; INACCURATE INFORMATION:** Your credit and the personal credit of any personal guarantor will be used in making credit decisions. You authorize us to investigate your creditworthiness by obtaining credit reports and making other inquiries as we deem appropriate. Any individual that has signed an application for commercial credit with us on your behalf and any personal guarantor of your Account authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. You also agree that we may report your performance under this Agreement to credit bureaus and others who may lawfully receive such information. Any individual that has signed an application for commercial credit with us on your behalf and any personal guarantor of your Account agrees that in the event that your Account is not paid as agreed, we may report his/her liability for and the status of your Account to credit bureaus and others who may lawfully receive such information. If you, any individual that has signed an application for commercial credit with us on your behalf, or any personal guarantor of your Account believe that we have information about any of you that is inaccurate, or that we have reported or may report credit reporting agency information about any of you that is inaccurate, please notify us of the specific information that any of you believe is inaccurate by writing to us at the address on your statement.

8. **LIMITING OR TERMINATING YOUR CREDIT:** We may advise you of a "Credit Limit" on your Account, which we may raise, lower, or cancel at any time, and you promise not to allow the outstanding balance of your Account to exceed this Credit Limit. We have the right at any time to limit or terminate the use of your Account, or to terminate this Agreement as it relates to future transactions, without giving you advance notice. You may terminate this Agreement at any time, upon 60 days prior advance written notice to us, with respect to future use of the Account. If you or we terminate this Agreement, you agree to pay the outstanding balance of the Account according to the applicable terms of this Agreement and the applicable license agreements or Sales Memoranda and that all of our rights will continue in full force until all of your obligations are fully satisfied. You may revoke the Account privileges of any individual authorized to use the Account by notifying us in writing.

9. **UNAUTHORIZED USE:** You may be liable for any unauthorized use of your Account until you notify us in writing at AutoZone Commercial Credit, P.O. Box 10, Memphis, TN 38101, or by calling Credit Services at (866) 208-3385, of any loss, theft or unauthorized use. We may request reasonable cooperation from you, including written confirmation of any such instance if you notify

us orally. You agree that unauthorized use does not include use by a person whom you have authorized to use the Account and you will be liable for all such use. Subject to the requirements of applicable law, we may cancel your Account if you fail to notify us immediately of any loss, theft or, unauthorized use.

10. **TAX EXEMPT TRANSACTIONS:** We will honor tax exempt transactions with proper documentation. You must provide us with a copy of the appropriate tax-exempt documentation for your state. If sales taxes appear on your billing statement or invoice, take your billing statement or invoice to your AutoZone store for an adjustment.

11. **CHANGES TO THE AGREEMENT:** We may add a new term or change any term of this Agreement at any time, including, for example, if applicable, adding late charges or other charges. We will give you notice of any change in accordance with applicable law. Unless prohibited by applicable law, any new or changed terms may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions. No change to any term of this Agreement will affect your obligation or the obligation of any personal guarantor of your Account to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of this Agreement or any related guaranty.

12. **CHANGE OF ADDRESS AND GOVERNING LAW:** You agree that initially your principal place of business/billing address is the address to which we sent this Agreement or, if this Agreement was originally attached to an Application, the address specified in that Application. You agree to notify us promptly if you change this address. Until we receive notice of a new address, we may continue to send billing statements or invoices and other correspondence to the address shown on our records. You agree that the terms of this Agreement and any disputes arising in connection herewith will be governed and construed under the laws of the State of Tennessee (excluding its choice of law rules), which is the location of AutoZone's principal place of business, and applicable federal law.

13. **PRODUCT WARRANTIES:** AutoZone does not provide any warranties other than those provided by its suppliers and shall not be held liable for any expressed or implied defective product claims.

14. **SECURITY INTEREST:** Except in CT, NC, and NY, you grant us a purchase money security interest in all goods charged to your Account until each item purchased is paid for. If you default in your payment obligation, we may repossess and sell any or all of this collateral and exercise any other rights afforded to us under applicable law. We may file financing statements and/or materialmen's or mechanic's liens against the goods pursuant to applicable law.

15. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable under applicable law, that provision will be considered totally ineffective to that extent, but the remaining provisions of this Agreement will not be affected.

16. **DEFAULT; COLLECTION COSTS; ACCELERATION:** You will be in default under this Agreement if any of the following events occur: (i) we do not receive any payment due under this Agreement, or any related guaranty, when the payment is due, (ii) you violate any other obligations, representations or warranties under this Agreement or make any false disclosures in any application or guaranty executed in connection with this Agreement, (iii) you change your form of business organization or there is a change in control of your business, including without limitation a change in voting ownership of 15% or more, (iv) you are insolvent, declare bankruptcy or similar proceedings are commenced by or against you, or (v) you die, dissolve or cease to do business, or (vi) any information you provide is incorrect, incomplete or misleading. If you are in default, we may exercise any or all rights and remedies available under law, equity or as provided herein. In addition to the full amount owed and any allowable court costs, if your Account is referred to an attorney who is not our salaried employee to collect the amount you owe, you agree to pay our reasonable attorneys' fees and other costs of collection to the fullest extent permitted by applicable law.

17. **EXTENSIONS AND RELEASES:** We may agree to extend the due date of any payment due under this Agreement for any length of time or release any other person or entity liable under this Agreement without notifying you of this extension or release and without releasing you from any of your obligations under this Agreement or any related guaranty.

18. **TELEPHONE MONITORING:** We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees.

19. **ASSIGNMENT:** You may not assign any of your rights or obligations under this Agreement without our prior written permission. We are not required to give you our written permission. Without your consent or prior notice to you, we may sell or assign, in whole or in part, any or all of our rights and interests in and under this Agreement and any related guaranties or related documentation.

20. **SPECIAL PAYMENT PLANS:** From time to time we may offer you special promotional terms ("Special Payment Plans") that, subject to specified conditions, reduce any applicable charges or fees under this Agreement or otherwise modify the terms of this Agreement with respect to certain qualifying purchases. If you use your Account in accordance with the terms of a Special Payment Plan, you agree (i) to the terms of the Special Payment Plan and (ii) that no formal amendment of this Agreement will be necessary. The standard provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided under the Special Payment Plan offering, and will continue to apply to any and all transactions that are not subject to a Special Payment Plan.

21. **ENTIRE AGREEMENT:** This is the entire agreement between you and us and no oral changes can be made. You acknowledge that no promises have been made to you other than those incorporated into the written terms of this Agreement. A fully executed copy or reproduction of this Agreement sent to you by us constitutes an original of the Agreement for evidentiary purposes.

22. **JURY WAIVER: TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY.**

#### IMPORTANT NOTICES

NOTICE TO THE CUSTOMER: (1) DO NOT SIGN THIS AGREEMENT OR USE YOUR ACCOUNT TO APPROVE THIS AGREEMENT BEFORE YOU READ THIS AGREEMENT OR IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (3) ANY PERSON USING THE ACCOUNT IS MAKING ALL THE REPRESENTATIONS, AND AGREEING TO ALL THE TERMS, CONTAINED IN THE ABOVE APPLICATION AND AGREEMENT.

Read by \_\_\_\_\_

Initialed \_\_\_\_\_