

**PRIORITY-1, INC.**

**BUSINESS APPLICATION AND PURCHASE AGREEMENT**

BUSINESS NAME: \_\_\_\_\_ (“CUSTOMER”)

STREET ADDRESS: \_\_\_\_\_  
(Include City, State and Zip Code)

MAILING ADDRESS: \_\_\_\_\_

SALES TAX EXEMPTION #: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

CHECK ONE: \_\_\_\_\_ SOLE PROPRIETORSHIP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION \_\_\_\_\_ LLC \_\_\_\_\_ OTHER

IF OTHER, PLEASE EXPLAIN: \_\_\_\_\_

DATE BUSINESS BEGAN: \_\_\_\_\_ GROSS ANNUAL SALES (last two years): \_\_\_\_\_

THE OWNERS OR PRINCIPAL STOCKHOLDERS OF THE COMPANY ARE:

NAME \_\_\_\_\_ NAME \_\_\_\_\_ NAME \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE # \_\_\_\_\_ PHONE # \_\_\_\_\_ PHONE # \_\_\_\_\_

THE OFFICERS OF THE COMPANY ARE:

NAME \_\_\_\_\_ NAME \_\_\_\_\_ NAME \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE # \_\_\_\_\_ PHONE # \_\_\_\_\_ PHONE # \_\_\_\_\_

THE ACCOUNTS PAYABLE CONTACT FOR THE COMPANY IS:

NAME \_\_\_\_\_ PHONE # \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

PLEASE FURNISH FOUR CREDIT REFERENCES (INCLUDING PRIMARY BANK INFORMATION):

1. BANK NAME: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

LENGTH OF RELATIONSHIP WITH CREDITOR: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

2. NAME: \_\_\_\_\_ TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

LENGTH OF RELATIONSHIP WITH CREDITOR: \_\_\_\_\_

3. NAME: \_\_\_\_\_ TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

LENGTH OF RELATIONSHIP WITH CREDITOR: \_\_\_\_\_

4. NAME: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

LENGTH OF RELATIONSHIP WITH CREDITOR: \_\_\_\_\_

**ALL CREDIT REFERENCES ARE SPECIFICALLY AUTHORIZED TO PROVIDE CREDIT AND ACCOUNT INFORMATION TO PRIORITY-1, INC. THE UNDERSIGNED REPRESENTS AND VERIFIES THAT THE INFORMATION CONTAINED IN THIS BUSINESS APPLICATION AND PURCHASE AGREEMENT IS TRUE AND CORRECT AND THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS BUSINESS APPLICATION AND PURCHASE AGREEMENT.**

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**TERMS AND CONDITIONS**

CUSTOMER HEREBY AGREES THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE PRIORITY-1 WEBSITE (<http://priority1inc.com/terms-and-conditions/>). THE TERMS AND CONDITIONS SET FORTH ON THE WEBSITE ARE INCORPORATED HEREIN AS IF SET FORTH WORD FOR WORD.
2. ALL AMOUNTS DUE FOR SERVICES PURCHASED FROM PRIORITY-1, INC. ARE PAYABLE AT P.O. BOX 840808 DALLAS, TX 75284-0808, NO LATER THAN THE DUE DATE SPECIFIED ON YOUR INVOICE. THE SERVICES PURCHASED FROM PRIORITY-1, INC. ARE NOT PAYABLE IN INSTALLMENTS BUT ARE PAYABLE IN FULL AS STATED HEREIN.
3. CUSTOMER SHALL PAY, IN THE EVENT ITS ACCOUNT BECOMES DELINQUENT AND IS TURNED OVER TO AN ATTORNEY FOR COLLECTION, REASONABLE ATTORNEY'S FEES PLUS ALL COURT COSTS AND ATTENDANT COLLECTION COSTS. ALL LATE PAYMENTS ARE SUBJECT TO FINANCE CHARGES UP TO THE MAXIMUM ALLOWED BY LAW.
4. THIS PURCHASE AGREEMENT IS PERFORMABLE IN LITTLE ROCK, PULASKI COUNTY, ARKANSAS. THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS. CUSTOMER CONSENTS AND AGREES THAT PRIORITY-1, INC. MAY MAINTAIN ANY SUIT TO ENFORCE THIS PURCHASE AGREEMENT OR TO COLLECT ANY DEBT OWED TO PRIORITY-1, INC. IN ANY COURT IN PULASKI COUNTY, ARKANSAS WHICH HAS SUBJECT MATTER JURISDICTION, AND CUSTOMER EXPRESSLY CONSENTS AND SUBMITS TO THE JURISDICTION, AND WAIVES ANY OBJECTION TO VENUE OR PERSONAL JURISDICTION, OF ANY SUCH COURT.
5. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE GOODS AND SERVICES ARE SOLD TO CUSTOMER IN RELIANCE ON THE INFORMATION PROVIDED HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES AND CONFIRMS THAT HE/SHE HAS THE EXPRESS AND ACTUAL AUTHORITY TO EXECUTE THIS BUSINESS APPLICATION AND PURCHASE AGREEMENT ON BEHALF OF CUSTOMER.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_ TITLE: \_\_\_\_\_

**PERSONAL GUARANTEE**

WE, THE UNDERSIGNED, DO HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE THE PAYMENT OF ALL SUMS AS THEY MAY BECOME DUE ON THE ABOVE ACCOUNT AND FURTHER PERSONALLY GUARANTEE THE ABOVE CUSTOMER'S FULL PERFORMANCE OF ALL PURCHASES ON SAID ACCOUNT. WE FURTHER PERSONALLY GUARANTEE THE PAYMENT OF ANY LOSS, EXPENSE (INCLUDING ATTORNEY'S FEES) AND/OR LIABILITY SUSTAINED BY PRIORITY-1, INC. BY REASON OF, OR RELATED TO, THE ABOVE CUSTOMER'S FAILURE TO PERFORM OR TO PAY WHEN DUE THE CHARGES INCURRED IN ACCORDANCE WITH THE ABOVE AGREEMENT. PRIORITY-1, INC. SHALL NOT BE REQUIRED TO, AND THE UNDERSIGNED HEREBY WAIVE ANY AND ALL RIGHTS TO REQUIRE, PRIORITY-1, INC. TO PROSECUTE OR SEEK TO ENFORCE ANY REMEDIES AGAINST CUSTOMER OR ANY OTHER PARTY LIABLE TO PRIORITY-1, INC. FOR PAYMENT OF THIS ACCOUNT. THE UNDERSIGNED RECOGNIZE AND ACKNOWLEDGE THAT THE CUSTOMER IS BEING EXTENDED CREDIT SOLELY UPON THE CONDITION OF THE EXECUTION OF THIS GUARANTEE AND THAT SAID EXTENSION OF CREDIT CONSTITUTES SUFFICIENT CONSIDERATION FOR THE ENFORCEMENT OF THIS GUARANTEE.

THIS GUARANTEE IS PERFORMABLE IN PULASKI COUNTY, ARKANSAS, AND GUARANTOR CONSENTS AND AGREES THAT PRIORITY-1, INC. MAY MAINTAIN ANY SUIT TO ENFORCE THIS GUARANTEE, IN ANY COURT LOCATED AND SITTING IN PULASKI COUNTY, ARKANSAS WHICH HAS SUBJECT MATTER JURISDICTION AND GUARANTOR EXPRESSLY CONSENTS AND SUBMITS TO THE JURISDICTION, AND WAIVES ANY OBJECTION TO PERSONAL JURISDICTION OR VENUE, OF ANY SUCH COURT.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_ TITLE: \_\_\_\_\_