



O'Reilly RFSM # \_\_\_\_\_

O'Reilly Store Number \_\_\_\_\_

O'Reilly TSM # \_\_\_\_\_

Existing Account Number \_\_\_\_\_

O'Reilly DM # \_\_\_\_\_

Credit Limit Requested \_\_\_\_\_

PO BOX 1156, SPRINGFIELD, MO 65801

PHONE: 1-800-233-2082

FAX: 417-874-7117

www.oreillyauto.com

COMMERCIAL CREDIT APPLICATION - FORM OR011042225			CUSTOMER INFORMATION-ALL AREAS MUST BE COMPLETED	
COMPANY NAME			PURCHASE ORDER NUMBER REQUIRED?	YES / NO
DBA NAME			BUSINESS PHONE NUMBER	
COMPLETE BILLING ADDRESS- REQUIRED			FEDERAL ID NUMBER	
			CONTACT E-MAIL	
			ACCOUNTS PAYABLE CONTACT	
CITY STATE ZIP			YEARS IN BUSINESS	
			D&B NUMBER	
DELIVERY ADDRESS (IF DIFFERENT FROM BILLING)				
OWNER/APPLICANT INFORMATION - REQUIRED				
OWNER/APPLICANT NAME			APPLICANT SOCIAL SECURITY NUMBER	
HOME ADDRESS - REQUIRED			PHONE NUMBER	
			E-MAIL ADDRESS	
CITY STATE ZIP			NUMBER YEARS AT CURRENT RESIDENCE	
			*Less than 2 yrs - Previous Address	
CO-OWNER/APPLICANT INFORMATION - REQUIRED IF MORE THAN ONE OWNER				
CO-OWNER/APPLICANT NAME			CO-OWNER/APPLICANT SOCIAL SECURITY NUMBER	
CO-OWNER/APPLICANT HOME ADDRESS - REQUIRED			CO-OWNER/APPLICANT PHONE	
THE FOLLOWING SECTION MUST BE COMPLETED FOR PROCESSING AND CONSIDERATION				
Type of Account - Reason for request	<input type="checkbox"/> Monthly Pay	<input type="checkbox"/> Daily Pay	<input type="checkbox"/> Additional Location	<input type="checkbox"/> Name Change
	<input type="checkbox"/> Cash Only	<input type="checkbox"/> Weekly Pay	<input type="checkbox"/> New Owner	
<b>**NOTE: Sales Tax will be charged on all purchases until a valid resale certificate or other proof of exemption is received by our Tax Department</b>				
Business Entity	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Prop	<input type="checkbox"/> LLC	<input type="checkbox"/> Gov
Business Description	<input type="checkbox"/> Car Care	<input type="checkbox"/> Dealership	<input type="checkbox"/> Tire	<input type="checkbox"/> Farm
				<input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Other

**PERSONAL GUARANTY**

In consideration of O'Reilly Auto Enterprises, LLC., "Creditor", establishing an account for Applicant(s) and/or Company, the undersigned guarantor(s), "Guarantor(s)", hereby personally guarantee(s), the full and prompt payment to Creditor of all amounts due, whether owed now or hereafter arising, on any and all accounts established on behalf of Applicant(s) and/or Company, including any related entity, subsidiary, or affiliate company, no matter where located, in existence now or established hereafter, and the performance under the terms of the application "AGREEMENT". The Guarantor(s) agree(s) and acknowledge(s) that Creditor has relied on this personal guaranty in agreeing to extend or continue the extension of 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 Guarantor(s) might otherwise be entitled to. GUARANTOR(S) WAIVE(S) TRIAL BY JURY. Guarantor(s) consent(s) to Creditor obtaining a consumer credit report on the undersigned in consideration of the extension or continuation of credit, now and in the future as deemed appropriate by Creditor. In the event of default by the Applicant(s) and/or Company in the making of any payment when due, the Guarantor(s) agree(s) to pay on demand all sums then due including interest, late charges, and all losses or expenses which may be incurred by Creditor, including but not limited to attorneys' fees. The Guarantor(s) agree(s) that this Personal Guaranty is entered into in the State of Missouri and shall be governed by the laws of the State of Missouri without regard to principles of conflicts of law and that any and all actions or proceedings arising from this Personal Guaranty shall, at the Creditor's option, be proper only in courts having subject matter jurisdiction and located in Greene County, Missouri. The Guarantor(s) consent(s) to the exclusive jurisdiction of any State or Federal Court located in Missouri and agrees that the Guarantor(s) is/are 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.

Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_

Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_

**AGREEMENT - APPLICATION MUST BE SIGNED**

The credit of the Applicant(s) and/or Company, (referred to herein as "Applicant(s)") will be considered in the evaluation of this application and any updates and additional extension of credit. Applicant(s) authorize(s) O'Reilly Auto Enterprises, LLC., (referred to herein 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 creditworthiness or financial condition of the Applicant(s). In addition, Applicant(s) consent(s) to Creditor, obtaining a consumer credit report on any person signing this application regardless of the capacity in which they are signing. Applicant(s) seeking a credit account must furnish applicable information as requested by the Creditor. Creditor reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, reduce or suspend any credit limit at any time, or terminate an existing account at any time based upon breach of this agreement; credit unworthiness of the Applicant(s); or for any other reason not prohibited by State or Federal law. Creditor also reserves the right to cancel any order, require payment in advance, or require the Applicant(s) to provide adequate assurance of performance, without any liability by the Creditor, in the event of the Applicant(s) insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Applicant(s), or the execution by Applicant(s) of an assignment for the benefit of creditors. If credit is extended, the Applicant(s) promise(s) to pay according to Creditor's payment terms as follows: Monthly accounts are due in full by the 20th day of the month following the statement date. A 2% discount may be taken if paid in full by the 10th. (Payments made with credit card are not eligible for 2% discount) Weekly accounts are due and payable in full on Friday each week. Daily accounts are due in full the next business day following purchases. Applicant(s) shall assume complete responsibility for the use of any account(s) established, and agrees to promptly review billing statements and notify Creditor of any errors or unauthorized purchase(s). Subject to applicable laws, such notification must be received no later than 60 days from the statement date on which the transaction(s) first appeared; otherwise the statement(s) will be presumed to be correct and all purchases contained therein will be presumed to be authorized and payable under the terms of this agreement. Accounts not paid within terms may be placed on a cash only basis, and assessed interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less. If an account is placed with an attorney for collection, or in the event of any litigation arising out of this Agreement, Applicant(s) shall pay all of Creditor's attorney's fees associated with such litigation, or collection of the account plus all additional collection costs whether litigation is initiated or not. The Applicant(s) agree(s) that this Credit Application and any subsequent Agreement are entered into in the State of Missouri shall be governed by the laws of the State of Missouri without regard to principles of conflicts of law and that any and all actions or proceedings arising from this Credit Application and any subsequent Agreement shall, at the Creditor's option, be proper only in courts having subject matter jurisdiction and located in Greene County, Missouri. The Applicant(s) consent(s) to the exclusive jurisdiction of any State or Federal Court located in Missouri and agrees that the Applicant(s) is/are 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. **THE APPLICANT(S) WAIVE(S) TRIAL BY JURY. ACCOUNTS ARE FOR BUSINESS 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(s) is/are a valid business entity, and further warrants that he/she is authorized to execute this application on behalf of Applicant(s).** In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, the Agreement shall be reformed so that any such provision shall be made enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability

Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_

Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_

(MUST BE OWNER AND/OR OFFICER OF COMPANY)

(REQUIRED IF PARTNERSHIP and/or CO-OWNER)