



# AUTHORIZATION TO USE NON-BUSINESS CONSUMER CREDIT REPORT

I, \_\_\_\_\_  
(name of sole proprietor; president/officer of corporation, LLC., partnership, guarantor, etc.) consent to Shepler's obtaining my consumer credit report for the purpose of evaluating my creditworthiness in connection with the extension of credit as contemplated by the Credit Application of

\_\_\_\_\_  
(name of applicant) to which this Authorization is attached.

## Requestor

## Witness

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Please be certain that this Authorization is signed before a witness before mailing/faxing to 9103 E. Alameda Rd., Houston, Texas 77054. Thank you.

**CONTINUING GUARANTY  
(Individual)**

**DEBTOR**

Name \_\_\_\_\_

Address \_\_\_\_\_

**GUARANTOR**

Name \_\_\_\_\_

Address \_\_\_\_\_

**CREDITOR**

Name Shepler's, a division of CMC Concrete Accessories, Inc.

Address \_\_\_\_\_

1. **Guaranty.** In consideration of any and all loans, advances, acceptances, discounts, extensions of credit and other financial accommodations made by Creditor to, for the account of, or on behalf of Debtor, Guarantor (whether one or more) jointly and severally guarantees to promptly pay all debts and liabilities owed Creditor by Debtor.
2. **Amount of Guaranty.** The amount of the obligations of Borrower that Guarantor guarantees is unlimited.
3. **Debts and Liabilities Guaranteed.** Guarantor guarantees all existing and future debts and liabilities of Debtor to Creditor, both principal and interest, direct and indirect, current and contingent. This Guaranty also covers Creditor's expenses (including reasonable attorneys' fees) in collecting money from Debtor after default.
4. **Nature of Guaranty.** This Guaranty requires Guarantor to pay Creditor, on demand, ALL present and future debts and liabilities of Debtor to Creditor if they are not paid on time, If any events enumerated in paragraphs 6 (a), (i) or (k) below occur, or if Debtor or Guarantor otherwise default in the terms of any obligation to Creditor. Creditor may require Guarantor to pay even though Creditor has not made any attempts to collect from Debtor or anyone else. Creditor is not required to dispose of any property held or assigned as security for the obligations of Debtor before enforcing this Guaranty against Guarantor.
5. **Unconditional/Continuing Guaranty.** This Guaranty is an absolute, unconditional and continuing guaranty of payment and not of collection. Creditor may extend any kind of credit to Debtor in any amount and upon any terms without affecting this Guaranty. The liability assumed by Guarantor is a primary and direct obligation without regard to any other obligor or security or collateral held by Creditor. Creditor is free to make any arrangements with Debtor, or with any other persons, or regarding any property held or assigned as security for the debts and liabilities of Debtor, without affecting this Guaranty. The circumstance that at any particular time or times the debts and liabilities of Debtor may be paid in full shall not affect the obligation of Guarantor with respect to any debt, liability or other obligation of Debtor to Creditor incurred after such payment in full. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, or any right of recourse to security for the debts and liabilities owed Creditor by Debtor
6. **Examples at Circumstances NOT affecting Guaranty.** Examples of some, but not all, circumstances which will NOT change or limit Guarantor's obligation on this Guaranty are: (a) death, dissolution, insolvency, liquidation, dissolution, lack of authority or business failure of, or any assignments for benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against Debtor or Guarantor, or the appointment of a receiver for, or the attachment, restraint of, or making or levying of any order of court or legal process affecting the property of Debtor or Guarantor; (b) renewal or change in the terms of any obligation of Debtor to Creditor; (c) extensions of time for payment granted by Creditor; (d) release, settlement or compromise by Creditor of any obligations of Debtor; (a) unenforceability of any obligations of Debtor-, (d) release, surrender or exchange by Creditor of any property held or assigned as security for the debts and liabilities of Debtor, (g) failure by Creditor to record, file or otherwise perfect a mortgage, security interest or other lien on any property held or assigned as security for the obligations of Debtor; (h) release by Creditor of anyone responsible for the debts and liabilities of Debtor, (i) requirement under bankruptcy laws or otherwise that Creditor refund payments of any obligation of Debtor; (j) the circumstance that at any particular time or times all debts and liabilities owed Creditor by Debtor may be paid in full; and (k) merger of any other entity into Debtor or merger of Debtor into any other entity.
7. **Notices.** No notice or demands of any kind to or from any person, are required before Creditor may enforce this Guaranty. With respect to debts payable on demand, Creditor may demand payment at anytime- Guarantor expressly waives the following: (a) notice of incurring of indebtedness by Debtor; (b) acceptance of this Guaranty by Creditor, (c) presentment and demand for payment, protest, notice of protest and notice of dishonor or non-payment of any instrument evidencing indebtedness of Debtor, (d) any demand for payment under this Guaranty, (e) notice of intent to accelerate and notice of acceleration; and (f) any legally waivable defense available to a guarantor under the laws of the State of \_\_\_\_\_ .

8. **Application of Proceeds.** If Creditor receives any payments for the obligations of Debtor, or if Creditor receives proceeds from the sale of any property securing such obligations, Creditor may use the payments or proceeds to pay any of the debts and liabilities of Debtor it chooses, whether or not such debts are due.
9. **Legal Expenses.** If Guarantor fails to honor this Guaranty then, in addition to making the payments required by this Guaranty, Guarantor must also pay Creditors expenses, including reasonable attorneys' fees, in collecting the money from Guarantor.
10. **Financial Information.** Guarantor agrees that during such time as this Guaranty shall be effective, Guarantor shall: (a) promptly furnish Creditor from time to time with such information in such form concerning the financial condition of Guarantor as Creditor may reasonably request, (b) promptly notify Creditor of any Information adversely affecting Creditors likelihood of payment by Debtor or Guarantor-, (c) make no material change in Guarantor's financial status; and (d) refrain from selling, mortgaging or pledging any real or personal property without having first obtained Creditors written consent.
11. **Failure to Exercise Rights.** Creditor may delay or fail to exercise any rights it has without losing its ability to exercise those rights at any other time.
12. **Changes to Guaranty.** The terms of this Guaranty cannot be changed unless Guarantor and Creditor agree to such changes in writing. There are no understandings between Guarantor and Creditor not expressed in this Guaranty.
13. **Prior Guaranties.** Unless otherwise indicated by Creditor in writing, this Guaranty does not replace but is in addition to any guaranties that Guarantor may have previously given Creditor and that have not been returned or canceled by Creditor.
14. **Two or More Signers/Corporate Debtor-Guarantor.** If more then one person signs this Guaranty, then each one is completely responsible and liable for all obligations under this Guaranty. Any acts of a corporate Debtor or Guarantor shall be presumed to be performed pursuant to an appropriate resolution of the board of directors or shareholders, and it is not necessary for Creditor to inquire into the capacity or powers of any corporate Debtor or Guarantor or the officers, directors, agents or employees acting or purporting to act on a corporate Debtor's or Guarantor's behalf.
15. **Successors.** This Guaranty is binding upon Guarantor's heirs, executors, administrators, successors and assigns.
16. **Guarantor's Benefit.** Guarantor represents that Guarantor will receive a direct and material benefit from the proceeds of any debt or obligation incurred by Debtor.
17. **Governing Law/Venue.** This Guaranty is payable and performable in \_\_\_\_\_, County \_\_\_\_\_ and its terms and conditions shall be governed and construed according to the laws of that State.
18. **Authorization to Obtain Consumer Credit Report.** Guarantor has consented/consent(s) to Creditors obtaining a consumer credit report on Guarantor (whether one or more) for the purpose of evaluating Guarantor's creditworthiness in connection with Debtor's application for credit and/or any and all loans, advances, acceptances, discounts, extensions of credit and other financial accommodations made by Creditor to, for the account of, or on behalf of Debtor.

**GUARANTOR HAS READ THE ABOVE GUARANTY, UNDERSTANDS IT AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.**

Dated \_\_\_\_\_, 20 \_\_\_\_\_

**INDIVIDUAL GUARANTOR**

**INDIVIDUAL GUARANTOR**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_