

# FITMAN CREEK

W H O L E S A L E

Pitman Creek Wholesale  
P.O. Box 327  
Hustonsville, KY 40437  
20 Gose Pike  
Danville, KY 40422  
859•439•2001 p  
859•439•2060 f  
info@pitmancreek.com

# CONSENT FORM

## COMMERCIAL SECURITY AGREEMENT

MUST BE SIGNED FOR APPLICATION TO BE PROCESSED

This security agreement is made and executed between

\_\_\_\_\_  
("Customer") and Pitman Creek Wholesale on the date set forth below.

For valuable consideration given, Customer grants to Pitman Creek Wholesale a purchase money security interest and a continuing security interest in the collateral and all proceeds, including but not limited to, proceeds derived from the sale of that collateral and insurance proceeds all to secure all of Customer's present indebtedness and all future indebtedness to Pitman Creek Wholesale, including with limitation, all interest, attorneys' fees, collection, and court cost fees, freight, packing, and shipping charges.

"Collateral" used herein means any equipment, inventory, goods, items, or products the Customer purchases from Pitman Creek Wholesale on credit.

Customer agrees that Pitman Creek Wholesale has rights in the collateral as a secured party under the Uniform Commercial Code to the fullest extent allowed by law in the state of Kentucky and/or in any state in which the collateral may be located, as the law exists now or in the future, or any other applicable law.

In the event of the Customer's failure to fully and timely pay the indebtedness due Pitman Creek Wholesale under this agreement, Pitman Creek Wholesale shall have all rights of a secured party under applicable law, and more specifically under the Uniform Commercial Code of Kentucky or the Uniform Commercial Code of any state in which the collateral may be located. In addition and without limitation, Pitman Creek Wholesale may exercise any and all other rights and remedies allowed by law.

Customer/Grantor of Security Interest by:

## CONSENT & PERSONAL GUARANTEE

MUST BE SIGNED FOR APPLICATION TO BE PROCESSED

The undersigned as an inducement to grant credit warrants that the information submitted is true and correct. Pitman Creek Wholesale is authorized to contact the trade references listed. In the event applicant's account becomes past due and Pitman Creek Wholesale initiates collection procedures, the undersigned agrees that said collection procedures will be conducted under the laws of the Commonwealth of Kentucky. The undersigned further consent to Pitman Creek Wholesale filing a security agreement pursuant to the UCC to secure any indebtedness owed Pitman Creek Wholesale.

Applicant agrees to pay any collection costs incurred to collect the amount balance, including reasonable attorney's fees in the event the account becomes past due. Past due accounts are charged 18% per annum from the due date. In the event that your check is returned unpaid or insufficient or uncollected funds, we may electronically debit you account for the principle amount of the check. We may generate a draft or electronically debit your account for the service fee amount due as allowed by law. Returned Check Service fee: Kentucky...\$40.00.

In consideration of credit being extended by Pitman Creek Wholesale to the named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Pitman Creek Wholesale the faithful payment when due, of all accounts of said applicant for purchases made. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of the guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to a security held by Pitman Creek Wholesale extension of time payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand payment for this guarantee.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Store Name

This information is the property of Pitman Creek Wholesale and is not distributed to any parties outside of Pitman Creek Wholesale unless authorized by applicant.