

Dear Customer,

Thank you for expressing an interest in opening a Pro Account with Guitar Center, Inc. Please take a moment to carefully complete the attached application.

Completed applications can be dropped off at any Guitar Center, Inc. location or mailed to*:

**Guitar Center, Inc.
Attn: A/R DEPT.
PO Box 5111
Thousand Oaks, CA 91359-5111**

Please allow ten (10) business days for processing. For questions regarding the status of your application, feel free to call 818-735-8888, x2654.

Note: Applications that are incomplete or illegible will be returned, if possible, for correction by the applicant. This will substantially increase the processing time.

Thanks again for your interest.

Guitar Center, Inc.
Pro Account Credit Application
PO Box 5111
Thousand Oaks, CA 91359-5111
818-735-8888, x2654 Phone
818-735-7546 Fax

Salesperson # _____

Store # _____

Company / Artist Name _____
 DBA / Personal Mgmt. _____
 Physical Address _____
 City, State, Zip _____
 Contact Name _____ Title _____
 Contact's Email _____ Phone (____) _____ - _____ Fax (____) _____ - _____

Billing Address _____
(if different from physical address)
 City, State, Zip _____
 Billing Contact _____ Phone (____) _____ - _____ Fax (____) _____ - _____

Business Mgr. _____ Phone (____) _____ - _____ Fax (____) _____ - _____
(if applicable)

State of incorporation: _____ Year of incorporation: _____ State Tax ID #: _____

Type of entity: Sole Proprietorship Partnership Corporation Limited Liability Corp. Government Agency
(Please circle one. Note: a personal guarantee may be required for entities OTHER THAN government agencies.)

Do you sell musical equipment? Y N Are you exempt from sales tax? Y N Company web address: _____

Note: Please fax a copy of your state's resale certificate of exemption if you have non-taxable status. This documentation must be submitted before exemption status is granted. Guitar Center, Inc. policy is to NOT grant tax exemption status until these documents are provided.

Will a purchase order be issued for transactions? Y N over \$ _____ Are your PO's written or verbal? W V
(Please circle one)

Is verbal authorization required to make a purchase? Y N Contact: _____ Phone (____) _____ - _____

Authorized Users

Name: _____	DL# _____	Pickup / Order / Both
Name: _____	DL# _____	Pickup / Order / Both
Name: _____	DL# _____	Pickup / Order / Both
Name: _____	DL# _____	Pickup / Order / Both
Name: _____	DL# _____	Pickup / Order / Both

List the name of four (4) trade references, and a banking reference, along with their phone and fax numbers. The processing of your application will not begin unless this information is provided.

Ref #1: _____	Phone (____) _____ - _____	Fax (____) _____ - _____
Ref #2: _____	Phone (____) _____ - _____	Fax (____) _____ - _____
Ref #3: _____	Phone (____) _____ - _____	Fax (____) _____ - _____
Ref #4: _____	Phone (____) _____ - _____	Fax (____) _____ - _____
Checking Acct #: _____	Savings Acct #: _____	

The above information is provided for the purpose of extending credit to our company on Guitar Center, Inc.'s terms of "Net 30" days. To the best of my knowledge and belief, the information is accurate and may be relied upon in making your credit decision. I authorize our bank and suppliers to furnish Guitar Center, Inc. any/all information necessary to complete this evaluation. By signing this application, I certify that I have received, read and agree to the terms of the Credit and Security Agreement.

Signature: _____ Date: _____
 Printed Name: _____ Credit Line Requested \$ _____
 Title: _____

FOR OFFICE USE ONLY		
Approved _____	Denied _____	Letter mailed to customer on: _____
Customer No. Issued: _____	The initial credit line is \$ _____ and may be raised to \$ _____.	
Special instructions: "MUST HAVE WRITTEN PO!" "CUSTOMER IS TAX EXEMPT IN THEIR HOME STATE!" "GET VERBAL AUTHORIZATION!"	Other: _____	
Approval _____	Date: _____	



GUITAR CENTER, INC.
CREDIT AND SECURITY AGREEMENT

1. **SCOPE OF AGREEMENT.** This Agreement governs the terms and conditions of your Account. It is intended to govern all charges on your Account made by you or any person authorized to use this account. This Agreement and all charges on the Account are at all times subject to our prior written consent and approval. Nothing on this Agreement shall be constituted as a guarantee or assurance of credit approval by Guitar Center, Inc.
2. **LINE OF CREDIT.** Upon approval of your Guitar Center, Inc. Credit Application, we will advise you of your line of credit. We may increase or decrease your line of credit from time to time in our sole and absolute discretion. If you exceed your line of credit you will be in default.
3. **CREDIT TERMS.** All invoices are due within 30 days of the date of purchase. If payment is not received at the Guitar Center, inc. Management Office within the 30 days, a Late Payment Fee will be charged. This fee will be charged every 30 days to each invoice based on the balance due at that time. The following Late Payment Fee schedule will apply:

Balance Due	Fee
\$0.00 - \$2,000	\$40.00
\$2,000 - \$5,000	\$55.00
over \$5,000	\$10.00

4. **PROMISE TO PAY.** All payments must be mailed or delivered to Guitar Center, Inc., A/R DEPT, PO Box 5111, Thousand Oaks, CA 91359-5111, or to such other location as we may from time to time advise. You agree to pay us in U.S. dollars for all purchases, including applicable late payment fees and other charges or fees incurred by you or anyone you authorize or permit to use your Account, even if you do not notify us that others are using your Account. All checks must be drawn on funds on deposit in the U.S. We have the right to accept late payments or partial payment or checks and money orders marked "payment in full" without losing any of our rights under this Agreement. You agree to pay us a late payment fee in the full amount permitted under this Agreement or such lesser amount as required by the law of your state of residence.
5. **RETURNED CHECK FEE.** If any check sent to us in partial or full payment on your Account is returned to us unpaid by your bank, we have the right to charge you a processing fee up to the maximum allowed by law. This fee is not imposed if you live in any state, or in any amount not permitted by law.
6. **SECURITY INTEREST.** By signing this Agreement you hereby grant to Guitar Center, Inc. a security interest under the Uniform Commercial Code in all merchandise charged to your Account. If you do not make payments on your account as agreed, the security interest allows us to repossess only the merchandise that has not been paid in full. You are responsible for any loss or damage to the merchandise until the price is fully paid. You agree to sign and deliver such documents as we may reasonably request, including a UCC-1 Financing Statement, to complete or consummate any transaction contemplated herein. This Agreement shall constitute a security agreement within the meaning of the California Uniform Commercial Code or any equivalent statutes of any other state.
7. **DEFAULT-COLLECTION COSTS.** If you make a false statement on your Application, do not make payment by the Due Date, or seek protection in bankruptcy, it will be considered a default. If you default under this Agreement in any way, Guitar Center, Inc. shall be entitled to exercise any and all remedies allowed under the California Commercial Code and under applicable California law. If your Account is referred to an attorney and/or collection agency and we prevail in a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorney's fees and/or collection fees, or such lesser amount as may be permitted by applicable law.
8. **CHANGE IN TERMS OR FEES.** To the fullest extent permitted by applicable law, we reserve the right to charge any term or part of the Agreement, including the amount and method of calculating the Late Payment Fee, by sending you 10 days written notice, and to apply any such changed terms to the balance of the Account at the time of the change, as well as, to future balances.
9. **CANCELLATION.** We may cancel this Agreement as it relates to future purchase at any time.
10. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state of California.
11. **CHANGE OF ADDRESS.** You will inform us if you change your address.
12. **CREDIT INVESTIGATION AND DISCLOSURE.** By signing this Agreement, you are hereby authorizing us to investigate your credit, employment and income records, and the right to verify your credit references. We may provide information about our credit and other experience with you to credit bureaus and other interested parties.
13. **CREDIT AUTHORIZATIONS.** Some purchases will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of anyone to accept or honor your credit.
14. **UNAUTHORIZED USE LIABILITY.** You may be liable for unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us of the change in authorized personnel. Notification must be in writing and mailed to Guitar Center, Inc., A/R DEPT, PO Box 5111, Thousand Oaks, CA 91359-5111, or verbally by calling (818) 735-8888, x2654.
15. **WARRANTIES.** Nothing contained herein shall constitute a warranty or representation on the part of Guitar Center, Inc. as to the merchantability or fitness for a particular use of any product purchased by the customer.
16. **ASSIGNMENT OF ACCOUNT.** You are not permitted to assign or transfer your rights under this Agreement to any party without the prior written consent of Guitar Center, Inc. We may sell or assign all or any part of your Account to another creditor without further notice to you. If we do, the notice below, which is required by federal law, is intended to protect any claim or right you have against us.

NOTICE: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of the goods or service obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.