

COMMERCIAL CREDIT APPLICATION

Name of Business _____
 Address _____
 City _____ State _____ Zip Code _____
 Line of _____
 Phone _____ Credit Desired _____
 Home Office Location _____ Phone _____

- Corporation
- Subsidiary Corp.
- Joint Venture
- Sole Proprietor
- Partnership
- Gov't Agency
- Gov't Funded Project
- Other _____

Current audited financial statement attached? Yes No If no, explain _____

Type of Business _____ How long in business? _____ Years

COMPANY OFFICERS OR

PARTNERS:

| | | | |
|--|--------|---------|---------|
| | (NAME) | (TITLE) | (PHONE) |
| | (NAME) | (TITLE) | (PHONE) |
| | (NAME) | (TITLE) | (PHONE) |
| | (NAME) | (TITLE) | (PHONE) |

If subsidiary,

name of parent company _____

Address _____

Billing Address(if other than above) _____

Billing Instructions (Person or department to whom billing should be sent) _____

Special information required on statement _____

Purchase Order required Yes No What Product(s) are Gasoline Diesel Other T.B.A.

(obtain sample) No to be Charged?

Name of officer to contact for further credit information: _____
 (NAME) (TITLE) (PHONE)

BANKING INFORMATION:

1. _____ Address _____ Savings No. _____
 Checking No. _____
 Loan No. _____
2. _____ Address _____ Savings No. _____
 Checking No. _____
 Loan No. _____

Trade References:

| | |
|------------------------|--|
| Name _____ Phone _____ | |
| Address _____ | |
| Name _____ Phone _____ | |
| Address _____ | |
| Name _____ Phone _____ | |
| Address _____ | |

Name of All Persons Authorized to Use Account

| | |
|--|--|
| | |
| | |
| | |
| | |

SIGN ON REVERSE SIDE

MERCHANT'S CREDIT ACCOUNT CONTRACT AND SECURITY AGREEMENT

- Contract Payment.** Buyer agrees to pay for all merchandise purchased on this account as indicated herein: Balance is due and payable by the tenth of the month following the date of the statement.
- Security Interest in Merchandise.** Buyer hereby grants to Seller a purchase money security interest under the Uniform Commercial Code in all non-perishable merchandise purchased on this account until paid for by Buyer. Buyer agrees to sign, upon request any instrument, document or papers and to do all acts seller may require to protect or perfect sellers security interest in merchandise sold under this agreement. Buyer agrees not to transfer, sell or otherwise encumber said merchandise until such time as Buyer's performance under this agreement is completed. Buyer is responsible for any loss or damage to the merchandise until the price is fully paid.
- Default.** Any sale, transfer, subjection of the merchandise to any encumbrance or failure to make a payment when due shall constitute an event of default. In the event of default. Seller shall be free to exercise all remedies permitted under state law including, but not limited to, repossession of merchandise.
- Acceleration.** In the event of default by Buyer under this agreement, Seller may immediately declare the entire unpaid balance of the account due and payable.
- Attorneys' Fees and Costs.** In the event of default, Seller may charge Buyer its reasonable costs including attorneys fees and collection costs.
- Credit Investigation and Disclosure.** Seller has the right to investigate Buyer's credit and financial records, to verify Buyer's credit references and to report Buyer's performance of this agreement to credit bureaus or other interested parties.
- Contract Subject to Approval of Seller's Credit Sales Department.** This agreement is subject to the approval of Seller's Credit Sales Department.
- Waiver.** No claim, right or remedy of Seller arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing, and is signed by a Owner of Seller's Company or a Credit Central Manager.
- Integration.** The terms and conditions set forth in this contact constitute a complete and exclusive statement of the agreement between Seller and Buyer. Any oral agreements or understanding to the contrary shall be of no effect. This contract can be modified by written amendment signed by both parties.
- Use of Merchandise.** Buyer agrees that merchandise purchased under this contract is primarily for commercial or business purposes.

Name of Business _____

By _____ Title _____

Date _____

FOR SELLER'S USE ONLY

Branch Office Name _____ City _____

Customer Since/No. of Years _____ Branch/Office Manager Comments _____

Home Office Decision: **APPROVED** **DENIED** **DATE** _____

Decision By: _____

Restrictions/Conditions: _____

PERSONAL GUARANTY

The undersigned, in consideration of _____ (hereinafter referred to as "Creditor") having extended credit to _____ (hereinafter referred to as "Customer") hereby unconditionally guarantees to Creditor the prompt payment on all amounts now owing or which may hereafter be owing to Creditor from the Customer on account of such extensions of credit, or any extension or renewal thereof, however and whenever made. This undertaking shall operate as a continuing and absolute guaranty and shall remain in full force and effect until the actual receipt by Creditor of a revocation in writing signed by the Undersigned, it being understood that any such revocation shall be effective only as to additional new charges or credits after the receipt thereof.

Notice of the acceptance of this guaranty and notice of transactions entered into in reliance hereon are hereby waived. The Undersigned agrees that liability hereunder shall not be affected by any extension of time or other forbearance or indulgence of favor granted to Customer, or by the release or modification of any security or the release of any guarantor, whether or not notice thereof shall be given to the Undersigned, or by the neglect or failure of Creditor to take any action with respect to any security, right, obligation, endorsement or guaranty which it may at any time hold, or by any change by the Customer in the former manner of doing business, whether by incorporation, consolidation, merger, partnership formation or change in membership, or otherwise.

The Undersigned also waives all requirements of notice, demand, presentment or protest in case of any default by the Customer and any right which the Undersigned might otherwise have required Creditor first to proceed against the Customer or against any security held by it before proceeding against the Undersigned for the enforcement of this guaranty.

If there be more than one guarantor executing this guaranty, their obligation hereunder shall be joint and several. In that case the word "Undersigned", shall be deemed to apply against each guarantor and Creditor shall be entitled to full recovery of the obligation of this guaranty against each, but shall retain only one satisfaction.

This instrument is intended to take effect as a sealed instrument and the validity and construction hereof shall be determined by the law of the state of _____.

DATED: _____

_____ Customer Signature

Date of Birth: _____

_____ Printed Name

Social Security Number: _____