



**Credit Agreement/Application**

Legal/Registered Name of Business: \_\_\_\_\_  
(If sole proprietor, put Applicant's name)

**Background Information:**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date Established: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type/Area of Business: \_\_\_\_\_

Corporate: \_\_\_\_ Limited Liability Co: \_\_\_\_ Partnership: \_\_\_\_ Sole Proprietor: \_\_\_\_ Gov. Agency: \_\_\_\_ Other: \_\_\_\_

State of Formation / Incorporation: \_\_\_\_\_ If other than Kansas, registered to do business in Kansas? Yes or No

Federal Tax ID #: \_\_\_\_\_ Social Security # (If Sole Proprietor): \_\_\_\_\_

Company Billing Address (If different than above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name and telephone number of accounts payable contact: \_\_\_\_\_

**Credit Requested:**

DESIRED LINE OF CREDIT \$: \_\_\_\_\_

ESTIMATED MONTHLY PETROLEUM USAGE (Designate gallons or dollars): \_\_\_\_\_

**Principal Owners, Officers Partners ("Guarantors"):**

Name/Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Bank Reference:**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

Account Number: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_





**Industry Trade References:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Legal Proceedings:**

Is Applicant currently insolvent or been insolvent within the past year?

Yes: \_\_\_\_ No: \_\_\_\_ If so, when? \_\_\_\_\_

Has Applicant or any of its primary owners declared bankruptcy within the last five years?

Yes: \_\_\_\_ No: \_\_\_\_ If so, when? \_\_\_\_\_

Has Applicant been a defendant in any legal actions within the past two years? Yes: \_\_\_\_ No: \_\_\_\_

If yes, when? \_\_\_\_\_ If yes, please identify Case Caption and Case No.: \_\_\_\_\_

If yes, please identify the court where case is pending? \_\_\_\_\_ Is the case still pending? \_\_\_\_ Yes \_\_\_\_ No

**THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING CREDIT INFORMATION AND IS WARRANTED BY APPLICANT TO BE TRUE. BY YOUR SIGNATURE HEREON, CONSUMER OIL & PROPANE IS AUTHORIZED TO CONDUCT WHATEVER CREDIT INVESTIGATION IT DEEMS NECESSARY, INCLUDING PERSONAL CREDIT HISTORY OR OTHER PERSONAL INFORMATION, TO DETERMINE APPLICANT'S CREDIT AND FINANCIAL RESPONSIBILITY. BY YOUR SIGNATURE BELOW, THE UNDERSIGNED APPLICANT AGREES THAT ANY EXTENSION OF CREDIT FOLLOWING APPROVAL OF THIS AGREEMENT/APPLICATION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS ON THIS CREDIT AGREEMENT/APPLICATION, AND THE ATTACHED TERMS AND CONDITIONS AND SECURITY AGREEMENT.**

**YOU AFFIRM AND REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT/APPLICATION ON BEHALF OF APPLICANT AND THAT YOU HAVE READ THE "TERMS AND CONDITIONS" AND "SECURITY AGREEMENT" AND AGREE TO BE BOUND BY THEM. THIS CREDIT AGREEMENT/APPLICATION, GUARANTY, AND TERMS AND CONDITIONS AND SECURITY AGREEMENT CONTAIN THE ENTIRE AND ONLY UNDERSTANDING BETWEEN APPLICANT AND CONSUMER OIL & PROPANE RELATING TO THE SUBJECT OF THE MATTER HEREOF. NO PROVISION OF THIS AGREEMENT CAN BE WAIVED, AMENDED OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF CONSUMER OIL & PROPANE.**

**CAREFULLY READ THE TERMS OF THIS AGREEMENT AND THE ATTACHED TERMS AND CONDITIONS AND SECURITY AGREEMENT BEFORE SIGNING. THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS THAT IMPACT YOUR RIGHTS. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**





APPLICANT NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE OF APPLICANT: \_\_\_\_\_

APPLICANT'S PRINTED NAME: \_\_\_\_\_

APPLICANT'S TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

(SEE ATTACHED FOR TERMS AND CONDITIONS AND SECURITY AGREEMENT)





## TERMS AND CONDITIONS AND SECURITY AGREEMENT

This Terms and Conditions and Security Agreement (the "Agreement") between the Applicant identified in the front page hereof in the Credit Agreement/Application hereto ("Applicant") and Consumer Oil & Propane is entered into in consideration of the extension of credit by Consumer Oil & Propane to the Applicant on the following terms and conditions;

1. **SCOPE:** This Agreement and each invoice for inventory, goods or services to be provided by Consumer Oil & Propane to Applicant govern the terms and conditions of all charges on Applicant's credit account ("Account") from the date of this Agreement until terminated. Consumer Oil & Propane reserves the right to grant, revoke, or modify the terms of the Account at any time and nothing in this Agreement shall be construed as a guarantee or assurance of any extensions of credit on the Account at any time.

2. **PAYMENT:** The Applicant shall pay the Account in U.S. dollars, in accordance with the terms of each product sold and as stated on the "Terms Acknowledgement" sheet.

3. **FINANCE CHARGE, COLLECTION COSTS:** If Applicant has not paid all sums due Consumer Oil & Propane by the due date stated on the invoice a minimum monthly finance charge of 1.5% per calendar month or the highest amount legally allowed shall accrue and be payable each month until paid in full. The waiver of a finance charge or any portion thereof shall not be deemed to be a waiver of any future finance charges. Should it become necessary to place the account with a collection agency or attorney for collection, Consumer Oil & Propane shall be entitled to its attorneys' fees, paralegal fees, collection costs, expenses and prejudgment interest on any damage claim in addition to all other sums due. Applicant will pay a returned check fee equal to the greater of \$25 or the maximum allowed by law. The provisions of this Section shall survive the termination of this Agreement.

4. **SECURITY AGREEMENT:** This Agreement shall constitute a security agreement within the meaning of the Uniform Commercial Code ("UCC"). Applicant hereby grants a security interest to Consumer Oil & Propane in: (i) all inventory and goods purchased by Applicant from Consumer Oil & Propane, (whether shipped to Applicant or Applicant's customers and whether retained or returned by such customers) and the proceeds of such goods, as defined by the UCC ("Proceeds"); (ii) all receivables of Applicant arising from any source whatsoever; (iii) all records, writings, papers and data kept or relating to any part or component of the foregoing collateral, in all forms (written, photographic, microfilm, microfiche, electronic or otherwise, and the computer software and other media, together with its related hardware and equipment, as may be required to utilize, create, maintain, process and retrieve the same); (iv) the accounts of the Applicant, as defined by the UCC; (v) all of the Applicant's inventory, as defined by the UCC; and (vi) all accessions, substitutions and additions thereto, and all Proceeds thereof ("Collateral"), to secure payment and performance of all debts, liabilities and obligations of Applicant to Consumer Oil & Propane including, without limitation, obligations arising under this Agreement or any invoice, of any kind whatever and however or whenever incurred. Applicant further authorizes Consumer Oil & Propane to file a financing statement without Applicant's signature to perfect the security interest of Consumer Oil & Propane without the signature of the Applicant.

5. **APPLICANTS COVENANTS:** Applicant shall (i) provide Consumer Oil & Propane with at least fifteen (15) days prior notice of any changes in Applicant's legal name, state of formation, incorporation, ownership principal place of business or residence; (ii) not misuse or abuse the Collateral or allow it to deteriorate; (iii) keep the Collateral fully insured against any and all risks of loss whatsoever; (iv) not change its form of organization nor combine or merge with any other entity without first obtaining Consumer Oil & Propane's prior written consent; (v) except with respect to sales to Applicant's customers in the ordinary course of business, sell, transfer or encumber the Collateral in any manner whatsoever; or (vi) cause the Collateral to be maintained at any location other than the Applicant's "Address" as set forth in the Credit Application (as may be changed from time to time by Applicant on prior notice to Consumer Oil & Propane) except with respect to sales to Applicant's customers in the ordinary course of business.





6. **DEFAULT:** If (i) Applicant makes a false statement on this Agreement, (ii) Applicant breaches any of its covenants or fails to perform any of its obligations hereunder, (iii) Applicant fails to make any payment on the Account when due: or (iv) Applicant or any guarantor of Applicant's obligations under this Agreement becomes insolvent, files a petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, then Applicant shall be in default under this Agreement and all sums owed by Applicant shall become immediately due and payable in full without further notice or demand, and Consumer Oil & Propane shall be entitled to exercise any and all remedies Initials Page 3 of 4 available to it at law or in equity, including, without limitation, its rights as a secured creditor of Applicant. Without limiting the generality of the foregoing, Consumer Oil & Propane may enter Applicant's premises without legal process and take possession of the Collateral. If the amount received on the sale of repossessed goods is insufficient to pay the full amount owed to Consumer Oil & Propane, Applicant agrees to pay the amount of such deficiency. Applicant waives any and all rights it may have under the UCC with respect to the enforcement of Consumer Oil & Propane's security interest in the Collateral and disposition thereof to the maximum extent permissible by law. Any requirement of reasonable notice of disposition of the Collateral shall be satisfied if such notice is mailed to Applicant's billing address at least ten (10) days before such disposition.

7. **CARDLOCK SYSTEM:** Applicant agrees that it and any person using the Cardlock cards delivered to Applicant shall promptly notify Consumer Oil & Propane of any malfunctioning of the Cardlock system of which Applicant or such person becomes aware. Applicant agrees that Consumer Oil & Propane shall not be responsible for any damage or loss, including without limitation incidental or consequential damages to Applicant, or any person using the Cardlock cards delivered to Applicant, which may result from the Cardlock system's failure to provide fuel or perform in any other matter. Applicant's right to purchase fuel through the Cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Consumer Oil & Propane. Upon termination, Applicant agrees to immediately surrender all Cardlock cards issued to Applicant and to immediately pay all outstanding sums owing to Consumer Oil & Propane. Consumer Oil & Propane shall refund any deposit to Applicant when all cards are returned and all amounts owing to Consumer Oil & Propane are paid in full.

8. **GOVERNING LAW:** This Agreement is governed by the laws of the State of Missouri without regard to its internal laws respecting conflicts of law. The Applicant accepts unconditionally the exclusive jurisdiction within the Circuit Court of Buchanan County, Missouri over any action or proceeding arising out of this Agreement and waives any claim that the State of Missouri is not a convenient forum or the proper venue. The provisions of this Section shall survive the termination of this Agreement.

9. **EXECUTION BY FACSIMILE:** Applicant and Consumer Oil & Propane agree that execution of signature pages of this Agreement. The Credit Application, and any attached documents hereto, followed by transmission of such pages by facsimile/tele-copier will be legally binding upon each party.

10. **REPRESENTATIONS AND WARRANTIES.** Applicant hereby represents and warrants to Consumer Oil & Propane each of the statements and matters hereinafter set forth in this Section. a. Authority to Enter into Agreement: This Agreement is duly authorized, executed, and delivered by Applicant, and all documents executed by Applicant, which are to be delivered to Consumer Oil & Propane related to this Agreement, will be duly authorized, executed, and delivered by Applicant, and are legal, valid, and binding obligations of Applicant, and do not violate any provision of any agreement, order, bankruptcy, or other judicial proceeding to which Applicant is a party or to which Applicant is subject. b. Accuracy. The information included in this Agreement and documents and other information, including financial statements, provided by Applicant pursuant to this Agreement are accurate, complete, and true as of the date of this Agreement and does not represent a misrepresentation of the Applicant or the Applicant's financial standing. c. Reliance. Applicant acknowledges that Consumer Oil & Propane intends to and will rely upon the information provided by Applicant pursuant to this Agreement. d. The provisions of this Section shall survive the termination of this Agreement.





11. WAIVER. No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, time being of the essence in the performance of this Agreement

12. INDEMNIFICATION. Applicant agrees to indemnify and hold Consumer Oil & Propane harmless from any and all liabilities, damages, suits, claims, expenses, fines, proceedings, costs and attorneys' fees arising out of or related in any way to Applicant's breach of this Agreement or arising out of or related in any way to the products purchased by Applicant from Consumer Oil & Propane pursuant to this Agreement.

Initials \_\_\_\_\_





CONSUMER OIL & PROPANE
PERSONAL GUARANTY FOR EXTENSION OF CREDIT

In consideration of Consumer Oil & Propane (the "Lender") extending credit and/or providing other financial accommodation to the Applicant identified on Credit Agreement/Application, hereto, (the "Applicant"), the undersigned (collectively the "Guarantors"), jointly and severally hereby guarantee the full and prompt payment of any and all indebtedness of Applicant at any time and from time to time, to Consumer Oil & Propane (hereinafter referred to as "Indebtedness"); and further agree to personally, absolutely, directly, without recourse, and unconditionally guaranty the payment of all sums owed by Applicant to Lender now or in the future and the Guarantors further agree to pay all expenses, including reasonable attorneys' fees and legal expenses, paid or incurred by the Lender in endeavoring to collect the Indebtedness and in enforcing this Guaranty.

The Guarantors authorize the Lender to obtain credit and financial information concerning him or her at any time and from any source. The liability of the Guarantors hereunder is direct and unconditional. Guarantors understand the risks of this Guaranty, the financial hazard involved, including the tax risks, and the risk that Guarantors may be obligated for the Indebtedness. Guarantors recognize that Guarantors' delivery of the guaranty hereunder involves a high degree of financial risk. Guarantors are in a financial position to afford such risk. Guarantors have adequate means for providing for Guarantors' current needs and contingencies, even if Guarantors are required to make payment on the guaranty. Except as prohibited by applicable law, Guarantors waive any right to require Lender (A) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of sums owed by Applicant to Lender, or notice of any action or non-action on the part of Lender in connection with sums owed by Applicant to Lender; (B) to proceed directly against or exhaust any collateral held by Applicant, any other guarantor, or any other person; (C) to pursue any other remedy within Lender's power; (D) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantors is commenced, there is outstanding sums owed by Applicant to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to Lender at law or in equity other than actual payment the sums owed by Applicant to Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. Guarantors agree to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and expenses, incurred in connection with the enforcement of this Agreement. The guaranty provided pursuant to this Guaranty shall continue so long as Applicant has any sums due and outstanding to Lender. The provisions of this Agreement shall survive termination of the Applicant's underlying credit application agreement with Lender.

IN WITNESS WHEREOF. This Guaranty has been executed and delivered by the Guarantors as of the date written below:

Guarantor Printed Name, Guarantor Signature, Date, Street Address, City and State, Zip Code (repeated twice)

(SEE ATTACHED FOR TERMS AND CONDITIONS AND SECURITY AGREEMENT)





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Initials \_\_\_\_\_





**CONSUMER OIL & PROPANE  
CREDIT TERMS OF ACKNOWLEDGEMENT**

The Applicant shall pay the Account in U.S. dollars, in accordance with the terms listed below for each type of product sold. The Applicant understands that the terms are calculated from date of delivery. The Applicant understands that statements will not be sent and it's the responsibility of the Applicant to ensure invoices are paid within terms.

Product: Oils and Greases \_\_\_\_\_ Terms: Net 30 Days \_\_\_\_\_

Product: Miscellaneous \_\_\_\_\_ Terms: Net 30 Days \_\_\_\_\_

Product: Gas and Diesel \_\_\_\_\_ Terms: Net 7 Days \_\_\_\_\_

Product: \_\_\_\_\_ Terms: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE OF APPLICANT: \_\_\_\_\_

APPLICANT'S PRINTED NAME: \_\_\_\_\_

APPLICANT'S TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

