

Date Approved:	
Approved By:	
Customer Acct No:	

COMMERICAL CREDIT APPLICATION CHECKLIST

1 **COMMERICAL WHOLESALE CREDIT APPLICATION** SALESPERSON: _____

2 **ELECTRONIC FUNDS TRANSFER AUTHORIZATION**

Photocopy of check with routing and account number

3 **CONTINUING GUARANTY OF CREDIT**

4 **OPERATING STATES:** TEXAS NEW MEXICO OKLAHOMA KANSAS COLORADO

LOUISIANA

5 **PERMIT TYPES** (You May Be Required to List Multiple Licenses. Please Provide License Number Were Applicable)

*DISTRIBUTOR / SUPPLIER
(Attach Photocopy of Permit)

JOBBER / DEALER / C-STORE OWNER

*DYED DIESEL FUEL BONDED USER- TEXAS
(Attach Photocopy of Permit)

*AG/DD – DYED DIESEL END USER SIGNED STATEMENT- TEXAS
(Complete and Sign Form)

*NEW MEXICO NON-TAXABLE TRANSACTION CERTIFICATE (RESALE)
(NM CRS Number & Cert)

GOVERNMENTAL / NONPROFIT / EDUCATIONAL EXEMPTION
(Complete and Sign Form)

SALES & USE TAX EXEMPTION OR RESALE CERTIFICATE
(Attach Photocopy of Certificate)

6 **PRODUCTS REQUESTED:** GASOLINE HWY DIESEL DYED DIESEL LPG OIL / LUBES

7 **TRANSMISSION METHODS:**

PRICE NOTICES – EMAIL _____ FAX _____ DTN: (ID) _____

INVOICES / EFT NOTICES EMAIL _____ FAX _____ DTN: (ID) _____



COMMERCIAL CREDIT APPLICATION

801 N Main | PO Box 788 | Friona, TX 79035 | Phone (800) 299-3991 | Fax (800) 878-9753 | www.kendrickoil.com

Date: _____

1. Legal Name of Business _____ Federal Tax Identification No. _____

Name of Comptroller or Person to Contact Regarding Credit Problems: _____

2. DBA Name (if different from legal name): _____

3. Mailing Address: _____ City: _____ State: _____ Zip: _____

4. Street Address: _____ City: _____ State: _____ Zip: _____

5. Main Phone No.: (____) _____ Email: _____ Fax: (____) _____

6. Type of Entity: Corporation Limited Liability Company Partnership Limited Partnership Sole Proprietorship

7. Years in Business: _____ 8. Credit Limit Requested _____ 9. Estimated Volume (Gallons / month) _____

10. OWNERSHIP INFORMATION (List Owner(s) Partner(s) Shareholders Names, please attach additional sheet if necessary)

a. Name: _____ SSN # _____ % Ownership _____

Address: _____ City _____ State _____ ZIP _____

b. Name: _____ SSN # _____ % Ownership _____

Address: _____ City _____ State _____ ZIP _____

11. BANK REFERENCE

Name of Bank _____ Address _____

Phone (____) _____ Fax (____) _____ Officer _____

12. CREDIT REFERENCES List Companies (Credit Vendors)

a. Company Name _____ Phone (____) _____ Fax (____) _____

b. Company Name _____ Phone (____) _____ Fax (____) _____

c. Company Name _____ Phone (____) _____ Fax (____) _____

Release of Credit Information

The undersigned, whether Individual, Corporation, Limited Liability Company, Partnership or Limited Partnership; whether male or female, and whether one or more than one, is hereinafter called the CUSTOMER.

CUSTOMER hereby authorizes his / her / its bank, creditors, and other persons or entities with whom applicant is doing business or who have knowledge of the applicant's financial affairs, to release to KENDRICK OIL COMPANY information regarding applicant's credit history and other financial information regarding applicant.

CUSTOMER certifies the information contained in this application is correct and given for the purpose of obtaining credit. By accepting this application, KENDRICK OIL COMPANY has no obligation to extend credit to CUSTOMER. CUSTOMER authorizes KENDRICK OIL COMPANY to obtain such information as it may require concerning this application, and agrees that such information shall remain the property of KENDRICK OIL COMPANY whether or not credit is granted. KENDRICK OIL COMPANY may reexamine or reevaluate CUSTOMER'S creditworthiness at any time, and CUSTOMER agrees to submit current financial information to KENDRICK OIL COMPANY upon request.



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CREDIT AGREEMENT

In consideration of any credit extended to CUSTOMER by KENDRICK OIL COMPANY, for goods sold to CUSTOMER or other authorized buyers, on an open account basis, CUSTOMER hereby agrees to the following:

- 1. CUSTOMER will pay KENDRICK OIL COMPANY all indebtedness now or hereafter owing by CUSTOMER on a continuing basis including all amounts due for purchases, finance charges, and any other charges assessed to CUSTOMER'S account. CUSTOMER will pay CUSTOMER'S account in full within ten (10) days from the date of sale. The date of sale shall be the date that goods are delivered to CUSTOMER. In consideration of credit being extended, the undersigned person in his/her individual capacity personally guarantees all indebtedness owed by CUSTOMER to KENDRICK OIL COMPANY. The undersigned further agrees this guaranty is absolute, complete, and continuing, and no notice of CUSTOMER'S indebtedness or any extension of credit need to be hereafter given.
2. If CUSTOMER fails to pay CUSTOMER'S account in full within the aforesaid period, CUSTOMER will be in default under the terms of this Agreement and agrees that there will be finance charges assessed against any amount not so paid at the rate of 1 1/2% per month until paid. The finance charges so assessed and which CUSTOMER agrees to pay is an ANNUAL PERCENTAGE RATE OF EIGHTEEN (18) PERCENT.
3. KENDRICK OIL COMPANY will apply payments received from CUSTOMER in the following order: first, to accrued but unpaid finance charges from previous billing statements; next, to accrued but unpaid finance charges included in the most recent billing statement; and finally, to purchases and other debits charged to CUSTOMER'S account, in the order posted to the account.
4. Disputed invoices or errors should be received within thirty (30) days of a given statement date. CUSTOMER remains obligated to pay the non-disputed balance due.
5. All sums payable under this Agreement shall be paid to KENDRICK OIL COMPANY at P.O. Box 788, Friona, Texas 79035, or at any other place that KENDRICK OIL COMPANY designates in writing.
6. In the event it becomes necessary to engage an attorney or collection agency for the purpose of collecting a past due account, CUSTOMER agrees to pay all costs of collection, including reasonable attorney's fees, to KENDRICK OIL COMPANY.
7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, and exclusive venue is in Parmer County, Texas.
8. KENDRICK OIL COMPANY may, at any time and to the extent not prohibited by applicable law, change the terms and conditions of CUSTOMER'S account by mailing written notice, in accordance with applicable law, to CUSTOMER at CUSTOMER'S last known billing address.
9. Either party shall have the right to terminate this Agreement as to future transactions at any time with or without known reason by immediately providing written notice to the other party. Termination of this Agreement by either party shall not affect CUSTOMER'S liability under this Agreement for indebtedness incurred before the notice of termination becomes effective.
10. Notice to KENDRICK OIL COMPANY must be sent to the address shown on CUSTOMER'S latest monthly billing statement, to be effective when received. Notice to CUSTOMER will be sent to the most recent address provided to KENDRICK OIL COMPANY by CUSTOMER, to be effective when deposited in the U.S. Mail, postage prepaid, unless otherwise stated in the Notice.
11. CUSTOMER will notify KENDRICK OIL COMPANY if CUSTOMER changes his / her / its name or address.
12. The undersigned is authorized to bind the Applicant to KENDRICK OIL COMPANY accordingly.
13. KENDRICK OIL COMPANY may waive or decline to enforce its rights under this Agreement at any time without losing them. If any provision of this Agreement is held to be unenforceable, that determination will not affect the validity of the remaining provisions of this Agreement.

EXECUTED this ___ day of _____, 20__

Customer Signature

Title

ACCEPTED AND EFFECTIVE this ___ day of _____, 20__

Kendrick Oil Co. Representative Signature

CONTINUING GUARANTY OF CREDIT

STATE OF TEXAS §

COUNTY OF PARMER §

For valuable consideration, the receipt of which is hereby acknowledged, and further in consideration of the credit given and subsequently to be given by Kendrick Oil Co., Inc, referred to in this instrument as KENDRICK, to *(account name)* _____, referred to in this instrument as DEBTOR, I, *(signed name)* _____ of *(address)* _____, guarantee to KENDRICK, its assignees and transferees, the payment and other indebtedness of whatever nature, upon for which the DEBTOR is or may subsequently become obligated to KENDRICK.

I waive notice of acceptance of this guaranty by KENDRICK as to present and future obligations, indebtedness and liability of the DEBTOR to KENDRICK. I waive presentment, demand, protest, notice of protest and notice of dishonor as to each and all terms constituting the indebtedness or obligation hereby guaranteed. No renewal or extension of time of payment of any indebtedness shall affect my liability under this instrument, whether made before or after written notice of revocation of this guaranty is given.

This guaranty is given by me without regard to any security or otherwise, and shall be effective as to any indebtedness or liability as if no other guaranty or security had been provided for such indebtedness. I agree that no discharge of any party liable thereon shall affect my liability on this guaranty. I waive all rights of subrogation to any remedies of KENDRICK until the entire indebtedness of the DEBTOR shall be fully discharged.

This is an absolute and continuing guaranty and is not conditioned upon any other person or party signing the same. It shall, as to me, continue in full force and effect, notwithstanding the debt, withdrawal or release of any co-guarantor or co-surety, both as to obligations of the DEBTOR then existing of the character here guaranteed and/or thereafter created.

In case of default in the payment of any indebtedness or liability guaranteed thereby, there shall be added to such indebtedness or liability, and I will pay, all expenses, costs and attorney’s fees incurred by KENDRICK either in collection or attempting to collect the same or any sums payable under this instrument.

My liability on this guaranty shall remain in full force and effect until written notice of revocation or written notice of my death shall have been actually received by KENDRICK, and such notice shall not affect my liability under this instrument as to any and all obligations and indebtedness of the DEBTOR created before the receipt of such notice, and any renewals thereof. Nothing shall affect my liability or the liability of my heirs, executors and assigns on this guaranty except the receipt of such written notice or the cancellation and surrender of this guaranty by KENDRICK.

KENDRICK shall be under no obligation to notify me of any additional advances made or further credit extended to the DEBTOR and may rely upon this guaranty to protect any and all additional advances.

It is agreed that the provisions of this guaranty shall inure to the benefit of the transferees and assigns of KENDRICK to the same extent as if they had been named in this instrument as parties entitled to the benefit of this guaranty, and that the provisions of this guaranty shall apply to and bind my heirs, executors, administrators, successors, and assigns.

SIGNED this _____ day of _____, 20_____.

Signature

Printed Name of Signer



801 N Main | PO Box 788 | Friona, TX 79035 | Phone (806) 250-3991 | Fax (866) 554-0567

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Name of Business _____ Contact Person _____

Main Telephone (____) _____ email address _____ Fax (____) _____

Address _____ City _____ State _____ ZIP _____

Bank Name _____ Branch _____

Bank Address _____ City _____ State _____ ZIP _____

Bank Telephone (____) _____ ABA (Routing Number) _____ Account Number _____

CUSTOMER AUTHORIZATION

I hereby authorize Kendrick Oil Co. from its own account to initiate electronic funds transfer debit and credit entries to our deposit account indicated above, and does further authorize the financial institution named above to debit or credit such entries to our account. I do certify that I have the full capacity and authority to so authorize and direct this.

This EFT agreement is to remain in full force and effect until Kendrick Oil Co. and the Depository have received written notification from us in such time and manner as to afford Kendrick Oil Co. and the Depository a reasonable opportunity to act on the notification. This agreement allows Kendrick Oil Co. to charge debits to this account at frequent intervals for varying amounts.

Authorized Signature

Printed Name

Title

Date

PLEASE ATTACH A BLANK VOIDED CHECK ON YOUR BANK BELOW



TEXAS END USER AGRICULTURAL SIGNED STATEMENT FOR PURCHASING TAX-FREE DYED DIESEL FUEL

Selling supplier or distributor: _____

Address: _____

Purchasing entity name	End user agricultural signed statement number
Address	Beginning effective date
	Taxpayer number

If the purchaser is a division of a corporation, give the name and address of the parent corporation, not the division DBA name.

Parent corporation name: _____

Address: _____

PLEASE READ CAREFULLY BEFORE SIGNING

- Will you use any of this diesel fuel in a motor vehicle on public highways, streets or roads? YES NO
- Will you resell any of this diesel fuel? YES NO
- Will you purchase more than 25,000 gallons per month? YES NO

If any answer is "YES," you may not legally sign this statement.

NOTE: THIS IS YOUR MASTER COPY. PLEASE RETAIN IN YOUR FILES AND MAKE COPIES AS NEEDED.

I DECLARE THAT:

- all of the dyed diesel fuel purchased on this signed statement will be used exclusively in agricultural non-highway equipment in Texas;
- all of the dyed diesel fuel purchased on this signed statement will be consumed by the purchaser in Texas and will not be resold; and
- none of the dyed diesel fuel purchased on this signed statement will be delivered or permitted to be delivered into the fuel supply tanks of motor vehicles operating on public highways, streets or roads in this state.

I am aware that certain fines and criminal penalties are provided by law for giving a false diesel fuel signed statement.



For information, call (800) 252-1383 or (512) 463-4600.

Name of purchaser (Type or print) _____

By: _____
Purchaser or authorized representative (Type or print)

Signature of authorized representative _____

sign here ▶

Date _____

TEXAS END USER SIGNED STATEMENT FOR PURCHASING TAX-FREE DYED DIESEL FUEL



Selling supplier or distributor: _____

Address: _____

Purchasing entity name	End user signed statement number
Address	Beginning effective date
	Taxpayer number

If the purchaser is a division of a corporation, give the name and address of the parent corporation, not the division DBA name.

Parent corporation name: _____

Address: _____

PLEASE READ CAREFULLY BEFORE SIGNING

- Will you use any of this diesel fuel in a motor vehicle on public highways, streets or roads? YES NO
- Will you resell any of this diesel fuel? YES NO
- Will you purchase more than 10,000 gallons per month? YES NO

If any answer is "YES," you may not legally sign this statement.

EXCEPTION: A purchaser using an End User Signed Statement Number to purchase dyed diesel fuel for exclusive use in oil or gas production must also furnish a Letter of Exception issued by the Comptroller to authorize the purchase of up to 25,000 gallons per month.

NOTE: THIS IS YOUR MASTER COPY. PLEASE RETAIN IN YOUR FILES AND MAKE COPIES AS NEEDED.

I DECLARE THAT:

- none of the dyed diesel fuel purchased on this signed statement will be used on public highways, streets or roads;
- all of the dyed diesel fuel purchased on this signed statement will be consumed by the purchaser in Texas and will not be resold; and
- none of the dyed diesel fuel purchased on this signed statement will be delivered or permitted to be delivered into the fuel supply tanks of motor vehicles operating on public highways, streets or roads in this state.

I am aware that certain fines and criminal penalties are provided by law for giving a false diesel fuel signed statement.



For information, call (800) 252-1383 or (512) 463-4600.

Name of purchaser (Type or print) _____

By: _____
Purchaser or authorized representative (Type or print)

Signature of authorized representative _____



Date _____