

# CREDIT APPLICATION



3303 North 1<sup>st</sup> Street; Bloomfield, NM 87413  
P.O. Box 430; Aztec, New Mexico 87410  
Phone: (505) 634-4777 Fax: (505) 634-4791

## Section I BUSINESS DATA

Trade Name: \_\_\_\_\_  
Legal Company Name: \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
STREET CITY STATE ZIP  
Delivery Address: \_\_\_\_\_  
STREET CITY STATE ZIP  
E-mail Address: \_\_\_\_\_ County: \_\_\_\_\_  
Business Telephone (including area code): (\_\_\_\_) \_\_\_\_\_ Business fax (including area code): (\_\_\_\_) \_\_\_\_\_  
Type of Business Organization (check one):  Sole Proprietorship  Partnership  Corporation  LLC  LLP  
Type of Business Activity: \_\_\_\_\_ Number of years under current ownership: \_\_\_\_\_  
Please indicate your preference for receipt of invoices:  Fax  E-Mail  US Mail  
Indicate type of account you are applying for:  Wholesale  Fuel Cards # of Cards requested \_\_\_\_\_ Credit Limit Requested \$ \_\_\_\_\_

## Section II OWNERSHIP INFORMATION

List Owner(s), List Partner(s), Shareholders Names: (Attach additional sheet if necessary)

Name(s)	First	Middle Initial	Last	Social Security Number(s)
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____

Residence Address(es): (Attach additional sheet if necessary)

(1)	STREET	CITY	STATE	ZIP
(2)	STREET	CITY	STATE	ZIP

## Section III - BANK REFERENCE

Name of Bank: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Checking  Savings Account #: \_\_\_\_\_ Bank Telephone: (\_\_\_\_) \_\_\_\_\_

## Section IV: - MAJOR CREDIT REFERENCES

Give only names of those you buy from on open account.

1. Company Name: \_\_\_\_\_ Person to Contact: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
STREET CITY STATE ZIP

2. Company Name: \_\_\_\_\_ Person to Contact: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
STREET CITY STATE ZIP

3. Company Name: \_\_\_\_\_ Person to Contact: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
STREET CITY STATE ZIP

## Section V: - OFFICAL USE ONLY

Lubes Only Info: POP:  Buy Back:  C.O.D. Pay by Check ok?  Yes  No

Division #: \_\_\_\_\_ Salesperson \_\_\_\_\_ Code Level : \_\_\_\_\_  
 Approved  Denied \_\_\_\_\_ Date: \_\_\_\_\_ \$ est-code \$ \_\_\_\_\_ Credit Limit: \_\_\_\_\_

CREDIT TERMS AND SALES AGREEMENT

The undersigned Applicant hereby authorizes DIAL OIL CO., INC. ("Fuel Company") to contact the bank and credit references disclosed on this Credit Application, as well as credit bureau and/or credit reporting agencies and to obtain from such entities information Fuel Company deems necessary to enable it to evaluate this Credit Application. In addition, Applicant hereby authorizes the references disclosed herein to release to Fuel Company all information requested by Fuel Company pertaining to Applicant's account, business practices and credit history. If required, Applicant agrees to give written authorization to such entities to furnish information to Fuel Company.

Applicant agrees the following terms and provisions shall apply to purchases from Fuel Company:

- 1. If the total invoice price is not paid in full on or before the due date, a late charge of 1 1/2% per month on the past due amounts computed from due date of each invoice shall be due and owing.
2. A \$25.00 handling charge shall be levied against Applicant for each returned check, which levy shall be immediately due and payable by Applicant.
3. In the event it becomes necessary for Fuel Company to employ counsel to enforce any of the provisions of this Agreement, or the breach thereof, then, in that event, Applicant shall pay to Fuel Company all costs incurred, including, without limitation, reasonable attorneys' fees and or collection fees.
4. This Agreement shall be governed by and construed under the laws of the State of New Mexico. By execution of this Agreement, Applicant hereby consents to the jurisdiction and venue of the Superior Court of New Mexico, In and For the County Of San Juan and agrees this Agreement may be enforced through such court or, if appropriate, a Magistrate court located in San Juan County, New Mexico.

Applicant agrees that the following terms and provisions shall apply to purchases from Fuel Company: (select and initial all appropriate sales categories)

- Oil Lubes, grease and specialty products: All purchases are billed Net 30 days from date of delivery.
All wholesale fuel products (except purchases for resale) : purchases are billed Net 10 days from date of delivery.
Wholesale fuel purchases for resale (retail deliveries) : All purchases are billed Net 4 days from date of delivery and require EFT draft authorization to allow initiation of payments by Fuel Company.
Cardlock fuel products:
A. Purchases for resale: All transactions are billed weekly Net 15 days from invoice date and require EFT draft authorization to allow initiation of payments by Fuel Company.
B. Purchases by End Users (own use): All transactions are billed semi-monthly Net 15 days from date of billing.

- Should Applicant be issued one or more Cardlock Access Cards, Applicant shall be liable for all fuel drawn by the use of each cardlock card issued to Applicant until such card is returned to Vendor or Applicant requests that Vendor suspend or terminate Applicant's right to use such card(s). Request for activating the cards, suspending, terminating, or reporting lost or stolen cards may be made by Applicant via telephone by calling 1-800-951-3300 or 505-634-4749. However, such requests must be confirmed in writing within 48 hours by overnight or US mail-return receipt requested, by fax at 505-634-4791 or by email at FuelCards@dialoilco.com. Fuel Company reserves the right to suspend Applicant's right to use the card(s) at any time without notice.
Applicant represents and warrants that it has authority to enter into this Agreement and that the person executing this Agreement has been duly authorized to do so for and on behalf of Applicant. Applicant further represents and warrants that the information furnished by Applicant on the accompanying Credit Application is true and correct.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

PERSONAL GUARANTY

In consideration of Dial Oil Co., Inc (herein "Fuel Company"), at my (our) request, giving or extending terms of credit to \_\_\_\_\_ (hereinafter "Customer") for the purchase of fuel, oil, lubes, greases and specialty products, the undersigned (hereinafter "Guarantors"), intending to bind their separate and community property estates, jointly and severally unconditionally guarantee and promise to pay Fuel Company, or order, on demand, in lawful money of the United States, any and all indebtedness of Customer to Fuel Company arising out of purchases by Customer its agents or employees of products and services from Fuel Company. Guarantor's obligation hereunder are independent of Customer's obligations. A separate action may be brought against any Guarantor whether action is brought against any other Guarantor or Customer. If Company is required to enforce Guarantors obligation by legal proceedings; Guarantors shall pay to Fuel Company all costs incurred, including without limitation, reasonable attorney's fees, as awarded by the court, without a jury. Guarantor's obligation under this Guaranty shall be binding on Guarantor's heirs, devisees, personal representatives, successors and assigns. This Personal Guaranty shall continue in full force and effect until surrendered and delivered to Guarantors or until revocation of the Personal Guaranty signed by Guarantors is accepted in writing by Fuel Company. Surrender or revocation thereof shall not affect the obligation of Guarantors as to any indebtedness of Company existing at the time of such surrender or revocation. This Personal Guaranty is being executed and delivered in the State of New Mexico and by execution of this Personal Guaranty, Guarantors hereby consent to the jurisdiction and venue of the Superior Court Of New Mexico, In and For the County of San Juan, and agree this Personal Guaranty may be enforced through such court or, if appropriate, a Magistrate Court located in San Juan County, New Mexico.

IN WITNESS WHEREOF, Guarantors have executed this Personal Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature \_\_\_\_\_ if married (spouse must sign) Spouse \_\_\_\_\_

Print Name \_\_\_\_\_ if married (spouse must sign) Spouse \_\_\_\_\_