

The Spencer Companies, Inc. P.O. Box 18128 Huntsville, AL. 35804
 Phone: (256) 533-1150 Toll Free: (800) 633-2910 Fax: (256) 535-2910

CREDIT APPLICATION

Full Name of Company or Individual		Telephone: ()	
		Fax: ()	
Street Address	City	State	Zip
Mailing Address (If Different)	City	State	Zip
Home Office Address (If Applicable)	City	State	Zip
Business Structure:			
Individual _____ Corporation _____ Partnership _____ LLC _____ Other (describe) _____			
Federal Tax ID: _____		Service Required: Card Lock _____ Delivery _____ Both _____	
Type of Business:	Date Established:	Present Fuel Supplier:	
Owners/Officers/Partners (Name)	(Title)	(Social Security)	(Home Address)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Has the firm or any of its principals ever filed bankruptcy? _____ If yes, please explain.			
Estimated Monthly Volume (Gallons):	Accounts Payable Contact:	Accounts Payable Telephone: ()	
Type of Fuel Used:	Are you tax exempt? _____ If so, you must complete the exemption certificates to purchase tax-exempt.		
Gasoline _____ On-Road Diesel _____ Off-Road Diesel _____ Kerosene _____			
Person(s) authorized to receive confidential information and fuel cards:			
Would you be interested in paying your bill by EFT? _____ If yes, please complete the attached authorization form.		Please provide us with an e-mail address to make it easier to provide you with updates and information. _____	
Special Requests:			

AGREEMENT

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation with listed trade suppliers, banks, and credit bureaus to obtain information necessary for establishing a line of credit and if necessary to continue to obtain information necessary to extend credit terms. Billing shall be issued throughout the month and payment will be due in full within 10 days of invoice date for cardlock customers and within 30 days of invoice date for wholesale deliveries, or other terms as Supplier may decide. Purchaser agrees to pay a late charge of 1.5% per month (18% per year) or \$0.50 minimum on any delinquent balance. All purchases made on this account are for commercial use. It is customer's responsibility to comply with any laws or regulations concerning the non-taxable use of fuel.

TERMS & CONDITIONS

1) Purchaser shall be responsible for all purchases involving cardlock cards issued to Purchaser, regardless of whether use is unauthorized or fraudulent. 2) If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier. Purchaser remains responsible for any sales or purchases made in the name of this account subsequent to a sale. 3) Purchaser represents that it and any person using the cardlock cards delivered to Purchaser or in the possession of Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. Purchaser, its employees, and agents agree to indemnify and hold harmless The Spencer Companies, its officers, owners, employees, and agents from any and all claims and costs including, but not expressly limited to, those for bodily injury and property damage which may be occasioned by the negligence, use, or misuse of the cardlock system by Purchaser or any person using the cardlock system. 4) Supplier shall use its best efforts to maintain the cardlock system in good working order and condition, provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or person is aware. 5) Purchaser's right to purchase fuel through the cardlock system or by any other method may be terminated immediately upon any breach of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full. 6) After any initial order, Purchaser will incur a service charge per card (currently \$2.00) for any replacement cards or new cards provided the circumstances necessitating a new card are not due to the negligence of Supplier. 7) In the event of a breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but not expressly limited to the failure to pay sums owing to Supplier when due, then in addition to any other remedies available to Supplier, Purchaser agrees to pay reasonable expenses, attorneys' fees, and costs incurred by Supplier in the enforcement of Supplier's rights even if no suit or action is filed to enforce such rights. 8) In the event that any legal action is required in connection with this account, venue for such legal matters will be determined by Supplier. 9) All terms and conditions of this Agreement are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future. 10) A \$30.00 handling fee (which may be increased from time to time without notice) will be charged for all items returned by the bank for any reason.

References (Include at least one bank):

(Reference) (Address) (Acct. #) (Contact) (Phone) (Fax)

The undersigned individual of _____ (company) authorizes the above named references and/or credit bureau to release the requested information to The Spencer Companies, Inc. This information is to be used solely for obtaining credit or extending credit terms with The Spencer Companies, Inc.

By: _____
Its: _____

BANK USE ONLY

Six (6) Month Average Collected Balance:
NSF (last 6 months):
Average Loan Balance:
Payment Habits:

Personal Guaranty

In consideration of the extension of credit by The Spencer Companies Incorporated to _____ for merchandise and product to be purchased, whether applicant be an individual or individuals, a partnership, a corporation, an LLC, or other entity, the undersigned guarantor(s) each hereby contract and guarantee to The Spencer Companies Incorporated, both jointly and severally, the faithful payment, when due, of all accounts of the above named entity for any purchases made on said accounts. The undersigned guarantor(s) each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to applicant, notice of presentment and demand for payment on applicant, notice to undersigned guarantor(s) of dishonor or default by applicant, notice of extension of time of payment to applicant, notice of acceptance of partial payment or partial compromise by applicant, and all other notices to which the undersigned guarantor(s) might otherwise be entitled. Absent written authorization by creditor, this (or these) personal guaranty(ies) may not be revoked.

Signature

Signature

Signature

Signature

THE SPENCER COMPANIES, INC.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS (ACH DEBITS)

I (we) hereby authorize **THE SPENCER COMPANIES, INC.** to initiate debit entries and to initiate, if necessary, credit adjustments for any debit entries made in error to my (our) Checking _____ Savings _____ account. Such entries are for payment of invoices and other amounts due to The Spencer Companies, Inc. I hereby agree to indemnify and hold harmless The Spencer Companies, Inc. for any transactions initiated in error, except through the sole negligence of the company. **I have attached a voided check for verification of account information.**

COMPANY/INDIVIDUAL NAME _____

TITLE (IF APPLICABLE) _____

DEPOSITORY (BANK) NAME _____

CITY _____

STATE _____

TRANSIT ROUTING/ABA NO. _____

ACCOUNT NUMBER _____

This authority is to remain in full force and effect until The Spencer Companies, Inc. has received written notification from me (or us) of a change or of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

ACCOUNT HOLDER NAME
(please print)

SIGNATURE

DATE

ACCOUNT HOLDER NAME
(if two signatures required – please print)

SIGNATURE

DATE