



Hopkinsville **Nashville** Paducah

CUSTOMER CREDIT APPLICATION

Applicant Name _____ Trade Names, if any: _____

Applicant Address _____ City/State/Zip _____

Phone _____ Fax _____ Mobile _____

Email _____

Driver's License # (and state of issuance) of Applicant or of Principal(s) if a Corp., LLC, or Partnership:

_____ (state)

Accounts Payable Contact/Address/Phone/Email Address (if different) _____

Check One: Corporation LLC Partnership Individual Fed ID # (SSN for individual) _____

If Applicant is other than an individual, list the names, addresses, telephone numbers, and email addresses for all Owners and Officers: _____

Years in Business _____ Approximate Annual Gross Sales \$ _____

Individual Applicant Approximate Net Worth \$ _____

AMOUNT OF CREDIT REQUESTED: \$ _____

Has Applicant or any Owner/Officer ever filed Bankruptcy or been a party to a Bankruptcy case, whether voluntary or involuntary? Yes No

If yes, list Applicant's status in such case, the case name, court, case number, and status/result of each case: _____

Are there now or have there been in the last ten (10) years any lawsuits or judgments pending against Applicant or any Owner/Officer? Yes No

If yes, list case name, court, case number, and status/result for each such case: _____

Has Applicant or any Owner/Officer been denied credit or placed on credit hold with any other supplier or vendor in the last five (5) years? Yes No

If yes, list name, address, phone number, contact person, and current status:

SALES TAX STATUS: (please check applicable option)

- ALL APPLICABLE TAXES TO BE APPLIED TO ALL PURCHASES
- THIS ACCOUNT IS EXEMPT.
(IF TAX EXEMPT, PLEASE SUBMIT EXEMPTION CERTIFICATE WITH THIS APPLICATION)

TRADE / VENDOR / SUPPLIER REFERENCES: (please list name, contact person, email address, and fax numbers)

- 1) _____
- 2) _____
- 3) _____

BANK REFERENCES: (please list bank name, address, phone number, contact person, email address, and account numbers)

- 1) _____
- 2) _____
- 3) _____

CREDIT TERMS AND CONDITIONS

For the purpose of establishing and maintaining credit with Seay Oil Co., Inc. (“Seay”), the statements and information provided in and with this application are full, true, and correct. Applicant authorizes Seay to make inquiry into, request, and to receive any information concerning character, general reputation, or financial or credit status from creditors or financial institutions which Seay deems relevant for the granting and collection of the proposed indebtedness, and Applicant authorizes any creditor or financial institution (including those listed above) to divulge such information. Applicant understands that Seay will rely on the accuracy of any information set forth in and with this application and all information obtained in determining whether to extend credit. Applicant agrees to immediately notify Seay of any material change in the information provided in this application.

As consideration for the requested extension of credit, Applicant consents to and agrees that all sales or transfers of fuel products to Applicant shall be subject to the following Credit Terms and Conditions: Applicant shall pay directly or remit to Seay all sales and use taxes which may be due with respect to the fuel products. Terms of payment and credit are as stated on the Invoice(s). Late charges at a rate of the lesser of one and one-half percent (1 ½%) per month or the maximum rate allowed by law shall be added to accounts past due. Applicant shall reimburse Seay for all costs of collection, including reasonable attorney’s fees. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, AND SEAY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST SALES OR PROFITS.** The laws of the State of Tennessee shall govern this transaction and any dispute arising between the parties. Any action to enforce any provision in these terms and conditions shall be brought in the courts for the state of Tennessee located in Davidson County or the U.S. District Court, Middle District of Tennessee (whichever has proper jurisdiction), and Applicant knowingly and voluntarily consents to jurisdiction and venue therein.

Seay reserves the right not to extend credit to Applicant, or to withdraw credit at any time, in Seay’s sole discretion.

Applicant wishes to apply for credit with Seay in accordance with these Credit Terms and Conditions which have been read, understood, and accepted. The undersigned is an Officer, Owner, or other Authorized Representative of Applicant and is authorized to represent and bind Applicant with respect to this Application and the terms set forth in this Application.

PERSONAL GUARANTY

_____ and _____ (individually the “Guarantor” and collectively the “Guarantors”) represent and warrant that they are stockholders or members of Applicant and as such will directly benefit from the transaction proposed herein. They acknowledge that Seay would not enter into a credit relationship with Applicant were it not for their agreement to personally guarantee all Applicant’s payment and performance obligations to Seay set forth herein. Now, therefore, in order to induce Seay to enter into this Agreement, the Guarantors jointly and severally hereby personally, absolutely, unconditionally, and irrevocably guarantee the full and prompt payment of all obligations and the full and prompt performance of Applicant to Seay. These Guaranties shall be continuing, absolute, and unconditional, and shall apply to and cover all renewals, extensions, and modifications of the Fuel Supply Agreement between Seay and Applicant. The following are expressly waived by the Guarantors: (a) notice of the incurring of any additional obligations by Applicant to Seay; (b) presentment and demand for payment, protest, notice of protest, and notice of dishonor and non-payment of any obligations for payment or performance; (c) any right to require suit or legal action against Applicant or any other party prior to enforcing the Guaranties herein; and (d) any right to have security applied prior to enforcing these Guaranties. In event of the dissolution, liquidation, insolvency of, or institution of bankruptcy or receivership proceedings by or against Applicant or any guarantor of Applicant, all or any part of the obligations for payment and performance of Applicant then existing shall, for the purposes of these Guaranties and at the option of Seay, immediately become due and payable from the Guarantors. These Guaranties shall be binding upon the Guarantors and upon their heirs, successors and assigns, and shall be construed according to the laws of the state of Tennessee. Davidson County, Tennessee, shall be the exclusive venue for any legal action involving the Guaranties. These Guaranties are severable such that the invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remaining provisions.

Print Applicant Name: _____

Signature of Authorized Representative: _____ Date _____

Print Name of Authorized Representative: _____

Title of Authorized Representative: _____

Print Guarantor Name: _____

Signature of Guarantor: _____ Date _____

Print Guarantor Name: _____

Signature of Guarantor: _____ Date _____

Return completed application to:

Mail: Seay Oil Company, Inc.
P.O. Box 1147
Hopkinsville, KY 42241

Fax: 270-889-5399

Email: accountsreceivables@seayoil.com

Administrative Offices