



PO Box 540730

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<b>FOR INTERNAL USE ONLY</b>	
Salesperson	_____
Credit Limit Requesting	_____
Credit Limit Approved	_____
Approving Authority	_____
Date	_____

### PERSONAL CREDIT APPLICATION

Application Date \_\_\_\_\_

Name \_\_\_\_\_ Credit Amt. Requested \$ \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN - - \_\_\_\_\_ Email Address \_\_\_\_\_

Employers name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Employers address \_\_\_\_\_

Date Started \_\_\_\_\_ Annual income \_\_\_\_\_

### CO-APPLICANT INFORMATION

Name \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN - - \_\_\_\_\_ Email Address \_\_\_\_\_

Employers name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Employers address \_\_\_\_\_

Date Started \_\_\_\_\_ Annual income \_\_\_\_\_

### REFERENCES

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Name \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Applicant hereby applies for credit with Thomas Petroleum LLC. Applicant understands and acknowledges the Credit Terms and Sales Agreement set forth on page 2 of this application, and agrees to be bound thereby. The undersigned references and warrants that he/she has been duly authorized to certify that the statements in the application are true and correct, and undersigned that they will be used to determine the Applicant's credit worthiness. I understand that you will retain this application whether or not it is approved. Applicant hereby authorizes release of information from the bank and credit references disclosed on this Credit Application, as well as from credit bureau and/or credit reporting agencies and grant the right to obtain from such entities information Thomas Petroleum LLC deems necessary to evaluate this Credit Application.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Co Applicants Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_



CREDIT TERMS AND SALES AGREEMENT

- 1. Applicant hereby authorizes release of information from the bank and credit references disclosed on this Credit Application, as well as credit bureau and/or credit reporting agencies and grant the right to obtain from such entities information Thomas Petroleum LLC deems necessary to enable it to evaluate this Credit Application. In addition, Applicant hereby authorizes the references disclosed herein to release to Thomas Petroleum LLC all information requested by Thomas Petroleum LLC pertaining to Applicant's accounts, business practices and credit history. If required, Applicant agrees to give written authorization to such entities to furnish information to Thomas Petroleum LLC.
2. Oils, lubes, grease and specialty products are due NET 30 DAYS and fuel NET 10 DAYS following the date of delivery. The invoice price shall carry a late charge of 1 1/2% per month. In the event of a returned check, a \$50.00 handling charge per check may be immediately levied against Applicant.
3. If Applicant applies for issuance of a Cardlock access card(s) from Thomas Petroleum LLC.

The Applicant shall be entitled to all the privileges of a Cardholder, which include: providing electronic purchase and credit authorization, transaction processing, and management reporting services, to its Cardholders. Applicant may also purchase fuel and other goods or services, as authorized by Thomas Petroleum LLC, at its participating service centers. Applicant agrees to accept responsibility for distribution of Personal Identification Numbers (PIN) as well as safety instructions and operating instructions to each driver authorized to make purchases on the Applicants account the organization will be liable to Thomas Petroleum LLC for all amounts and for all liability occasioned by the unauthorized use of such card. That upon receipt of Cardlock access card or approval of use of card(s) other than the Cardlock access card, the electronic interface of card number and Personal Identification Number (PIN) that verifies cardholder's account of persons designated to purchase on cardholder's account, shall serve as a signature. Applicant provides Thomas Petroleum LLC, the credit information attached hereto.

- 4. In the event it becomes necessary for Thomas Petroleum LLC to employ counsel to enforce any of the provisions of this Agreement, Applicant shall pay to Thomas Petroleum LLC all costs incurred in such enforcement including, without limitation, reasonable costs and attorney's fees.
5. This Agreement shall be construed under the laws of Utah and Applicant hereby consents to said jurisdiction and venue for any dispute resolution.

Personal Guaranty

The undersigned hereby unconditionally and absolutely guarantees to and for Thomas Petroleum LLC the due performance, including, without limitation, the prompt payment when due, whether at stated maturity, by acceleration or otherwise and at all times thereafter, of any and all obligations of Applicant now or hereafter owed to Thomas Petroleum LLC under any contract or agreement now or hereafter entered into between Thomas Petroleum LLC and Applicant (the "Obligation"). In addition to the above Obligation, the undersigned unconditionally guarantees the immediate payment of the assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against the Applicant or the undersigned, or (b) upon the appointment of a receiver for, or the attachment, restraint of, or making or levying of any order of court or legal process affecting the property of the Applicant or the undersigned. In addition to the amount guaranteed hereunder, the undersigned agrees to pay attorney's fees and all other costs and expenses incurred by Thomas Petroleum LLC in enforcing this Personal Guaranty. This Personal Guaranty and the liability and obligations of the undersigned and the undersigned's heirs, executors, administrators, successors and assigns, and all references herein to Thomas Petroleum LLC shall include its successors, transferees and assigns.

The undersigned waives any right to require Thomas Petroleum LLC; (A) to proceed against the Applicant, (B) to proceed against or exhaust any security received for the Applicant, or (C) to pursue any other remedy in Thomas Petroleum LLC's power whatsoever. The undersigned waives all presentments, demands for performance, protests, and notices, including, without limitation, notices of non-performance, notices of protest, notices of acceptance of this Personal Guaranty and notices of the existence, creation, or incurring of new or additional Obligations. The undersigned understands and acknowledges that this Personal Guaranty will be relied upon by Thomas Petroleum LLC for each and every instance Thomas Petroleum LLC extends credit to applicant, and that Thomas Petroleum LLC would not extend credit to Applicant in the absence of this Personal Guaranty. As such, this Personal Guaranty shall continue, survive, and remain in effect until Thomas Petroleum LLC receives written notification by certified or registered mail of it's withdrawal.

Applicant Signature \_\_\_\_\_ Co Applicant Signature \_\_\_\_\_

Print Names \_\_\_\_\_ Date \_\_\_\_\_