



**SOMMERS OIL COMPANY USE ONLY**

Terms: \_\_\_\_\_  
Approved By: \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Salesman: \_\_\_\_\_

**CREDIT APPLICATION AND AGREEMENT**

**LEGAL BUSINESS NAME** \_\_\_\_\_

DBA \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Billing Address \_\_\_\_\_

Delivery Address \_\_\_\_\_

Business Type  Corporation  LLC  Partnership

Doing Business as  Distributor  Gas Station  Government

How would you like to receive your invoices, drafts, credit card statements or other statements?

Fax  Email  Mail

Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_

**OWNER INFORMATION**

**NAME** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Social Security Number \_\_\_\_\_

**NAME** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Social Security Number \_\_\_\_\_

**BANK REFERENCES**

**BANK NAME** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Account Number \_\_\_\_\_ Contact Name \_\_\_\_\_

**BANK NAME** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Account Number \_\_\_\_\_ Contact Name \_\_\_\_\_

**CREDIT REFERENCES**

**CREDITOR NAME** \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Account Number \_\_\_\_\_ Contact Name \_\_\_\_\_

**CREDITOR NAME** \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Account Number \_\_\_\_\_ Contact Name \_\_\_\_\_

**CREDITOR NAME** \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Account Number \_\_\_\_\_ Contact Name \_\_\_\_\_

**TANK SIZES**

	MARINE	89NL	87NL	93NL	ULSD	DYED	KEROSENE	OTHER		
<b>SIZE</b>										
<b>ABOVE OR UNDER GROUND</b>										

**ONLY FOR PETROLEUM DISTRIBUTORS**

**CARRIER NAME** \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FED ID \_\_\_\_\_  
 SCAC Code \_\_\_\_\_ Contact Name \_\_\_\_\_

**CARRIER NAME** \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FED ID \_\_\_\_\_  
 SCAC Code \_\_\_\_\_ Contact Name \_\_\_\_\_

**CARRIER NAME** \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FED ID \_\_\_\_\_  
 SCAC Code \_\_\_\_\_ Contact Name \_\_\_\_\_

**PLEASE LIST THE TERMINAL LOCATIONS YOU WOULD LIKE FOR THE CARRIERS TO BE AUTHORIZED AT**

<b>GA</b>	_____
<b>SC</b>	_____
<b>FL</b>	_____

## TERMS AND CONDITIONS

~ Payment Terms: All purchases up to the approved credit limit must be either paid by EFT with the established terms, from the date of delivery of product. Purchase amounts exceeding the approved credit limit will be paid immediately upon, or prior to, delivery.

~ Finance Charges: All purchases must be paid in full within the specified terms of sale. Date of payment is the date in which the funds are received by Sommers Oil Company. Customer agrees to pay a monthly late charge equal to 1% of the past due balance. If the account becomes more than 60 days delinquent and is placed in the hands of a credit agent or attorney, Customer will pay all reasonable collection costs and expenses incurred, including attorneys fees.

~ Taxes: Customer agrees to pay all city, state, use, fuel, franchise and similar taxes, and all other taxes, levies and duties applicable to the goods.

~ Customer Remedies: In no event shall Sommers Oil Company be liable to the Customer for any consequential, special, incidental, exemplary, punitive or other similar damages, losses or expenses, and Customer hereby waives the same.

**The undersigned acknowledges that he/she has read, understands and agrees to these terms and conditions. The undersigned hereby authorizes Sommers Oil Company or any of its affiliates to investigate Customer's credit (including personal credit) with any of its suppliers, financial institutions, credit bureaus or credit reporting agencies.**

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Company Name

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Printed Name of Owner/Officer

Title

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Signature of Owner/Officer

Date

# PERSONAL GUARANTY

In consideration of Sommers Oil Company extending credit to Customer, the undersigned Guarantor hereby personally guarantees the payment of all amounts owing from Customer to Sommers Oil Company, including costs of collection and any attorney fees where applicable, as well as Customer's compliance with these conditions. This guaranty shall be continuing and irrevocable.

## CUSTOMER NAME AND ADDRESS OF WHICH THE GUARANTOR IS PERSONALLY GUARANTEEING

**OBLIGATIONS:** This Guaranty agreement is given by the Guarantor to induce the Creditor to enter into a contract with and extend credit to the Debtor and for the purpose of guaranteeing all amounts due to the Creditor at any time hereafter, including secured loans and open accounts receivable. This Guaranty is given as consideration to the Creditor for the extension of credit and for contracting with Debtor as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Guarantor acknowledges that the Creditor intends to rely on this Guaranty. The Guarantor absolutely and unconditionally guarantees prompt and satisfactory performance of Debtor's obligations under the Petroleum Supply Contract between Debtor and Sommers Oil Company, in accordance with all of its terms and conditions and under the term set forth below. If the Debtor should default in performance of its obligations to either of the Creditor, the Guarantor shall be liable to the Creditor for all expenses, costs, and damages that the Creditor are entitled to recover from the Debtor, including, to the extent not prohibited by law, all costs and attorney's fees incurred in attempting to realize upon this Guaranty.

**DURATION:** This is a continuing Guaranty and shall not be revoked by the Guarantor. This Guaranty will remain effective until all obligations by this Guaranty are completely discharged

**NOTICE OF DEFAULT:** The Creditor shall not be required to notify the Guarantor of a default by the Debtor in the Debtor's commitments to the Creditor before proceeding against the Guarantor under this Guaranty.

**CREDITOR PROVISIONS:** The Guarantor expressly waives diligence on the part of the Creditor in collection of any part of the debt or other obligations owned by the Debtor. Further, the Creditor has no duty to bring suit against the Debtor (for collection of the debt or other performance which is due) before proceeding against the Guarantor. The Guarantor waives notice of the acceptance of this Guaranty and of any and all such indebtedness and liability. The Guarantor waives presentment, protest, notice, demand, or action on delinquency in respect of any such indebtedness or liability, including any right to require the Creditor to sue or otherwise enforce payment. Until all obligations of the Debtor to the Creditor have been satisfied in full, the Guarantor waives all rights of subrogation to any collateral and remedies of the Creditor against the Debtor, and other persons or entities. Any indebtedness of the Debtor now or hereafter owed to the Guarantor is hereby subrogated to the indebtedness of the Debtor to the Creditor, and such indebtedness of the Debtor to the Guarantor as trustee for the Creditor and be paid over to the Creditor on account of the indebtedness of the Debtor to the Creditor on account of the indebtedness of the Debtor to the Creditor, but without reducing or affecting in any manner the liability of the Guarantor under the provisions of this Guaranty.

**AUTHORITY TO ALTER OBLIGATION:** The Guarantor agrees that, without notice to the Guarantor, the Creditor may (a) change the terms of payment or performance by the Debtor to the Creditor, and/or (b) release any security. In either event, the Guarantor shall not be released from any responsibility on the obligations of the Debtor. Liability under this Guaranty is not dependent or conditioned upon this instrument being signed by any person or persons. If more than one Guarantor has signed this Guaranty, then each Guarantor will be held jointly and severally liable. The Guarantor's liability under this Guaranty is several and is independent of any other guarantees. Guarantees of others, if any, may be released or modified, with or without considerations, without affecting the liability of the Guarantor.

**ASSIGNMENT:** This Guaranty (a) shall bind the successors and assigns of the Guarantor (this Guaranty is not assignable by the Guarantor without the express written consent of the Creditor, and is not affected by the death of the Guarantor), (b) shall inure to the Creditor, its successors and assign, and © may be enforced by any party to whom all or any part of the liabilities may be sold, transferred, or assigned by the Creditor.

**FINANCIAL CONDITION:** The Guarantor agrees to provide the Creditor with information concerning the Guarantor's financial condition upon reasonable request. The Creditor has no duty to advise the Guarantor of the Debtor's financial condition.

**CORPORATE AUTHORITY:** The Guarantor certifies that it is not prohibited under its articles of incorporation or bylaws ( or its articles of organization or operating liability company) to act as the Guarantor.

**ENTIRE AGREEMENT:** This Guaranty contains the entire agreement of the parties with respect to the subject matter of this Guaranty and there are no other promises or conditions in any other agreement, whether oral or written. This Guaranty supersedes any prior written or oral agreements between the parties with respect to the subject matter of this Guaranty.

**AMENDMENT:** This Guaranty may be modified or amended, if the amendment is made in writing and is signed by both parties.

**SEVERABILITY:** If any provision of this Guaranty shall be held to be invalid or unenforceable. If a court finds that any provision of this Guaranty is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of the Guaranty shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Guaranty.

**APPLICABLE LAW:** This Guaranty shall be governed by the laws of the State of Georgia.

**RECEIPT:** The Guarantor acknowledges receipt of a copy of this Guaranty.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

## Authorization Agreement for Pre-arranged Payments (ACH Debits)

I (We), hereinafter called CUSTOMER, hereby authorize The Sommers Company/Sommers Oil Company to originate electronic debit entries (ACH) to CUSTOMER's checking account, indicated below, as payment for petroleum products and related items purchased from Sommers Oil Company.

Such entries will be transmitted by Wells Fargo on behalf of The Sommers Company. This authority is to remain in full force and effect until Sommers Oil Company receives written notification from CUSTOMER of its termination in such time and in such manner as to afford Sommers Oil Company a reasonable opportunity to act on it. Entries will be originated in accordance with your ACH schedule which has been provided to us and will meet payment terms applicable to all purchases. Returned items will result in a 1% late payment charge and a \$25 fee.

CUSTOMER understands that a debit entry will be accepted only if sufficient funds are available in CUSTOMER's account. In the event that an entry is not accepted for any reason, the amount of such rejected entry is immediately due and payable. CUSTOMER understands that if he/she refuses payment for a debit entry, this agreement may be terminated by Sommers Oil Company immediately.

Customer Name:	_____	Title:	_____
Authorized Signature:	_____	Date:	_____
Company Name:	_____	Phone Number:	_____
Email Address:	_____	Federal ID:	_____
Bank Name:	_____	City/State/Zip:	_____
Account Number:	_____	Routing Number:	_____

**Please attach a voided check ~ your credit application will not be processed without it.**