



CREDIT APPLICATION

POST OFFICE BOX 1280 El Centro, CA 92244

(760) 352-4721 Fax (760) 352-0421

POST OFFICE BOX 128 Yuma, AZ 85366

(928) 782-6543 Fax (928) 782-1447

www.mcneecbros.com

(866) 452-472 (CA) or (877) 782-6543 (AZ) Toll Free

Date \_\_\_\_\_

I/WE herewith make application to McNeece Bros. Oil Company, Inc. (hereinafter "Vendor") for credit, or an increase or reconfirmation of our existing account. The undersigned gives and grants Vendor, or their agent, permission to verify or recertify all information stated herein at any time. I/We hereby agree that all credit granted and/or extended shall be paid timely in accordance with the Vendor's normal terms. I/We do affirm that all information supplied is true and Correct. SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Inc. / Where

PLEASE ANSWER ALL QUESTIONS

Company Name \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ Incorporated \_\_\_\_\_
Business Name \_\_\_\_\_ Federal ID# \_\_\_\_\_ State Resale# \_\_\_\_\_
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Type of Business \_\_\_\_\_
Years in Business \_\_\_\_\_ If less than one year, Previous Business Name & Address \_\_\_\_\_
Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Toll Free (\_\_\_\_) \_\_\_\_\_
Email Address \_\_\_\_\_ Website \_\_\_\_\_
Does company own any real property No  Yes  Address \_\_\_\_\_

LIST ALL BANK ACCOUNTS AND PHONE NUMBERS

Co. Bank \_\_\_\_\_ Acct# \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Co. Bank \_\_\_\_\_ Acct# \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

COMPANY SUPPLIERS

Name \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Acct# \_\_\_\_\_
Name \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Acct# \_\_\_\_\_
Name \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Acct# \_\_\_\_\_
Current Petroleum Supplier \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Acct# \_\_\_\_\_
Current Oil & Lubricants Supplier \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Acct# \_\_\_\_\_

LIST ALL PRINCIPALS OF THE COMPANY WITH THEIR TITLES

Name \_\_\_\_\_ SS# \_\_\_\_\_ Title \_\_\_\_\_
Home address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Own Rent
Name \_\_\_\_\_ SS# \_\_\_\_\_ Title \_\_\_\_\_
Home address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Own Rent
Authorized people to Purchase \_\_\_\_\_ P.O.# Required: \_\_\_\_\_ Amount of credit Desired \$

DEFAULT AGREEMENT

Should the undersigned default on any obligation incurred under this agreement and the Vendor refers this account to his attorney for collection and/or legal action, the undersigned agrees as follows: to pay the principal due, attorney fees and all costs of any nature incurred by the Vendor to pursue the delinquent obligation. In addition 15% of the principal amount due shall be added to the principal as liquidated damages. I acknowledge reading both sides of this document and receiving both sides of this document.

SPECIAL CONTRACT AS TO JURISDICTION AND VENUE

In the event of litigation between the parties, it is hereby agreed that the place of entering into the contract and the place of performance of the contract shall be deemed & agreed to be at 691 East Heil El Centro California, 92244 or 1060 South Walnut Ave. Yuma Arizona, 85364 and jurisdiction shall be deemed and agreed to be in Imperial County, CA and Yuma County with venue at Imperial Superior Court, or Yuma, Arizona Superior Court.

Signed by X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please SIGN T name above. NOTE Signature must be OWNER, PARTNER, or OFFICER

PERSONAL GUARANTEE

The undersigned agrees to act as personal guarantor and co-signer to this agreement for all debts incurred both now and in the future for all monies owed by the Company, Organization, Persons, or Corporations who have signed this credit application and who have been extended credit both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked or rescinded if any balance remains owed and outstanding to the Vendor and Guarantor hereby waives their subrogation or recovery rights. Purchaser shall be responsible for all purchases made by the purchaser or any other person using the card access cards issued to the purchaser, regardless of whether used by a person who is authorized or if it is fraudulently used. The Purchaser will immediately notify the Supplier if a card is stolen or misused. The purchaser agrees that they or anyone issued cards under their account, will not have the PIN #security access code on or near the card should it become lost, stolen or used fraudulently in any way. If the cards are used fraudulently it is the account holder's responsibility for payment of that account.

Guarantor X \_\_\_\_\_ Date \_\_\_\_\_ Guarantor X \_\_\_\_\_ Date \_\_\_\_\_

Please PRINT name X \_\_\_\_\_



**TERMS AND CONDITIONS OF SALE**

The CUSTOMER fully understands and agrees by their signature on the front of this application to comply with the following terms and conditions of McNeece Bros. Oil Co., Inc.

**1. PAYMENT:** Unless otherwise agrees to in writing by McNeece Bros., the undersigned CUSTOMER agrees to the following terms in all credit transactions. McNeece Bros. credit terms, if approved, are net 10th, meaning that all bills are due by the 10th, day of the month following the purchase. We require that our customers pay according to these terms. No order will be approved for delivery to a customer with a balance past due.

- Special terms: Net calendar \_\_\_\_\_ days from date of the fuel delivery.
- All other purchases from the first through the fifteenth calendar day of each month are due and payable no later than the last calendar day of the same month.
- All other purchases from the sixteenth through the last calendar day of each month are due and payable no later than fifteenth calendar day of the month following purchase.

In the event said charges are not so paid, CUSTOMER agrees to pay McNeece Bros. a service charge of 1.5% per month on unpaid balance and agrees to forfeit any and all volume discounts. Further, McNeece Bros. can refuse further charges to CUSTOMER. This service charge is not an alternative performance provision.

**2. TAXES.** CUSTOMER agrees to pay any and all applicable sales, excise and use taxes. CUSTOMER agrees to provide McNeece Bros. with any and all certificates that may allow CUSTOMER to be exempt from certain State and / or Federal sales, excise or use taxes.

**3. RECEIPT OF DELIVERIES.** CUSTOMER authorizes McNeece Bros. to make requested and /or schedule deliveries of its products whether or not CUSTOMER or his/her representatives are present to sign the delivery invoice. CUSTOMER agrees to pay for all such delivered products under the terms and conditions set forth.

**CARD ACCESS AGREEMENT**

- I agree that it will be my responsibility to account for my own cards by number and to whom each card is assigned.
- I also agree that it will be my responsibility to notify McNeece Bros. in El Centro, CA. at (760) 352-4721 or in Yuma, AZ. at (928) 782-6543 of any loss of my cards. Upon written notification McNeece Bros. will deactivate the card at once. Until such time as McNeece Bros. receives written notification, all transactions will be at my expense.
- I further agree that if I wish to close my account with McNeece Bros. I will give them written notice and it will be my responsibility to return all cards assigned to me. ( You can call McNeece Bros. and request that all the cards be deactivated until you can return them.) I understand that all transactions will be at my expense until this has been done.

NUMBER OF CARDS NEEDED FOR CARDLOCK:

We provide quality brand name petroleum products.

**Our goal** is to provide our customers with **value** added solutions that satisfy their needs through an innovative customer-oriented team of professionals who offer quality products and services.

We at **McNeece Brothers** operate with, and maintain the efficiency and reliability within our wholesale warehouse and distribution system that consistently adds value to our customers, our business, and our reputation.

NAME	SECURITY CODE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____