

## Commercial Credit Application Checklist

- Account terms agreement signed
- Personal guarantee signed and a copy of the driver's license of the personal guarantors
- W-9 completed and signed

If applicable to the Account, the following are required:

- EFT agreement signed (if authorizing electronic funds transfer payments)
- Sales tax exemption certificate (if sales tax exempt)
- Fuel excise tax exemption certificate (if fuel excise tax exempt)

Service station fuel accounts or credit request > \$50,000, please provide a copy of corporate documents:

- |                                |                          |   |
|--------------------------------|--------------------------|---|
| Corporations:                  | <input type="checkbox"/> | Articles of Incorporation or Certificate of Incorporation or Certificate of Formation |
|                                | <input type="checkbox"/> | Certificate of Good Standing (or Certificate of Existence)                            |
| Limited Liability Company:     | <input type="checkbox"/> | Articles of Organization  |
| Limited Partnership:           | <input type="checkbox"/> | Certificate of Limited Partnership  |
| Limited Liability Partnership: | <input type="checkbox"/> | Certificate of Registration   |

Please return:	Mail:	PO Box 220 Bonham, Texas 75418 Attn: Credit Manager
	Fax:	(903) 568-3072
	Email:	credit@mccrawoil.com

PO Box 220  
Bonham, TX 75418  
mccrawoilandpropane.com



P: 903.583.7481  
F: 903-568-3072  
credit@mccrawoil.com

**Commercial Account Agreement ("Agreement")**

**Please answer all questions (if more space is needed, at continuation sheet may be attached):**

Products (check all that apply):  Retail Fuel  Commercial Fuel  Cardlock/Go Card  Lubricants  Propane  
 Farm/Ranch Supplies

Company Name ("Customer"): \_\_\_\_\_  
 Partnership  Sole Prop  Corp State \_\_\_\_\_

DBA: \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_  
 Sales and/or  Excise Tax Exempt? (If tax exemptions apply, please attach exemption certificates)

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

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

Years in Business \_\_\_\_\_ US DOT # (if applicable) \_\_\_\_\_

Purchasing Contact \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Payables Contact \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Have you ever filed for bankruptcy?  No  Yes If yes, date filed and type of bankruptcy \_\_\_\_\_

Does the company own real property?  No  Yes If yes, address \_\_\_\_\_

**Names of owners/officers:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

**How did you find us?**  Online Ad  Online Search (Google)  Referral  Drive By McCraw Office  Billboard  
 Existing or Previous Customer  Saw McCraw Truck  Other \_\_\_\_\_

**PERMISSION TO VERIFY CREDITWORTHINESS / TERMS:**

McCraw Oil Company, Inc. ("McCraw") is hereby authorized to make any credit inquires necessary based on the information provided above for the purpose of credit approval. I certify that all information given is correct and that I have the authority to incur liabilities and enter into this agreement on behalf of the Customer. I acknowledge that the Customer's credit file may be requested from a credit reporting agency for the purpose of verifying credit history. By signing below, Customer hereby agrees to McCraw's Account Terms.

**Authorized Representative:**

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

Title \_\_\_\_\_ Date \_\_\_\_\_

McCraw Use Only: Sales Person \_\_\_\_\_ Credit Limit Requested \$ \_\_\_\_\_

**ACCOUNT TERMS APPLICABLE TO ALL CUSTOMERS**

1. The entity or individual applicant and the undersigned guarantor(s) (collectively referred to hereinafter as "Customer") agrees to be liable for all purchases made on Customer's account and to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay McCraw Oil Company, Inc. ("McCraw") a service charge of 1.5% per month on the unpaid balance for all charges not paid within the due date (or the highest rate allowed by law).
2. Customer agrees not to exceed the credit limits set by McCraw, however, in the event McCraw does extend additional credit to Customer, Customer will be deemed to have actual knowledge of such additional credit purchases, and in the event such credit exceeds any such limits, Customer agrees to be liable for and to pay any additional amounts that exceed the credit limit previously set by McCraw. McCraw may, at its option, refuse to permit charges to be incurred on the account and may change credit terms at McCraw's sole discretion. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only.
3. To secure the payment, Customer grants McCraw a purchase money security interest in the products sold under this Agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes McCraw to file one or more financing statements signed only by McCraw without Customer's signature and to use a copy of this Agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this Agreement. McCraw shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where they reside from time to time, which remedies shall be cumulative and not exclusive.
4. Customer certifies that: (a) Customer contractually free to purchase fuel or other ordered goods and services from McCraw; and (b) Customer owns and/or controls the fuel or lubricants storage tanks into which fuel is delivered by McCraw or the storage tanks are McCraw owned and loaned to Customer; and (c) Customer is in full compliance with all relevant federal, state and local regulations related to the storage of fuels, lubricants or chemicals ordered from McCraw; and (d) Customer does not require branded fuels, unless Customer has advised McCraw in writing otherwise.
5. The parties agree that, if the account is referred for collection or to an attorney, Customer will pay reasonable attorneys' fees and costs of collection.
6. The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of Texas shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this Agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, if any litigation is commenced arising out of this Agreement, the sole and exclusive venue for resolution of these disputes will be in Fannin County, Texas. Customer further agrees that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive any and all right to seek venue elsewhere. The parties further covenant and agree, if suit or litigation is filed by either party to this Agreement, Texas retains both in rem and in personam jurisdiction over both parties and their assets.
7. THE PARTIES CONFIRM AND AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE LIABLE PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE LIABLE PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR IN ANY TRANSACTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, LOSS OF GOOD WILL OR REPUTATION, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER THIS AGREEMENT, ANY TRANSACTION, ANY INDEMNITY PROVISION OR OTHERWISE.
8. McCraw warrants that it will convey good title to the product sold and delivered hereunder, and that all such product shall be in compliance with the specifications, if any, referred to above. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, McCRAW MAKES NO WARRANTIES OF ANY KIND AS TO THE PRODUCT DELIVERED TO CUSTOMER UNDER TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
9. Customer hereby agrees to defend, indemnify and hold harmless McCraw, its officers, directors, shareholders, landlords, tenants and agents from any and all claims arising from or related to claims of title, personal injury or death, property damage, costs, expenses, damages or other charges related to the Fuel or its delivery. Customer agrees to notify McCraw immediately of any fuel spills or damage to McCraw's equipment by the Customer.
10. McCraw may also exercise a right of offset with respect to any payment or obligation that is due to McCraw from Customer under this Agreement, or any agreement between McCraw and Customer, against any payment, delivery or other obligation owed by McCraw to Customer under this Agreement, or any agreement between McCraw and Customer. The exercise by McCraw of any rights reserved under this subsection shall be without prejudice to any claim for damages or any other right under this Agreement and/or applicable law.
11. McCraw reserves the right to transmit invoices, statements, draft notifications, price notifications and/or other routine notifications solely by e-mail or other electronic means and to impose a monthly fee for accounts requiring "paper" or fax documentation.
12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
13. This Agreement does not constitute an agreement by McCraw to offer credit terms to Customer. Unless otherwise stated in a contractual agreement between the Customer and McCraw, standard credit terms are as follows (subject to credit approval and subject to change at McCraw's sole discretion): (a) Retail dealer accounts – Net 1 day EFT; (b) Commercial accounts – net 15 days; (c) Cardlock fuel & Go Card accounts – Bi-monthly (15<sup>th</sup> & last day of month); (d) Farm/ranch accounts – net 30 days; and (e) Propane accounts – Net 30 days
14. If McCraw has loaned Customer tanks, pumps or other equipment, the Loaned Equipment Agreement is incorporated into this Agreement.

**Account Terms above are agreed and accepted:**

Company or Individual Name \_\_\_\_\_

 Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**PERSONAL GUARANTY AGREEMENT**

In consideration of any extension of credit, loan or other financial accommodation heretofore, now or hereafter made to Customer by McCraw, the undersigned hereby guarantees absolutely, irrevocably and unconditionally the prompt payment when due, and at any time thereafter, of all indebtedness and obligations of every kind and nature of Customer to McCraw, absolute or contingent, due or to become due, now or hereafter existing (the "Indebtedness"); the undersigned hereby requesting McCraw to give and continue to give credit to Customer.

The undersigned agrees to the Account Terms Applicable to All Customers set forth hereinabove as if fully copied herein and said terms and conditions are fully incorporated herein by reference.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Guaranty may not be revoked in whole or in part by the undersigned. The undersigned acknowledges receipt of valuable consideration for the delivery of this Guaranty and that McCraw would not extend credit to or enter into transactions with the Customer without the execution and delivery of this personal guaranty agreement.

Guarantor:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Guarantor:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

**EFT AGREEMENT**

Customer hereby authorizes McCraw and each of its successors and assigns and other affiliated companies to initiate debit entries to our checking account indicated below and the depository named below (hereinafter called "Depository") to debit the same to such account. Customer certifies that it is the owner of the account listed below. This EFT agreement is to remain in full force and effect until McCraw and the Depository have received written notification from Customer in such time and manner as to afford McCraw and the Depository a reasonable opportunity to act on the notification. This agreement allows McCraw to charge debits to this account at frequent intervals for varying amounts. This is a binding agreement that may be executed by facsimile.

This EFT Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

DEPOSITORY: Bank Name \_\_\_\_\_ Phone \_\_\_\_\_ Account Name \_\_\_\_\_

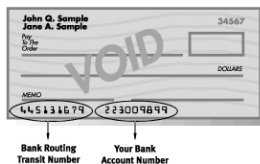
BANK ACCOUNT # \_\_\_\_\_ ABA# (Routing#) \_\_\_\_\_

Customer Legal Business Name \_\_\_\_\_ DBA \_\_\_\_\_

**AUTHORIZED SIGNER ON THE BANK ACCOUNT**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**MUST ATTACH VOIDED CHECK**



**LOANED EQUIPMENT AGREEMENT**

1. The terms of this Loaned Equipment Agreement are in addition to the Account Terms Applicable to All Customers set forth hereinabove.
2. The below listed equipment shall at all times be the sole and exclusive property of McCraw and has been loaned by McCraw to Customer ("Loaned Equipment"). Customer shall have no rights or property interest therein, except for the right to use same in the normal operation of the Customer's business at the address set forth hereinabove. The Loaned Equipment is and shall remain personal property even if installed in or attached to real property. Only McCraw's Product will be placed in the Loaned Equipment. Customer shall not pledge, lend, create a security interest in, sublet or part with possession of the Loaned Equipment or any part thereof or attempt in any other manner to dispose thereof, or remove the Loaned Equipment or any part thereof, without prior written consent of McCraw.
3. Customer shall exercise reasonable care in operating Loaned Equipment. Unless stated otherwise herein, McCraw shall have repair and maintenance obligations for Loaned Equipment for the duration of this agreement. Customer agrees to notify McCraw immediately of any Loaned Equipment mechanical problems, including, but not limited to, abnormal wear and tear, breakage and leaks. McCraw will make a reasonable effort to repair the Loaned Equipment promptly.
4. Customer, at its own cost and expense, shall insure the Loaned Equipment against burglary, theft, fire and vandalism with minimum limits of \$1,000,000.00 for bodily injury and \$500,000 for property damage in such form and with such insurance companies as shall be satisfactory to McCraw. All insurance policies shall name both Customer and McCraw as insured and copies of the policies and the receipts for the payment of premiums shall be furnished to McCraw. Each damage policy shall provide for payment of all losses directly to McCraw. Each liability policy shall provide that all losses be paid on behalf of Customer to McCraw as their respective interests appear.
5. Customer shall be responsible for any damages to the Loaned Equipment while in its possession, and should Customer move said equipment or is not available to be picked up by McCraw, Customer shall pay McCraw the value of the Loaned Equipment, or any part thereof, that may be damaged, destroyed or missing.
6. Customer may not move loaned equipment without McCraw's written consent.
7. If Customer does not return loaned equipment to McCraw at the termination of this Loaned Equipment Agreement, Customer agrees to pay McCraw for the replacement cost of the loaned equipment.
8. Customer agrees to indemnify, defend, and hold harmless McCraw, its agents, and employees from all claims, loss, or damage McCraw may sustain for any of the following reasons: (a) loss of, or damage to, any Loaned Equipment by any cause; (b) injury to, or death of, any person, including but not limited to agents or employees of Customer; and (c) damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of any Loaned Equipment, including, but not limited to, any environmental contamination not related to McCraw's negligence.
9. Upon default in the payment of any installment of rent, or upon a breach of any other condition of this agreement to be performed or observed by Customer, or if Customer discontinues its business, McCraw shall have the right without notice or demand to terminate this agreement, but such termination shall not release Customer from the payment of damages sustained by McCraw. If upon any termination of this agreement Customer fails or refuses forthwith to deliver the Loaned Equipment to McCraw, McCraw shall have the right to enter Customer's premises, or any other premises where the Loaned Equipment may be found, forcibly if necessary, and to take possession of and remove the Loaned Equipment without legal process. Customer releases any claim or right of action for trespass or damages caused by reason of such entry and removal; nor shall McCraw be prejudiced from pursuing any other remedies to which it otherwise might be entitled on account of arrears of rent or breach of any other conditions of this agreement.
10. This Loaned Equipment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
11. Customer agrees that McCraw has loaned equipment to Customer under this agreement with a reasonable expectation that sales to Customer delivered into Loaned Equipment shall be sufficiently profitable to justify McCraw's Loaned Equipment investment and ongoing maintenance. Should McCraw, in its sole discretion, decide that the continued loan of equipment is not economical, McCraw may remove the Loaned Equipment with fifteen (15) days advance notice to Customer. In the event that the Loaned Equipment is removed by McCraw, McCraw shall not be liable for any damages related to the cessation of product sales under this agreement.

**Loaned Equipment Schedule**

Description	Serial Number

**Terms above are agreed and accepted:**

Customer Legal Business Name \_\_\_\_\_ DBA \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**ADDITIONAL ACCOUNT TERMS APPLICABLE TO GO FUEL CARD CUSTOMERS**

1. These Additional Account Terms Applicable to Go Fuel Card Customers ("Go Card Agreement") supplement and are in addition to the Account Terms Applicable to All Customers.
2. McCraw's Go Fuel Card access cards ("Card(s)") will be used only by a commercial enterprise or government body in its business, and the fuel obtained will not be available for personal or retail use. This is a commercial transaction and does not constitute consumer credit under any applicable law.
3. Customer hereby accepts the obligation and responsibility for payment for all charges made with Card(s) issued to Customer. Should any of the Card(s) issued to Customer be lost, stolen or misplaced, Customer shall remain liable for any purchases made with lost or stolen Card(s). This obligation extends until McCraw confirms and acknowledges to customer receipt of proper written notice of the lost or stolen Card(s) from Customer during normal business hours, provided this notice includes the Card number for each lost or stolen Card. Customer agrees to, and acknowledges, full liability for the losses resulting from any failure to report unauthorized use of Card(s) in accordance with the terms hereof.
4. Customer represents that any person using a Card issued in the name of Customer will be taught all safety regulations to ensure safe operation of all fueling sites.
5. Customer covenants to use, and to cause any person using a Card issued to Customer to use, their best efforts to avoid any fuel spills at the sites and to keep the fueling sites neat and clean. Customer and those using the Card(s) delivered to Customer hereunder represent to McCraw that those using the fueling sites are aware of the proper use of the fueling sites and Customer and guarantors will indemnify and hold McCraw, its officers, directors, shareholders, landlords, tenants and agents harmless from any liability, claims and costs including, but not limited to, those for bodily injury and property damage that may be caused in whole or in part by the use of the Card(s) by the Customer or those using the Card(s) delivered to the Customer hereunder. Customer agrees to notify McCraw immediately of any fuel spills or damage to McCraw's equipment by the Customer.
6. McCraw maintains the absolute right exercisable in its sole discretion to interrupt or terminate use of any and all Card(s) issued to Customer. Any claim for defective fuel or any other claim or defective product(s) is waived by Customer unless made within fifteen (15) days from the Customer's purchase of defective fuel or purchase of the product or services giving rise to the claim.
7. In consideration of McCraw selling merchandise and services to the Customer, the Customer agrees to McCraw's payment terms and conditions hereof and as described on McCraw's billing statement regarding all purchases made by Customer, on Customer's behalf or using Card(s) issued to Customer.
8. Any disputed charges must be identified by Customer within sixty (60) days of original invoice date. After sixty (60) days, all charges are considered valid. Customer agrees that it shall notify McCraw no later than the earlier of (i) forty-eight (48) hours following receipt of the McCraw statement including unauthorized use of Card(s) or (ii) upon learning of unauthorized use of Card(s). Without in any manner limiting the full assumption of liability set forth in this paragraph and in this agreement, Customer agrees to and acknowledges full and complete liability for any losses resulting from any failure to report unauthorized use of Card(s) in accordance with the terms hereof.
9. This Go Card Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
10. Customer is hereby informed that McCraw may use video and/or audio recording devices at its facilities for security and/or theft and fraud deterrence, and Customer consents to this use of recording devices.

**Account Terms above are agreed and accepted:**

Customer Legal Business Name \_\_\_\_\_ DBA \_\_\_\_\_

 Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_