



Account Information Checklist

(For Personal/Individual Accounts Only)

_____ All accounts, please complete the top portion of the Personal Account Information Form

_____ If you are not paying by cash on delivery or prepaying, please complete the Charge Customer section of the form

_____ To authorize payment by credit card or electronic funds transfer from your bank account, please complete and sign either the Credit Card Authorization or Bank Account Electronic Funds Transfer Agreement

Please return to:

Mail: PO Box 220
Bonham, Texas 75418
Attn: Credit Manager

Secure Fax: (903) 568-3072

Secure Email: creditapps@mccrawoil.com

Commercial account applicants may complete the commercial credit application which can be found at mccrawoil.com or mccrawpropane.com.

PERSONAL ACCOUNT INFO. FORM

PO Box 220; Bonham, Texas 75418

P: 903-583-7481 ♦ F: 903-568-3072 ♦ creditapps@mccrawoil.com



All Customers Please Complete This Section

Applicant: Name _____ ("Customer") Social Security Last 4-Digits _____

Applicant: Phone _____ Alt. Phone _____ E-mail _____

Co-Applicant: Name _____ ("Co-Applicant") Social Security Last 4-Digits _____

Co-Applicant: Phone _____ Alt. Phone _____ E-mail _____

Delivery Address _____ City _____ State _____ Zip _____ County _____

Mailing Address _____ City _____ State _____ Zip _____ County _____

☐ Check to Opt-Out of Email Invoices & Statements

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

Customer and Co-Applicant (collectively referred to as "Customer") certify that all information given is correct and that Customer has the authority to incur liabilities and enter into this agreement. By signing below, Customer acknowledges that he/she has been given a copy of this agreement and hereby agrees that he/she has read, agrees and consents to the Account Terms and Conditions attached hereto as page.

Applicant's Signature:  _____ Date: _____

Co-Applicant's Signature:  _____ Date: _____

Charge Customers Please Complete This Section

Applicant: Date of Birth _____ Social Security # _____

Co-Applicant: Date of Birth _____ Social Security # _____

☐ Applicant or ☐ Co-Applicant (check one): Current Employer _____ # Years Employed _____

Address _____ Position Held: _____ Salary: _____ Hourly/Monthly

Do you: ☐ Rent or ☐ Own your home? Would you like to pay by ☐ credit card on file ☐ direct checking account withdrawal or ☐ mail or in-person?

Customer authorizes McCraw to verify any credit information from whatever source it deems appropriate based on the information provided above for the purpose of credit approval. Customer certifies that all information given is correct and that Customer has the authority to incur liabilities and enter into this agreement. Customer acknowledges that the Customer's credit file may be requested from a credit reporting agency for the purpose of verifying credit history.

Applicant's Signature:  _____ Date: _____

Co-Applicant's Signature:  _____ Date: _____

For McCraw Oil company use only

☐ Approved ☐ Denied By _____ Date _____ Credit Limit \$ _____ Acct # _____

Sales Rep _____ Branch _____ Route Code _____ Customer Type _____ Notes _____

ACCOUNT TERMS AND CONDITIONS

1. The Customer and Co-Applicant (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 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 the Customer resides from time to time, which remedies shall be cumulative and not exclusive.
4. Customer certifies that: (a) Customer is contractually free to purchase fuel, propane or other ordered goods and services from McCraw; and (b) Customer owns and/or controls the fuel, propane 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 propane ordered from McCraw.
5. The parties agree that, if the account is referred for collection or to an attorney, Customer will pay reasonable collection and attorneys fees.
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 the federal district court in the state where the Customer resides if outside the State of Texas and in the district courts of Fannin County, Texas if the Customer resides in the State of Texas. Customer further agrees that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waives any and all right to seek venue elsewhere.
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 AND 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 propane or lubricants or other goods and services or their delivery. Customer agrees to notify McCraw immediately of any fuel or lubricant spills, propane leaks or suspected propane leaks 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 Account Terms agreement does not constitute an agreement by McCraw to offer credit terms to Customer. Unless otherwise stated in a contractual agreement executed by the Customer and McCraw, standard credit terms are net 30 days from date of invoice (subject to credit approval and subject to change at McCraw's sole discretion).
13. If McCraw has loaned Customer tanks, pumps or other equipment, the Leased Equipment Agreement is incorporated into this Agreement and the Account Terms and Conditions herein are incorporated by reference into the Leased Equipment Agreement.
14. If sales of propane are made to Customer under this Agreement, Customer agrees to: (a) notify McCraw immediately in writing of any changes made to the propane tank or propane plumbing or propane appliances attached to any tank into which McCraw delivers propane; and (b) ensure that the entire propane tank and plumbing system remain in compliance with state, local and federal regulations, laws and codes; and (c) promptly report to McCraw any suspected or actual propane leak or propane out of gas event.
15. 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 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.

McCraw's Account Terms and Conditions are subject to change. Please refer to mccrawoilandpropane.com for the most recent Account Terms and Conditions. (T&C Revision Date: 08/25/2020)

CREDIT CARD AUTHORIZATION

Names on account (**must match account application page**):

Applicant: _____

Co-Applicant: _____

Cardholder Name ("Cardholder"): _____

Billing Address: Street: _____

City: _____ State: _____ Zip: _____

Cardholder email: _____ Cardholder phone: _____

Card Type (check one): ☐ Visa ☐ MasterCard ☐ Discover ☐ AMEX ☐ Other _____

Card Number: _____ Expiration Date: _____

3 digit security code located on back of card: _____



Cardholder authorizes McCraw Oil, Inc. ("McCraw") to charge Cardholder's credit card and to apply the charged amount to the Applicant and Co-Applicant's McCraw account. If "One-Time Charge" is checked below, Cardholder authorizes a one-time charge for the amount shown. If neither option is checked or if "Recurring Charge" is checked, Cardholder authorizes McCraw to charge the credit card at the time of the due date of each purchase and/or at the time monthly statements are created and to apply the credit card payment to the Applicant and Co-Applicant's McCraw account. A recurring charge authorization will remain in effect until revoked by Cardholder in writing. It is the cardholder's responsibility to inform McCraw of any changes in credit card information, including, but not limited to changes in expiration date.

This Credit Card Authorization 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.

Check One: ☐ One-Time Charge for \$ _____ or ☐ Recurring Charge



Cardholder Signature

Date

Printed Name

Title

McCraw Internal Use Only:

Date	Amount	Charged By	Authorization Code

BANK ACCOUNT ELECTRONIC FUNDS TRANSFER AGREEMENT

Names on account (must match account application page):

Applicant:  _____

Co-Applicant:  _____

Bank Account Owner hereby authorizes McCraw Oil Company, Inc., ("McCraw") to initiate debit entries to the checking account indicated below at the depository named below (hereinafter called "Depository") to debit the same to such account. Bank Account Owner agrees to allow McCraw to apply received funds to the McCraw account of the Applicant and Co-Applicant. Bank Account Owner certifies that he/she is the owner of the bank account listed below and has signatory authority over said account. This Bank Account Electronic Funds Transfer Agreement ("EFT Agreement") is to remain in full force and effect until McCraw and the Depository have received written notification from Bank Account Owner in such time and manner as to afford McCraw and the Depository a reasonable opportunity to act on the notification. The EFT Agreement allows McCraw to charge debits to this account at frequent intervals for varying amounts.

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 Account Name: _____

Bank Account #: _____

Bank Name: _____ Phone: _____

ABA# (Routing#): _____

BANK ACCOUNT OWNER (MUST BE AUTHORIZED SIGNER ON THE BANK ACCOUNT):

Signature  _____

Printed Name _____

Title _____ Date _____

MUST ATTACH VOIDED CHECK

