

Credit Application

Sales Representative: _____

DATE: _____



WESTERN STATES PETROLEUM, INC.

Please complete and return to: 450 S. 15th Ave. (602) 252-4011
Phoenix, AZ 85007 (602) 340-9621 Fax

Driver License # _____

NO ACCOUNT ESTABLISHED UNLESS APPLICATION IS PROPERLY COMPLETED, INCLUDING VARIOUS LOCATIONS, IF APPLICABLE.

Legal Business Name: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Business Phone: _____ Federal Tax I.D. #: _____ State Tax #: _____

Credit Limit Requested \$ _____ How long in Business at this address: _____ yrs.

IF LESS THAN ONE (1) YEAR, PLEASE GIVE PREVIOUS ADDRESS: _____

Type of Business: _____

PARTNERSHIP OR PROPRIETORSHIP:

	Name	Social Security #	Home Address	Spouse
1.				
2.				

CORPORATION:

Title	Name	Home Address	Social Security #
President			
Vice President			
Secretary			
Treasurer			

PRINCIPAL SUPPLIERS:

	Company Name	Address, City, State	Fax Number
1.			
2.			
3.			

Does Company own real property? If YES, give address: _____

Does Individual own real property? If YES, give address: _____

BANK: _____ BRANCH: _____

APPLICATION, AUTHORIZATION AND AGREEMENT TERMS

The undersigned _____ (“Customer”) states that all of the foregoing information is true and correct and requests that Western States Petroleum, Inc. (“Distributor”) extend credit, and/or continue previously extended credit to Customer in material reliance upon such information.

To further assist Distributor in determining the nature and extent of credit, if any, to be extended or continued, Customer hereby authorizes, but does not require, Distributor to obtain consumer credit reports and to investigate any credit and financial records which are in the name of Customer or its principal officers and owners and authorizes Distributor to share the information received from any consumer credit report with Distributor’s affiliates, agents, attorneys, officers and owners. If requested by Customer, Distributor will disclose whether a consumer credit report has been obtained in connection with this application, and if so, the identity of the agency that furnished the report. Customer hereby directs any credit bureau, credit reporting agency and any other person, agency or firm having data or information concerning Customer or its principal officers and owners to accept a photocopy of this authorization as Customer’s authorization to release and direction to furnish copies of all such data and information to Distributor.

Customer agrees to assume full responsibility for all purchases made on Customer’s account and to pay all bills when due. In the event that Customer makes purchases that exceed any previously requested and/or approved credit limit, that such purchases shall be deemed a request by Customer to increase such credit limit, Customer will be deemed to have actual knowledge of such additional credit purchases, and Customer agrees to assume full responsibility and to pay additionally any such amounts which exceed the credit limits previously set by Distributor.

Customer acknowledges and agrees as follows:

- i) Except as may be otherwise agreed in writing by Distributor, payment terms are NET 10 DAYS on all fuel purchases, and NET 30 DAYS on purchases of oils, solvents and lubricants.
ii) Any dispute or disagreement about billings, charges or goods delivered or received shall be deemed conclusively waived if not raised by Customer in writing within 10 days following billing.
iii) All late payments and any unpaid balance shall be subject to interest at the rate of 1.5% per month or the maximum legal rate, whichever is greater.
iv) If Distributor finds it necessary, within its sole and absolute discretion, to refer this matter to an attorney or collection agency for collection, Customer will pay an additional fee Equal to twenty-five percent (25%) of the outstanding balance, which amount may be added to the principle balance owed by Customer without further notice as a reasonable attorney’s/collection fee, in addition to any taxable costs and accruing interest.
v) Any litigation arising out of or related to this Credit Application, Authorization and Agreement shall take place in Maricopa County, Arizona and Customer consents to jurisdiction and venue in the Courts of Maricopa County, Arizona.

BY: _____ PRINTED NAME: _____
Owner/Corporate Officers/Co-Partner

The undersigned agrees to unconditionally guarantee payment of all sums owed pursuant to this Agreement and further agrees to its terms regarding venue. This is intended to be and is a continuing guarantee and shall not be revoked except by written notice to creditor.

Guarantor

Guarantor (Spouse) required if applicable

Guarantor

Guarantor (Spouse) required if applicable

CONTINUING GUARANTEE AND CONSENT

As a direct and material inducement to Western States Petroleum, Inc. ("Distributor") to extend credit to Customer, and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Guarantor(s)") jointly and severally unconditionally and personally guarantee full payment, performance and compliance of all indebtedness and all terms and conditionals set forth above by Customer, including without limitation, all purchases, debts, obligations and liabilities of Customer, now or hereafter incurred or entered into by Customer. Guarantor (s) understands and agrees that Guarantor's liability extends to all outstanding amounts owed by Customer, including without limitation, any amounts that may exceed any previously stated credit limit for customer, and any fees or costs incurred by Distributor in the collection of any amounts due hereunder. Guarantor (s) hereby authorizes, but does not require, Distributor to, from time to time, review and renew the extension of credit to Customer, and/or to modify Customer's payment terms or schedule, and to increase or decrease Customer's credit limits, all without further notice to Guarantor(s); it being Guarantor's obligation to monitor any credit balances owed by Customer to Distributor. Guarantor (s) agrees that separate actions may be brought against Guarantor (s) whether or not Customer or other parties deemed by Customer to be responsible are joined in any such action. If litigation is instituted to enforce this Continuing Guarantee, Guarantor (s) agrees to jurisdiction and venue as specified in the Credit Application, Authorization and Agreement above.

This Guarantee is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor (s), which must be sent to Distributor by certified mail with return receipt, or by other form of delivery requiring acknowledgement of receipt by Distributor. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor (s) is able to provide and prove written acknowledgement of receipt by Distributor. Any such withdrawal or revocation of this Guarantee by Guarantor (s) shall not be effective as to any outstanding balances or purchases made prior to Distributor's receipt of such withdrawal or revocation, and Guarantor (s) shall remain fully liable therefore. Distributor reserves the right, within its sole discretion, to cancel Customer's right to future credit at any time following any such withdrawal or revocation by Guarantor (s).

Guarantor (s) hereby authorizes Distributor to investigate any credit and financial records which are in the name of Guarantor (s) and authorizes Distributor to share the information received from any consumer credit report with Distributor's affiliates, agents, attorneys, officers and owners. If requested by Guarantor (s), Distributor will disclose whether a consumer credit report has been obtained in connection with this application, and if so, the identity of the agency that furnished the report. Guarantor (s) hereby consent to, but do not require, Distributor's use, from time to time, of a non-business consumer credit report on Guarantor (s) to evaluate the credit worthiness of Guarantor (s) in connection with the extension of business credit as contemplated by this Application, Authorization and Agreement Terms. Guarantor (s) understands and acknowledges that this Guarantee relates to a commercial debt, and is not a consumer debt subject to the Fair Debt Collection Practices Act ("FDCPA"). Guarantor (s) acknowledges and understands that Guarantor (s) liability hereunder is intended to be personal, irrespective of whether Guarantor (s) executes this Guarantee using a company title to position.

IN THE EVENT THAT GUARANTOR (S) IS MARRIED, THEN GUARANTOR'S SPOUSE MUST SIGN THIS CONTINUING GUARANTEE AND CONSENT. IN THE EVENT THAT NO SPOUSE SIGNS THIS CONTINUING GUARANTEE AND CONSENT, DISTRIBUTOR IS EXPRESSLY AUTHORIZED BY GUARANTOR (S) TO ACCEPT THE SAME AS AN AFFIRMATIVE AND MATERIAL REPRESENTATION BY GUARANTOR (S) THAT GUARANTOR (S) IS NOT MARRIED AND UNDERSTANDS THAT DISTRIBUTOR'S EXTENSION OF CREDIT HEREUNDER IS MADE IN RELIANCE THEREON. IN THE EVENT SUCH REPRESENTATION IS LATER DETERMINED TO BE UNTRUE, DISTRIBUTOR SHALL BE ENTITLED TO SEEK RELIEF AGAINST GUARANTOR'S MARITAL COMMUNITY BASED UPON SUCH MISREPRESENTATION WHICH SHALL BE DEEMED INTENTIONAL. IN THE EVENT THAT GUARANTOR'S MARTIAL STATUS CHANGES FOLLOWING THE EXECUTION ON THIS CONTINUING GUARANTEE AND CONSENT, GUARANTOR (S) WILL PROVIDE WRITTEN NOTICE TO DISTRIBUTOR BY MEANS REQUIRING ACKNOWLEDGEMENT OF RECEIPT BY DISTRIBUTOR

Guarantor

Guarantor (Spouse) **required if applicable**

Guarantor

Guarantor (Spouse) **required if applicable**

