

CREDIT APPLICATION FOR A BUSINESS ACCOUNT AND SALES AGREEMENT			
BUSINESS CONTACT INFORMATION			
Company name ("Customer"):			
Name & Title ("Individual"):			
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:
BUSINESS AND BANK INFORMATION			
Primary business address:			
City:		State:	ZIP Code:
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account	Account number		
Savings			
Checking			
Other			
BUSINESS/TRADE REFERENCES			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
CREDIT SEARCH AUTHORIZATION			
<p>The Customer/Individual (Signer) authorizes McEvoy Oil Company to make inquiries into the above-referenced banking and business/trade references and McEvoy Oil Company may check the credit history with the bank and business/trade references and any business and/or consumer credit reporting agency. This includes any information, both personal and business, as necessary, to evaluate the credit decision. Customer /Individual hereby authorizes McEvoy Oil Company to make credit inquiries or to investigate Customer/Individual credit worthiness at any time which it may consider necessary for as long as McEvoy Oil Company is providing product on credit pursuant to this Agreement.</p>			
GUARANTY OF INFORMATION PROVIDED			
<p>Customer/Individual (Signer) guarantees the information provided to McEvoy Oil Company is true and correct and the Customer/Individual has made the above statement and provided the information for the purpose of obtaining commercial credit.</p> <p>The Individual certifies that the person signing below is an authorized representative of the Customer.</p> <p>Credit Limit Requested (must be completed):</p>			

Are you now, or have you within the last 24 months been a "debtor" under the bankruptcy laws of the United States or any other nation? **Yes** **No**

If yes, please identify the court and case number: _____

Are you currently a defendant in any civil action to collect a debt? **Yes** **No**

If yes, please identify the court and case number: _____

Do you have any unsatisfied judgments against you? **Yes** **No**

Have you been denied credit within the last two (2) years? **Yes** **No**

Have you had a credit line canceled or suspended during the last two (2) years? **Yes** **No**

Have you had any property repossessed or sold on an execution sale during the last two (2) years? **Yes** **No**

At any time within the last two (2) years, have you used a credit source to pay off another creditor? **Yes** **No**

Credit Card Info MC Visa AmEx Card No: _____

Expiration Date: _____ Name on Card: _____

DETAILS OF TWO (2) DIRECTORS, PARTNERS OR PROPRIETORS

Name:	Position:	Address:	Social Security Number

CREDIT AND SALE TERMS

By executing this application and agreement, Customer agrees as follows:

These terms and conditions shall apply to all existing and future credit and indebtedness owed.

Terms of payment. Upon approval of credit, and unless otherwise agreed in writing, McEvoy Oil Company shall invoice customer daily for fuel purchases. Unless otherwise agreed in writing, **customer shall pay invoices not later than fifteen (15) days after invoice date.**

In the event Customer fails, for any reason, to pay invoices when due, Customer authorizes McEvoy Oil Company to charge the credit card identified (shown above) or to initiate debit and credit entries to the bank account(s) indicated on page 1. Customer shall provide a voided check to McEvoy Oil Company for the credit file. Customer hereby certifies that this account(s) is used solely for business purposes for payment of all obligations determined by McEvoy Oil Company to be owing by Customer.

Customer shall pay interest on its outstanding balance at the daily rate of .000493151 (18% per annum on a 365 day year, or the highest rate permitted by law, whichever is less). Interest shall begin to accrue on the 22nd day after invoice date. Payment shall be deemed to occur when McEvoy Oil Company has funds available to it. Unless otherwise indicated, payment shall be made to McEvoy Oil Company at the address shown on this Credit Application and Agreement.

Modification and Denial of Credit. McEvoy Oil Company may modify the terms of credit or suspend or terminate credit to Customer at any time. If Customer institutes any action under any Federal Rule or State Law dealing with insolvency, bankruptcy, receivership, or other debt relief, this agreement to offer credit shall simultaneously automatically terminate and any amounts due to McEvoy Oil Company shall accelerate and become immediately due and payable, without notice, declaration or other act whatsoever by McEvoy Oil Company. All other terms and conditions herein shall survive suspension or termination of credit. If credit is suspended or terminated, Customer shall pay for all purchases as a condition precedent to delivery (Cash On Delivery). Delivery shall mean transfer of fuel or associated products from McEvoy Oil Company vehicle to customer vehicles or fuel transfer tanks.

Pricing. The petroleum products industry is very competitive and pricing of gas and oil fluctuates constantly. Unless otherwise agreed in writing, McEvoy Oil Company reserves the right to change pricing with each delivery to reflect the current market conditions and rack prices for product sold to Customer.

Quantity. Customer agrees that recordings from McEvoy Oil Company's Touch PC automated metering system ("Fuel Tickets") shall constitute irrefutable evidence of the quantity of fuel delivered to Customer.

Temperature Corrections. Adjustments in volume owing to differences in temperature shall be made, where applicable, in accordance with tables published in ASTM 1250 or equivalent as supplemented or amended from time to time.

Best Efforts. McEvoy Oil Company shall use its best efforts to deliver product to Customer when and as ordered. Customer acknowledges, however, that a 24 hour lead time is required under usual circumstances. Customer acknowledges that delivery may be delayed or postponed due to circumstances beyond McEvoy Oil Company's control including, but not limited to: traffic conditions; fuel availability; inclement weather; hazardous conditions at site or in route to site; war; hostilities; sabotage, strike; lockout; labor disturbance; act of governmental authority. McEvoy Oil Company is under no obligation to make deliveries when, in its sole judgment, delivery cannot be accomplished in a safe manner.

Consequential Damages. Under no circumstances shall McEvoy Oil Company be liable to Customer for special, incidental, consequential or other damages, losses, or expenses of any kind and Customer hereby waives the same. _____ (initial)

Personal Guaranty. Unless waived in writing by McEvoy Oil Company, McEvoy Oil Company shall not extend credit to Customer without receipt of a personal guaranty from the owner or principle of Customer in the form attached to this Credit Application and Agreement.

Collection. In the event McEvoy Oil Company engages the services of an attorney to enforce collection, the prevailing party in such litigation shall be entitled to the costs of such action, including reasonable attorney's fees incurred. Suit to enforce this Credit Application and Agreement shall be brought in Whatcom County, Washington.

Security. To secure payment and performance of all obligations, Customer hereby grants McEvoy Oil Company a Purchase Money Security Interest in all petroleum products, whenever sold or consigned to Customer by McEvoy Oil Company. Customer authorizes McEvoy Oil Company to file financing statements describing the collateral along with other notices, and will assist McEvoy Oil Company in taking any other necessary actions to perfect and protect McEvoy Oil Company's security interest.

This Credit Application and Agreement expresses the entire understanding of the parties with respect to the subject matter hereof. It may be modified only in writing and executed by all parties hereto. Except for the purpose of collection, this Credit Application and Agreement may not be assigned directly or by operation of law. This Credit Application and Agreement shall be binding upon and inure to the benefit of the parties, respective heirs, personal representatives and any successors that have been approved by McEvoy Oil Company in writing.

ORAL AGREEMENTS OR COMMITMENTS TO LEND MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

SIGNATURES

NAME/TITLE: _____

NAME/TITLE: _____

DATE: _____

DATE: _____

UNCONDITIONAL GUARANTY OF CREDIT

The undersigned individual(s) unconditionally guarantees the prompt payment of charges incurred and any other obligation by the credit applicant identified ("Customer") on page one of the Credit Application and Agreement to which this guaranty is attached.

The undersigned guarantor(s) does hereby waive any and all defenses that Customer may have to any claim by McEvoy Oil Company for payment of invoices.

The undersigned guarantor(s) acknowledges as follows:

1. This guaranty is a material inducement to McEvoy Oil Company extending credit to Customer;
2. If more than one individual guarantees Customer's debt to McEvoy Oil Company, such guarantees are joint and several. The waiver of enforcement or release of one guarantor shall not affect the liability of the remaining guarantors.
3. Guarantor(s) hereby irrevocably waives, disclaims and relinquishes all claims, rights or remedies to which they may now have, or later acquire against the Customer, specifically including, without any limitation, any claim right or remedy of subrogation, exoneration, reimbursement, indemnification or contribution that Guarantor(s) has against the Customer, or if this is a joint and several guaranty, against each other, so that at no time shall Guarantor(s) become a "creditor" of each other or of the Customer within the meaning of 11 U.S.C. §101(10) or § 547(B), or any successor provisions of the United States Bankruptcy Code, as a result of this guaranty.
4. In the event McEvoy Oil Company is forced to disgorge a payment as a "preferential transfer" within the meaning of the United States Bankruptcy Code, or similar state law, Customer's indebtedness to McEvoy Oil Company for purposes of this guaranty shall be deemed unpaid.

Guarantor Signature: _____

Guarantor Name/Title: _____

ORAL AGREEMENTS OR COMMITMENTS TO LEND MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Credit Approval (FOR INTERNAL USE ONLY)

Based on the foregoing Credit Application and Agreement executed by Customer and Guarantor(s), MCEVOY OIL COMPANY hereby agrees as follows:

Credit is approved. Maximum Credit allowed: \$ _____

Credit Terms: **Net Fifteen (15) days** **Other _____**

Credit is denied. Customer must pre-pay for purchases.

MCEVOY OIL COMPANY AUTHORIZED SIGNATURE / DATE