

Fuel ____ Oil ____
Sales Rep _____



APPLICATION FOR CREDIT

8450 Tanner Williams Road / Mobile, Alabama 36608-8316
 (Fuels)Phone: 251-633-4446 / Fax: 251-639-4755 (Oils) Phone: 251-633-4444 /Fax: 251-633-6311

COMPANY NAME _____

Physical Street Address _____ City _____ State _____ Zip Code _____ Telephone Number _____

Mailing Address _____ City _____ State _____ Zip Code _____ Telephone Number _____

COMPANY TYPE: ____ Sole Proprietorship ____ Partnership ____ Corporation (Corporate Resolution Required) ____ LLC

FEIN: _____ **SSN:** _____ **Drivers Lic. No. & State:** _____

Number of years in business _____ Previous Address _____

Accounts Payable Contact & Phone Number _____ Email Address of A/P Contact _____

Applicant Website Address: _____ Tax Exemption Number: _____ (please attach certificate)

Hereby requests credit in an amount of \$ _____ in accordance with the terms and conditions set forth herein. Davison may change credit limits or deny credit at its complete and sole discretion. This is not an agreement to lend money. The amount of credit requested by Applicant herein above is not a limitation of liability or responsibility to the amount requested unless Applicant expressly limits in writing its credit liability, which limitation must be acknowledged in writing by Davison.

PRINCIPALS: If Applicant is other than a sole-proprietorship, list the names, titles, addresses and telephone numbers of ALL principal owners, members or partners:

Is Purchase Order Required? _____ Person(s) Authorized to Sign PO: _____

BANK REFERENCES:

Name	Address	Account Number	Account Type
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Name	Address	Account Number	Account Type
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TRADE REFERENCES: (Include current and previous fuel or oil suppliers)

(1) Name	Address	City	State	Zip	Contact Name	Telephone Number	Fax Number
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(2) Name	Address	City	State	Zip	Contact Name	Telephone Number	Fax Number
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(3) Name	Address	City	State	Zip	Contact Name	Telephone Number	Fax Number
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PERSONAL REFERENCES:

Name _____ Address _____ City, State, Zip _____ Telephone _____

Name _____ Address _____ City, State, Zip _____ Telephone _____

LITIGATION HISTORY:

Has the Applicant or principals listed herein ever been a debtor in a bankruptcy proceeding? If so, state years & place of filing _____

Are there any judgments or tax liens existing against Applicant or principals listed herein? _____

Are there any current legal proceedings pending against Applicant or principals listed herein? If so, state style of case and place of filing _____

TERMS: Applicant hereby CERTIFIES that the information on this form is true and correct and understands Davison is relying on the accuracy and truthfulness of Applicant. Applicant agrees to make payments for credit extended in accordance with the terms and conditions as extended by Davison. By submitting and signing this Application, Applicant authorizes Davison, its agents or attorneys, to investigate and obtain, verify, and re-verify, the credit history of Applicant, obtain credit reports and authorize the above disclosed banks to release banking information as deemed necessary by Davison.

COMPANY NAME: _____

By: _____
 Principle / Owner - **Signature** _____ Date _____

By: _____
 Principle / Owner - Please Print _____ Date _____

ADDITIONAL TERMS: Interest will accrue on any unpaid balances due and owing at the rate of 18% per annum or the maximum rate provided by Alabama law, whichever is higher. In the event Davison Fuels & Oil LLC (Davison) retains legal counsel to collect any debt owed to it by the Applicant, Applicant agrees to pay a reasonable attorney's fee of up to 35 percent of the total amount due and owing and all legal costs and expenses incurred by Davison, whether the same is collected by suit or otherwise. Applicant further waives as to any debt due and owing to Davison, any and all rights of exemption that may exist under applicable state or federal law. Any sales tax due on any invoice is according to our understanding of the sales tax law. It is understood that you are responsible for payment of all taxes, whether such taxes are in effect on date of delivery or are made effective or increased after the date of delivery. Applicant will indemnify, defend and hold harmless Davison from and against any liability for any and all taxes.

* **RETURN COMPLETED APPLICATION AND PERSONAL GUARANTY TO: Applications@DavisonFuels.com or FAX TO: (251) 633-6311 ***



PERSONAL GUARANTY

8450 Tanner Williams Road Mobile, Alabama 6608-8136
Phone: 251-633-4446 Fuels) Fax: 251- 639-4575

FOR VALUE RECEIVED, and to induce Davison Fuels & Oil LLC, your divisions, subsidiaries, successors and assigns (all hereinafter "Davison") to undertake or continue to sell goods and/or lease property to:

_____ (hereinafter "Debtor"), the undersigned(s), jointly and severally, hereby unconditionally, primarily and absolutely, guarantees payment when due of any and all present and future indebtedness owed to Davison by the Debtor and hereby agrees to pay such indebtedness punctually if default in payment is made thereof by the Debtor.

The undersigned waives notices of acceptance hereby and notice of orders, sales, and deliveries to the Debtor, and of the amounts and terms thereof, and of all defaults or disputes with the Debtor, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting his liabilities hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptable, and any other form of obligation for the Debtor's indebtedness, and the demand, protest and notice of protest of such instrument or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of Court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or assignment for the benefit of creditors of the Debtor, and anything whatsoever, whether or not herein specified, which may be done or waived by or between you and the Debtor, or the Debtor and any other person whose claims against the Debtor have been or shall be assigned or transferred to you.

Without in any way limiting the foregoing, the undersigned acknowledges that this Guaranty encompasses Debtor's purchases of goods and services on account (including credit card purchases) and service, handling and delinquency charges incurred thereon, Debtor's rental obligations for leased real and personal property, money borrowed by or advanced to or on behalf of Debtor (whether secured or unsecured), unpaid taxes on goods purchased, Debtor's obligation to account for goods consigned to or in the care of custody of Debtor, reasonable attorney's fees and all accrued interest (at the contract rate of 1.5% per month on unpaid balances, advances, money lent or such other debt owing by Debtor).

This Guaranty is unlimited as to the amount and time, and may only be revoked by the undersigned effective five (5) days after receipt by Davison of written notice to that affect, signed by the undersigned and delivered to Davison at the above address, marked for the attention of the Credit Manager, but such revocation shall not affect liability on any indebtedness then existing. Furthermore, the undersigned agrees that in the event of death of one or more of the undersigned, each such decedent's heirs, executors and administrators shall be bound hereby until actual knowledge of such death shall come to the attention of the Credit Manager. In the event the Debtor misstates its corporate status to Davison on the Credit Application or any other loan or forbearance agreements, regardless whether intentionally or innocently, or the Debtor is a sole-proprietorship or partnership that subsequently incorporates or organizes, or the Debtor is an existing corporation or company that changes its corporate status in any respect, this guaranty shall remain in full force and effect for such purchases from said entity regardless of its incorrect or amended corporate structure, and undersigned Guarantor shall remain obligated for all such amounts pursuant to the terms of this guaranty, unless and until written revocation of this guaranty occurs as required hereinabove.

The undersigned, each for her or himself, hereby WAIVES as to this debt, or any renewal thereof, all rights of exemption under the Constitution and laws of the State of Alabama, or any other State, as to personal property, and each severally agrees to pay all costs of collecting and securing or attempting to collect or secure this obligation, including a reasonable attorney's fee, whether the same is collected or secured by suit or otherwise. This Guaranty may be assigned in whole or in part at any time without notice. The Guaranty is construed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on this day, the _____ of _____, 20_____

WITNESS: _____

Signature of Guarantor

Print name of Guarantor & SS Number

WITNESS: _____

Signature of Guarantor

Print name of Guarantor & SS Number



CUSTOMER LOCATION SHEET

8450 Tanner Williams Road Mobile, Alabama 6608-8136
Phone: 251-633-4446 Fuels) Fax: 251- 639-4575

CUSTOMERNAME _____

FEIN: _____ **SSN:** _____ **TYPE OF BUSINESS:** _____

WILL YOUR BUSINESS PURCHASE PROCUCTS FROM US FOR YOUR OWN USE _____ OR FOR RESALE _____?

IF YOU ARE EXEMPT SALES TAX, PLEASE INCLUDE: State Tax Exemption # _____

(Please attach a copy of your Sales Tax Certificate) City Tax Exemption # _____

County/Parish Tax Exemption# _____

ALL SHIP TO LOCATIONS:

_____ check one) _____ City _____ PJ _____ County
Name Address (street city, county, state)

_____ check one) _____ City _____ PJ _____ County
Name Address (street city, county, state)

_____ check one) _____ City _____ PJ _____ County
Name Address (street city, county, state)

_____ check one) _____ City _____ PJ _____ County
Name Address (street city, county, state)

_____ check one) _____ City _____ PJ _____ County
Name Address (street city, county, state)

_____ check one) _____ City _____ PJ _____ County

OPEN HOURS CONTACT PERSON _____ Phone # _____

AFTER HOURS CONTACT PERSON _____ Phone # _____

TANK INFORMATION:

TANK NO:	#1	#2	#3	#4	#5	#6	#7	#8
Product								
Capacity								
Dimensions								
Above or Below Ground								

DESCRIBE TANK LOCATION IN RELATION TO BUILDINGS, STREETS, LANDMARKS _____

Customer hereby CERTIFIES that the information on this form is true and correct and understands Davison is relying on the accuracy and truthfulness of this customer.

Owner or Representative/Title-SIGNATURE _____

Owner or Representative/Title - PRINT _____

ADDITIONAL TERMS: Interest will accrue on any unpaid balance due and owing at the rate of 18% per annum or the maximum rate provided by Alabama law, whichever is higher. In the event Davison retains legal counsel to collect any debt owed to it by the Applicant, Applicant agrees to pay a reasonable attorney's fee of up to 35 percent of the total amount due and owing and all legal costs and expense incurred by Davison, whether the same is collected by suit or otherwise. Applicant further waives as to any debt due and owing to Davison, any and all rights of exemption that may exist under applicable state or federal law. Any sales tax due on any invoices is according to our understanding of the sales tax law. It is understood that you are responsible for payment of all taxes, whether such taxes are in effect on date of delivery or are made effective or increased after the date of delivery. Applicant will indemnify, defend and hold harmless Davison from and against any liability for any and all taxes.



8450 Tanner Williams Road / Mobile, Alabama 36608-8316

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS)

Company Name _____

(Please Print)

I hereby authorize DAVISON FUELS & OIL LLC hereafter referred to as "Company" to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my:

(Select One):

Checking Account

Savings Account

And the depository named below, hereinafter referred to as "Financial Institution" to credit and/or debit the same to such account.

Financial Institution _____

Branch _____

City _____ **State** _____ **Zip** _____

Transit/ABA No. _____ **Account No.** _____

(A VOIDED Check MUST be attached – DO NOT use a deposit ticket)

Entries will be transmitted after e-mailed pre-notification of transaction details. This authority is to remain in full force and effect until Company has received written notification from me of its termination in such manner as to afford the Company and Financial Institution a reasonable time to act upon it. **Note: Any EFT returned for non-payment MUST BE replaced with a Cashier's Check or Certified Funds plus any applicable service charges.**

Signature _____ **Date** _____

Print Name _____ **Title** _____