



COMMERCIAL CREDIT APPLICATION

RETURN via fax to 509-214-6562 or email via customerservice@repowell.com
PHONE: 800-572-9634

Christensen, Inc. (DBA R.E. Powell Distributing Co., Don Thomas Petroleum), Christensen West, LLC (DBA SeaPort Petroleum),
herein after referred to as "COMPANY"

Legal Business Name, DBA / Trade Name, Billing Address, Physical Address, Does the physical address receive deliveries?, Type of Business, Years Established, Tax ID #, President, Cell Phone #, Vice President, Cell Phone #, Initial Credit Limit, Monthly Income, UBI Number, Reseller's Permit Number, etc.

If yes, please attach all tax exemptions.
Taxes will be charged on all invoices until exemptions are received.

TRADE CREDIT REFERENCES - (3 Required)

Name, Address, Phone, Email (repeated for three references)

BANK REFERENCE

Bank, Acct #, Bank Contact, Phone/Fax, Email

Products you wish to purchase: Transport loads of fuel, Grease/oil, Lubricants, Propane, Gasoline, Diesel (on-road), Diesel (off-road), Heating Oil, Other

Products & Terms

Please initial product of interest to verify you agree with the payment terms as stated.
General Accounts: Gasoline, oils, greases, rents, propane (except transport loads), heating fuel are Net 30 accounts
Transport Loads: (wholesale/special pricing): load-to-load or 10 days, whichever comes first and EFT payment required.
Common Carrier Freight: Net 15 days.

Note: The initial credit limit is subject to periodic change based on the Applicant's financial status.
Should outstanding credit balance exceed credit limit, payments must be made to bring Applicant below the credit limit before additional purchases can be allowed on a credit basis.

**CREDIT AGREEMENT**

The undersigned on behalf of the applicant herein (the "Applicant") agrees to the following credit terms:

1. The information furnished in this credit application is true, complete and accurate. "COMPANY" is authorized to obtain such information as may be required concerning the statements made in this application, and applicant agrees that the application shall remain "COMPANY'S" property whether it is approved or not. Applicant consents to information concerning this application, being given to credit reporting agencies or other agencies. Applicant's principals agree that the cell phone numbers provided may be used by "COMPANY" to contact the principals at any time.
2. Applicant understands and agrees to pay a finance charge computed by a periodic rate of 1.5% per month (annual rate of 18%) on any balance that "COMPANY" assesses as past due, or the maximum rate otherwise allowed by law, and further agrees to pay "COMPANY'S" attorney's fees, expenses and costs incurred in enforcing this agreement, whether or not a lawsuit is filed, and including without limitation, fees and costs incurred in a bankruptcy proceeding. Any litigation concerning this contract may be commenced, at the sole discretion of COMPANY, in any local, state or federal court within the State of Washington. If COMPANY pursues litigation within the courts of the State of Washington, Applicant consents to the personal jurisdiction of those courts and agrees that the venue may be placed in Yakima County, Washington, at the option of COMPANY".
3. Applicant grants "COMPANY" a security interest in all good delivered by "COMPANY", and all products and proceeds thereof, including accounts and payment intangibles.
4. The undersigned individual represents and warrants that he/she is duly authorized to execute and enter into this Credit Agreement on behalf of the Applicant.

PRINTED NAME/TITLE \_\_\_\_\_ PRINTED NAME/TITLE \_\_\_\_\_

SIGNATURE/DATE \_\_\_\_\_ SIGNATURE/DATE \_\_\_\_\_

**PERSONAL GUARANTEE**

In consideration of granting credit to the above applicant, hereinafter referred to as "Customer", any subsidiaries of Customer or any Corporation or LLC, or other entity related to Customer through common ownership, the undersigned Guarantors hereby each individually, **jointly and severally**, guarantee, unconditionally, the payment of any and all sums hereafter owing by Customer to "COMPANY" by reason of such sales, as well as service charges, interest or any other sums due "COMPANY" by Customer, waive notice of default and all defenses of sureties other than substantive defenses available to Customer, and agree that any bankruptcy, receivership or other insolvency proceeding of Customer shall not affect Guarantor's obligation hereunder, and further agree that as to each Guarantor this Guaranty shall be binding as to all credit advanced to Customer prior to any termination notice. If this Guaranty is placed in the hands of an attorney for collection, the Guarantors agree to pay all attorneys' fees and collections costs and if suit is filed, pay all allowable court costs. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation on this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above-named business credit grantor, from time to time as may be needed, in the credit evaluation process.

PRINTED NAME/TITLE \_\_\_\_\_ PRINTED NAME/TITLE \_\_\_\_\_

SIGNATURE/DATE \_\_\_\_\_ SIGNATURE/DATE \_\_\_\_\_

**Electronic Funds Transfer (EFT) Authorization**

I/we hereby authorize R.E. Powell and affiliated companies to initiate debit entries to the account listed below.

Bank Name \_\_\_\_\_ Phone \_\_\_\_\_  
Bank Account # \_\_\_\_\_ ABA \_\_\_\_\_

This EFT Agreement will remain in effect until R.E. Powell's bank receives written notification from an authorized user in such time and manner as to afford R.E. Powell's bank a reasonable opportunity to act on the notification. This Agreement allows R.E. Powell to charge debits to this account at frequent intervals for varying amounts.

Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Billing Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Invoice Delivery Email Mail

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

**\*\*\*ATTACH VOIDED CHECK\*\*\***

**THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE; (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580.**