



R.E. Powell Distributing, Seaport Petroleum\*, General Transport Company, AmeriFuel, GearJammer, Mid Valley Dodge Chrysler Jeep, Mid Valley Tire

(Herein after referred to as "COMPANY")

APPLICATION FOR OPEN CREDIT TERMS

TODAY'S DATE: CREDIT LIMIT REQUESTED:

PLEASE INDICATE PRODUCTS: TRANSPORT LOADS OF FUEL GAS CARDS GREASE/OIL PROPANE LUBRICANTS VP RACING FUEL DIESEL(ON-ROAD) OFF-ROAD HEATING OIL OTHER

IF YOU ARE APPLYING FOR A COMMERCIAL ACCOUNT PLEASE COMPLETE BUSINESS INFORMATION BELOW

BUSINESS INFORMATION

LEGAL BUSINESS NAME: STREET ADDRESS: MAILING ADDRESS: CITY, STATE, ZIP CODE: MY BUSINESS IS LOCATED IN THE CITY: IN THE COUNTY: IF COUNTY, PLEASE NAME: PHONE: FAX: UBI NUMBER: FEIN: ARE YOU TAX EXEMPT: TYPE OF BUSINESS (LLC, PARTNERSHIP, ETC): STATE:

PERSONAL INFORMATION

NAME: SPOUSE: SOCIAL SECURITY #: SPOUSE SOCIAL SECURITY: MAILING ADDRESS: STREET ADDRESS: CITY, STATE, ZIP: PHONE: MY ADDRESS IS IN THE CITY: MY ADDRESS IS IN THE COUNTY: IF YES, PLEASE NAME COUNTY: MY EMPLOYER: WORK NUMBER: # YRS OF SERVICE: RELATIVE (NOT LIVING WITH YOU) - ADDRESS & PHONE:

BUSINESS OR PERSONAL: LIST 3 TRADE ACCOUNTS WITH PHONE NUMBERS AND ACCOUNT NUMBER:

BANK INFORMATION

NAME OF BANK: ACCOUNT #: PHONE # (YOUR BRANCH):

EMAIL ADDRESS (may list more than one):

\*Seaport Petroleum is a wholly owned subsidiary of Christensen West, LLC.

**TERMS OF PURCHASE**

Please initial in front of the account type to indicate you agree with the payment terms as stated.

- \_\_\_\_\_ **General Accounts:** Gas fueling cards, oils, grease, rents, propane (except transport loads) heating fuel, are 30 day account, due in full on the 15<sup>th</sup> of the month following purchase and delinquent on the 25<sup>th</sup> of the month following purchase.
- \_\_\_\_\_ **VP-Racing Fuel:** 10 days or load-to-load which ever comes first and EFT payment required.
- \_\_\_\_\_ **Common Carrier Freight:** Net 15 days
- \_\_\_\_\_ **Transport Loads of Fuel** (wholesale/special pricing): load-to-load or 10 days whichever comes first and EFT payment required.

Please note: Should outstanding credit balance exceed credit limit, payments must be made before additional purchases can be allowed.

**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.
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" attorneys' 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. Applicant consents to the personal jurisdiction of the courts of the State of Washington, and agrees that the venue may be placed in Yakima County, Washington, at the option of "COMPANY".
4. Applicant grants "COMPANY" a security interest in all goods delivered by "COMPANY", and all products and proceeds thereof, including accounts and payment intangibles.
5. 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.
6. 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 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 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.

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
INDIVIDUAL/OWNER SPOUSE/OWNER

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ADDITIONAL DELIVERY SITES:**

SITE NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SITE NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SITE NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SALESPERSON NAME: \_\_\_\_\_

**WHEN COMPLETED PLEASE MAIL OR FAX APPLICATION TO:**

**R.E. POWELL, GENERAL TRANSPORT, AMERIFUEL APPPLICATIONS:**  
PO Box 98, Grandview, WA 98930 FAX: (509) 882-2172

If you have any questions please call (800) 572-9634

**SEAPORT PETROLEUM APPLICATIONS:**  
7800 Detroit Ave SW, Seattle, WA 98106 FAX: (206) 805-3799

If you have any questions please call (800) 759-5823