

# CREDIT APPLICATION

AMOUNT OF CREDIT REQUESTED: \_\_\_\_\_

## ANTICIPATED PRODUCT PURCHASES (CHECK ALL THAT APPLY)

<input type="checkbox"/> FERTILIZER AND CHEMICALS	<input type="checkbox"/> DELIVERED FUEL
<input type="checkbox"/> LUBES AND OIL PRODUCTS	<input type="checkbox"/> DELIVERED HEATING OIL
<input type="checkbox"/> CARDLOCK FUEL SALES BUSINESSES ONLY	<input type="checkbox"/> PROPANE



PRATUM SALES REP \_\_\_\_\_

### CUSTOMER INFORMATION

LEGAL NAME OF COMPANY \_\_\_\_\_  
DBA (IF APPLICABLE) \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

TYPE  CORPORATION  LLC  PARTNERSHIP  SOLE PROPRIETORSHIP  OTHER (PLEASE DESCRIBE) \_\_\_\_\_

FEDERAL TAX ID # \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

### OWNER(S) / OFFICERS

NAME	TITLE
TYPE OF BUSINESS	_____
ADDRESS (IF DIFFERENT)	_____
# OF YEARS IN BUSINESS	_____
PHONE	FAX E-MAIL
AP CONTACT NAME	_____
PHONE	FAX E-MAIL

### TRADE REFERENCES

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
CITY STATE ZIP _____	CITY STATE ZIP _____
ACCOUNT # _____	ACCOUNT # _____
PHONE _____	PHONE _____
NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
CITY STATE ZIP _____	CITY STATE ZIP _____
ACCOUNT # _____	ACCOUNT # _____
PHONE _____	PHONE _____

**BANK REFERENCE**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY|STATE|ZIP \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

Does a bank, insurance company or other creditor hold a security interest in your accounts receivable and/or inventory for loans advanced?      YES            No     

If yes, please state names of security interest holder(s): \_\_\_\_\_

CUSTOMER HEREBY AUTHORIZES THE ABOVE BANKS TO RELEASE ALL INFORMATION REQUESTED. IT IS UNDERSTOOD THAT ALL INFORMATION WILL BE KEPT CONFIDENTIAL.

Customer hereby authorizes Pratum to investigate and verify the credit record of Customer and the undersigned, and authorizes Pratum to furnish information concerning this account to credit reporting agencies or others who are entitled to receive such information. Customer hereby authorizes Pratum to use a business or non-business consumer credit report in order to evaluate the credit worthiness of Customer and of the undersigned (whether as an individual or as a principal(s), proprietor(s) and/or guarantor(s)) in connection with the extension of credit as requested by this credit application. Customer and the undersigned hereby authorize Pratum to obtain a business or non-business consumer credit report on Customer and the undersigned from time to time in connection with the extension or continuation of the credit represented by this credit application. Customer and the undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in the 15 U.S.C. § 1681 et seq. By signing this application for credit, Customer is requesting Pratum to provide credit to Customer. In return, when not otherwise governed by the terms of a specific contract, Customer agrees to pay the amounts due in full within the terms approved. **By signing this application for credit, the undersigned hereby certifies that the undersigned is authorized to make application for credit on behalf of the above named corporation, partnership, sole proprietorship, or limited liability company, and certifies that the information set forth in this credit application is true and complete. If Pratum extends credit, Customer agrees to comply with all of the terms and conditions included with this application.**

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

PRINTED NAME OF SIGNER \_\_\_\_\_ TITLE \_\_\_\_\_

**STANDARD CREDIT TERMS AND CONDITIONS IN THE EVENT CREDIT IS EXTENDED, CUSTOMER AGREES TO THE FOLLOWING:**

1. All accounts are due and payable on or before the 15<sup>th</sup> of the month following the date of purchase (unless otherwise specified in writing). A FINANCE CHARGE of 1.5% PER MONTH (APR 18.0%) is charged on past-due accounts. Customer understands that this is an open credit sale, and Customer agrees to pay finance charges. Amounts are paid when they are physically received by Pratum Co-op ("Pratum") and not when they are deposited in the mail. Customer is obligated to pay for all products and services. Invoices are not payable in installments but payable as described above.
2. Pratum reserves the right to revoke or reduce credit if: (a) Customer fails to pay an account when due; (b) the sale will cause Customer to exceed Customer's credit limit as determined by Pratum; or (c) in the judgment of Pratum, there has been a material adverse change in Customer's financial condition. If any of these issues occur, Pratum shall have the right to demand payment or other assurance which it deems adequate before delivery or sale of additional products or services.
3. In the event of a breach of any of the terms of this agreement, or any other agreement between Customer and Pratum, including but expressly not limited to the failure to pay sums owing to Pratum when due, then, in addition to any sums due or payable to Pratum by Customer, Customer agrees to pay the reasonable attorney's fees, costs, and collection agency fees incurred by Pratum in the enforcement of Pratum's rights even though no suit or action is filed. If suit or action is filed to enforce the rights of Pratum, Pratum shall be entitled to its reasonable attorney's fees and costs in addition to any sums awarded by the Court, including arbitration fees and costs, appeal fees and costs, and any other costs and attorney's fees incurred in any bankruptcy proceeding.
4. All claims, controversies, or disputes, including but not limited to those arising out of, or relating to this Agreement, and including those
5. based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort, shall be resolved by binding arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration shall be entitled to apply to the arbitrator for an award of reasonable attorney's fees in accordance with ORCP 68.
6. Customer agrees to jurisdiction of the courts in the State of Oregon and agrees that venue for any suit or action shall, at Pratum's option, be either in Marion County or any location determined by Pratum. Oregon law will control any disputes that arise between Customer and Pratum.
7. If there is any change in the ownership of Customer, or if substantially all of the assets of Customer are sold, Customer shall promptly notify Pratum of such sale and Pratum shall have a lien on all the assets of Customer and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Customer. So long as amounts remain outstanding on Customer's account, Pratum retains a security interest in all products sold to Customer as well as all assets of Customer.
8. A \$35.00 handling fee will be charged for all checks and/or EFT transactions returned from the bank for any reason.

9. Customer acknowledges that this account and all account terms are subject to periodic review and may be modified at the discretion of Pratum.
10. If Customer is a sole proprietorship, partnership, corporation, limited liability company, or any other form of business entity, it agrees that in the event of a change in business structure, all terms of this agreement will apply to the new business structure, including the guaranty. Notification of the change in business structure or formation is required by Pratum. Pratum reserves the right to immediately call all indebtedness due if it is not notified within 30 days of a change in business structure. Within 3 months of a change in business structure, a new credit application must be executed and provided to Pratum before any further extension of credit will be granted. The new credit application shall be subject to Pratum's usual credit review procedures.
11. The standard terms are intended to be exclusive and cannot be modified or eliminated except in writing signed by an authorized representative of Pratum. No additional or materially different Customer terms will be incorporated herein or supersede these terms. The Customer expressly waives any supplemental or additional terms that might be applied in case of any conflict in material terms. Interpretation shall be governed by Article 2 of the Uniform Commercial Code as enacted in Oregon.
12. Pratum can accept late or partial payments, or checks and money orders marked "payment in full" without prejudice to Pratum's rights under the terms listed herein, which are hereby explicitly reserved. Pratum may apply payments to any outstanding invoices in its sole discretion, regardless of how Customer indicated payments should be applied.
13. Customer shall promptly inspect all invoices upon receipt and shall notify Pratum in writing of any inaccuracy within 10 days of actual receipt of the invoice. In the event Customer does not act within the time limit provided above, Customer agrees that it shall be conclusively presumed to have accepted the invoices as accurate and to have waived any right to object.
14. Pratum is not responsible for any loss, damage or delay caused or conditioned by strikes, accidents or delays beyond Pratum's control, acts of God, transportation delays, accidents, fire, civil or military authority or by insurrection or not, by the requirements of any statute, order or directive of any proper government authority, or by any other cause which is unavoidable or beyond Pratum's control.
15. Customer agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Pratum for delivery, non-delivery, sale or use of materials regardless of whether arising out of contract, warranty, negligence, strike liability, or tort; and Customer's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.
16. If any provision or provisions of this Agreement are found to be void or otherwise unenforceable, that provision or those provisions shall be deemed severed from this Agreement. All other terms in this Agreement shall be unaffected and otherwise remain in full force and effect.
17. All communication concerning disputed amounts, including any check or other payment instrument that is marked "payment in full" or is tendered as full satisfaction of a disputed amount, or is tendered with other conditions or limitations, must be mailed to us at 8955 Sunnyview Rd, Salem, OR 97305 or delivered to us at the same address.

## CONTINUING GUARANTY

In consideration of Pratum Co-op ("Pratum") granting credit to the applicant listed on page 1 ("Customer"), the undersigned ("Guarantor") personally and unconditionally guarantees to Pratum and any of its affiliates, subsidiaries, or successors or assigns, the payment and performance of any and all Guaranteed Obligations, as that term is defined below. Guarantor acknowledges that he/she is directly benefitted by Pratum's willingness to grant credit to Customer and that Pratum would not grant credit to Customer without this Continuing Guaranty. The Guaranteed Obligations include any and all of Customer's liabilities, obligations, debts and indebtedness to Pratum, including any liabilities, obligations, debts and indebtedness of Customer that exceed any credit limit that may be established by Pratum from time to time. Further, Guaranteed Obligations includes the full and prompt performance, observance, compliance and satisfaction of all obligations on the part of Customer to be paid, performed, observed, complied with or satisfied. In addition to the above, Guarantor specifically recognizes and acknowledges the following: 1) This is a continuing and irrevocable Guaranty and is binding on Guarantor, as well as Guarantor's heirs, successors and assigns; 2) This Guaranty creates direct and unconditional liability which may be enforced without requiring Pratum to first exercise, enforce or exhaust any right or remedy against Customer; 3) Guarantor hereby waives presentment, demand, protest, and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of non-payment, and all other notices to which Guarantor might otherwise be entitled; 4) Guarantor agrees, in addition to the Guaranteed Obligations, to reimburse Pratum for all its costs and expenses, including reasonable attorney fees, incurred in collecting the Guaranteed Obligations or incurred in enforcing this Continuing Guaranty; 5) All parties signing hereunder are jointly and severally liable; 6) Any title written near the signature of any Guarantor is not intended to limit or cancel the personal nature of this Continuing Guaranty and this Continuing Guaranty shall be read as though no title is contained on the document; and 7) Guarantor acknowledges that his or her personal credit history is a necessary factor in evaluating the amount of credit extended to Customer, and hereby consents to and authorizes the use of consumer credit reports for the Guarantor by Pratum as may be needed from time to time in evaluating the amount of credit extended to Customer. **This Continuing Guaranty includes the Standard Credit Terms and Conditions listed above, which I have read and agreed to.**

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Date