



CREDIT APPLICATION AND AGREEMENT

BUSINESS/ COMMERCIAL/ DEALER ACCOUNT

Date: _____

Business/Legal Name: _____ **Fed ID#:** _____ **D&B#:** _____

Parent Name: _____

Billing Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Billing Contact: _____ **Email Address:** _____

Phone #: _____ **Fax #:** _____ **PO's Required:** _____

Type of Business: _____ **Corporation** _____ **Partnership** _____ **Sole Proprietorship**

Shipping Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Principal Owners, Officers, or Stockholders:

Name: _____ **Title:** _____

Home Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Phone #: _____ **Cell #:** _____

Email Address: _____

Name: _____ **Title:** _____

Home Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Phone #: _____ **Cell #:** _____

Email Address: _____

Bank Information:

Bank Name: _____ **Address:** _____

Person to contact: _____ **Phone #:** _____ **Acct #:** _____

Business References:

Name: _____ **Address:** _____

Acct #: _____ **Phone #:** _____

Name: _____ **Address:** _____

Acct #: _____ **Phone #:** _____

Name: _____ **Address:** _____

Acct #: _____ **Phone #:** _____

CHECK ONE: Sales Tax: Taxable _____ **Exempt** _____ **If exempted from sales tax, we must have the sales tax exemption form or your first order will have taxes due.**



Credit Agreement, Terms & Conditions

This Agreement is entered into between Jack Ray Oil Company and Customer (You) for the purpose of obtaining credit. The parties agree to the following terms and conditions:

1. **TERMS OF SALE:** Payment terms are as stated on Welcome Letter. These payment terms are subject to modification by Jack Ray Oil Company upon written notice to Customer. Customer agrees to pay upon receipt of invoice those amounts indicated on invoice. Customer agrees to pay a finance charge on any past due balance of 1.5% per month (Annual Percentage Rate 18%) or the maximum amount allowable under Texas law, whichever is lower. Return checks and EFT shall be assessed the maximum handling charge allowed by law. Billing frequency may vary by invoice, product, amount or billing division. Invoice discrepancy must be acknowledged within 10 working days of the invoice date.
2. Customer grants Jack Ray Oil Company a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes Jack Ray Oil Company to file on or more financing statements signed only by Jack Ray Oil Company, and to use a copy of this agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. Jack Ray Oil Company shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state of Texas, which remedies shall be cumulative and not exclusive.
3. Customer acknowledges credit limits set by Jack Ray Oil Company are solely for the benefit of Jack Ray Oil Company and may be modified at any time. Purchases by Customer in excess of a prior credit limit shall be deemed a waiver of the existing credit limit, and Customer agrees to pay for all purchases notwithstanding the credit limit in effect at that time of purchase.
4. Accounts may be placed on hold or Pre-Pay basis without advance notice. Account interruption may result because of past due invoices and/or credit limit overage. In no event shall Jack Ray Oil Company be liable for any consequential damages or other loss which may result from the exercise of its option under this section.
5. In the event any account is not paid when due, the prevailing party shall be entitled to recover reasonable attorney fees and any court costs, including costs of appeal or other review. In the event an account is placed for collection with a collection agency, those associated fees will be entitled to recover. Parties hereby acknowledge making this agreement and/or any other action(s) arising from or as a result of this agreement shall be in Dallas County, Texas regardless of any other state of residence.
6. Jack Ray Oil Company shall be entitled to rely upon verbal order or signature by you or your apparent representative on any invoice for any sale or service performed, and such authorization is presumed to establish your acceptance and agreement to comply with the terms and conditions set forth herein.. You further agree to ALL terms and conditions set forth upon credit approval of your account with Jack Ray Oil Company, including but not limited to the terms set forth herein. Customer authorizes Jack Ray Oil Company to obtain any and all release of information from stated Vendors and Banks references identified on Credit Application.
7. This agreement shall be subject to acceptance by Jack Ray Oil Company. Payment terms and payment method is subject to credit approval. Please fill out this form completely. **ANY INCOMPLETE FORM WILL RESULT IN PROCESS DELAY.** The information contained herein is provided for the purpose of obtaining credit. Customer applicant hereby acknowledges understanding and acceptance of the above terms and conditions of sale and authorizes investigation of any and all sources listed on this application as well as such credit bureau reports Jack Ray Oil Company may desire for the establishment and maintenance of a credit account. The undersigned certify that the information presented on this application is true and correct.

Authorized Signature	Title	Date
Print Name	Title	Date

