



**ELJAY OIL COMPANY, INC**

7815 E.Valleyway  
 Spokane, WA 99212  
 Phone: (509)926-9595  
 Fax: (509)927-0472  
 Website: www.eljayoil.com

**Requesting Credit For:**

| CFN | ON SITE DELIVERY | LUBRICANTS |
|-----|------------------|------------|
|     |                  |            |

**Complete Name of Individual Completing Credit Agreement:** \_\_\_\_\_

**Business Information:**

Business Name (Applicant): \_\_\_\_\_  
 DBA Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Federal ID Number: \_\_\_\_\_ State Business License: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_ Business Hours: \_\_\_\_\_  
 Accounts Payable Contact, Email & Phone Number: \_\_\_\_\_  
 Financial Statements Available: \_\_\_ Yes \_\_\_ No  
 Years in Business: \_\_\_\_\_  
 Type of Business: Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation \_\_\_ LLC \_\_\_  
 State of Organization: \_\_\_\_\_  
 Is Business a Named Party in any Legal Action: \_\_\_ Yes \_\_\_ No  
 Has the Business or its Principals Ever Petitioned for any form of Bankruptcy: \_\_\_ Yes \_\_\_ No

**Owners/Partners/Officers/Directors:**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Years in Position: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_  
 SS Number: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Drivers License No.: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Years in Position: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_  
 SS Number: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Drivers License No.: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Years in Position: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_  
 SS Number: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Drivers License No.: \_\_\_\_\_

**Banking Details:**

The following bank(s) are authorized to disclose information about Applicant and/or Guarantor(s) financial status and credit history to Eljay Oil Co., Inc.:

Name of Applicant's Bank: \_\_\_\_\_ Address: \_\_\_\_\_  
Bank Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Checking Account Number: \_\_\_\_\_ Savings Account Number: \_\_\_\_\_  
Loans: Amount: \_\_\_\_\_ Secured: \_\_\_ Yes \_\_\_ No

Name of Guarantor's Bank: \_\_\_\_\_ Address: \_\_\_\_\_  
Bank Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Checking Account Number: \_\_\_\_\_ Savings Account Number: \_\_\_\_\_  
Loans: Amount: \_\_\_\_\_ Secured: \_\_\_ Yes \_\_\_ No

**Trade References:**

The following vendor(s) are authorized to disclose information about Applicant and/or Guarantor(s) financial status and credit history to Eljay Oil Co., Inc.

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Vendor 1: _____                     | Vendor 2: _____                     |
| Contact: _____                      | Contact: _____                      |
| Address: _____                      | Address: _____                      |
| City: _____ State: _____ Zip: _____ | City: _____ State: _____ Zip: _____ |
| Phone: _____ Fax: _____             | Phone: _____ Fax: _____             |
| Account No.: _____                  | Account No.: _____                  |

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Vendor 3: _____                     | Vendor 4: _____                     |
| Contact: _____                      | Contact: _____                      |
| Address: _____                      | Address: _____                      |
| City: _____ State: _____ Zip: _____ | City: _____ State: _____ Zip: _____ |
| Phone: _____ Fax: _____             | Phone: _____ Fax: _____             |
| Account No.: _____                  | Account No.: _____                  |

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**Credit Terms and Conditions:**

The undersigned, as an inducement for Eljay Oil Co., Inc. to grant credit and knowing that Eljay Oil Co., Inc will rely on the information submitted in this Agreement, warrants that the information submitted is true and complete. Applicant hereby authorizes Eljay, its subsidiaries and their assigns, or potential assigns, or any other lender, that the Agreement is submitted to (collectively "Eljay") investigate and/or verify bank and trade references, and to obtain any commercial and/or consumer credit reports that Eljay deems necessary to determine credit worthiness of Applicant(s), Guarantor(s) and/or their business.

Eljay may receive from and disclose to other persons, including credit reporting agencies, information about the Applicant's credit account experience. This authorization is continuing for all present and future disclosures of account information.

Subject to terms and conditions of this Agreement, Eljay's credit approval and the terms and conditions contained on Eljay's invoices, Eljay agrees to sell its products to Applicant. Applicant agrees to pay Eljay according to the terms and conditions of Eljay invoices.

**Terms net 10 days from invoice date and credit approval. Account subject to lock out if not paid within terms.** Interest shall accrue on all past due balances at 12% per annum, or the rate shown on Eljay's most recent invoice or billing statement, whichever is greater and allowed by law.

If Applicant fails to pay any invoice when due, Eljay may terminate this Agreement, invalidate Applicant's card lock account, and declare the entire balance of the account immediately due and payable without further notice to Applicant or Guarantor(s). A reactivation fee may apply.

Eljay reserves the right to refuse to reinstate any Eljay card or account after termination of invalidation. Applicant shall pay all costs of collection, including collection agency fees, attorney fees, and all other costs incurred by Eljay to enforce this Agreement, whether incurred with or without litigation, on appeals, or in bankruptcy or other insolvency proceedings.

Applicant agrees and submits to the jurisdiction of the courts of the State of Washington in any legal action brought for the enforcement or interpretation of the terms of this Agreement. This Agreement shall be governed by the laws of the State of Washington. Applicant further agrees that venue of any such action will be had in Spokane County, Washington.

Monthly Fuel Gallons Requested: \_\_\_\_\_  
Credit Requested: \$ \_\_\_\_\_

**I have read and understand the above terms and conditions, and hereby agree to them:**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Options for Invoice and Statement Billing:  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Mail \_\_\_\_\_

**Electronic Funds Direct Payment Authorization Agreement:**

I hereby authorize Eljay to initiate withdrawals, from my account at the financial institution named in this Agreement, for payment of the business' monthly invoices to Eljay. This authorization will remain valid until I, Eljay, or the financial institution revoke(s) it by providing written notice to Eljay.

I can suspend payment of a billing by notifying Eljay, in writing, at any time prior to 4:00 p.m. three business days before payment is scheduled to be deducted from my account. I understand that two or more suspensions in a 12 month period may, in the sole discretion of Eljay, result in cancellation of my participation in the Direct Payment Program.

I understand that the Direct Payment Program is an alternative method of payment only and does not otherwise affect my rights or the rights of Eljay or my financial institution with respect to each other. I further understand that Eljay and my financial institution reserve the right to terminate the Direct Payment Program and/or my participation in it. If I wish to discontinue my participation in the Direct Payment Program, I may do so by providing written notification to Eljay.

| Name of Financial Institution | Checking or Savings | Bank Routing Number | Bank Account Number |
|-------------------------------|---------------------|---------------------|---------------------|
|                               |                     |                     |                     |

Account Holder Name: \_\_\_\_\_

Account Holder Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Eljay to verify bank account and routing numbers, account holders should attach a **VOIDED CHECK** for each account to be debited.

**Personal Guaranty:**

I (we), for consideration, jointly, severally and unconditionally, guarantee Applicant's full and prompt payment of all indebtedness incurred by the Applicant. This guaranty shall not be affected by the renewal or extension of this Agreement, amount of credit extended or in any change in the form of said indebtedness. Notice of the acceptance of this guaranty, extension of credit, modification in terms of payment, any right or demand to proceed against the principal debtor is hereby waived. This guaranty may only be revoked by written notice which shall be sent to the Eljay's credit office by certified mail and shall be effective when received by Eljay. Any revocation does not revoke the obligation of the Guarantor to provide payment for indebtedness incurred prior to the revocation. Guarantor(s) authorize(s) Eljay and its assigns to obtain a Consumer Credit Report and to contact Guarantor(s) references as necessary. Guarantor further agrees to be bound by the credit terms and conditions contained in this Agreement, including, but not limited to, interest due on past due balances, the obligation to pay costs of collection, and the submittal to the jurisdiction of the Courts in Spokane County, State of Washington.

Guarantor Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Spouse Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Spouse Signature: \_\_\_\_\_ Date: \_\_\_\_\_