



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.: _____

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: _____