

**CREDIT APPLICATION****APPLICANT CONTACT AND BUSINESS INFORMATION**

SALES PERSON: \_\_\_\_\_

Business name: \_\_\_\_\_

Other Trade Name: \_\_\_\_\_ Website: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent Company or Headquarters Address: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Total Sales for Prior Year: \_\_\_\_\_

Dun &amp; Bradstreet #: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Entity Type: \_\_\_\_\_ Stock Symbol (if publically traded): \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ State Tax ID #: \_\_\_\_\_

Corporation or Government Entity: Will you furnish financial statements to O'Rourke: No: \_\_\_\_\_ Yes: \_\_\_\_\_ (Please Attach)

**PRINCIPAL OFFICERS, MANAGERS, PARTNERS OR INDIVIDUAL PROPRIETORS:** (attach additional pages, if necessary)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**BANK REFERENCES:**

Bank Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Officer Name: \_\_\_\_\_

Account #: \_\_\_\_\_ Account Number: \_\_\_\_\_

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**TRADE/CREDIT REFERENCES:** (Please list your largest suppliers/vendors)

Reference Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_ Account #: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

I certify that I am authorized to make this request on behalf of Applicant.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Valid Driver's License # and State:

(Disregard for Corporations and Government Entities)

**NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION.**

## Terms and Conditions

**Customer (as defined in the related Credit Application) and Guarantor (as defined in each applicable related Guaranty Agreement) agree to be bound by the following Terms and Conditions ("Terms and Conditions") governing the extension of credit by Junction Fuels, LLC ("Junction").**

- a) Depending on the credit arrangements approved by any Junction Entity in its sole and absolute discretion, Customer will receive a billing statement either daily, weekly, bi-weekly or monthly. All amounts shall be payable in accordance with the terms indicated on the applicable billing statement. Payments received on a regular business day will be credited to Customer's account on the following regular business day.
- b) Customer and Guarantor, jointly and severally, agree to pay when due all indebtedness and obligations now or hereafter owing by Customer to each Junction Entity, including, but not limited to, payment for the purchase of products or services at Junction Entity facilities, and payment of service charges, reasonable attorneys fees, litigation expenses, collection agency charges or any other expenses incurred in the collection of any unpaid balance.
- c) If Customer has insufficient funds to pay by EFT and the full amount is not received by any applicable Junction Entity within five (5) calendar days of the date of such dishonor of the EFT, such Junction Entity may, at its option, declare all principal and interest outstanding, and any other obligations of Customer and Guarantor to each Junction Entity, to be presently due and payable, and such Junction Entity may enforce any remedies available to it under applicable law. In such event, Customer and Guarantor agree to pay interest on the past due balance at an annual rate of the lesser of 18% or the maximum allowed by law, until the balance is paid in full. Any payments received will be applied first to outstanding interest, then to any past due balance, then to any new purchases.
- d) It is the intention of the parties that all charges under this agreement, however denominated, including (without limitation) all interest, shall be limited to the maximum lawful amount that may be assessed under applicable law (the "Maximum Lawful Amount"). If for any reason whatsoever any interest or charges paid or contracted to be paid by Customer shall exceed the Maximum Lawful Amount, then, ipso facto, the obligation to pay such interest and/or charges shall be reduced to the Maximum Lawful Amount in effect from time to time, and any amounts collected by any Junction Entity that exceed the Maximum Lawful Amount shall be applied to the reduction of the principal balance due or thereafter arising on Customer's account so that at no time shall the interest or charges paid or payable by Customer exceed the Maximum Lawful Amount.
- e) Customer must notify any applicable Junction Entity of any disputed charge(s) within 30 days after the date of the statement on which such charge(s) appeared. After 30 days, all charges are considered valid and no adjustments will be made. Notice to a Junction Entity of a disputed charge shall be given by Customer in writing and shall include the following information: Customer's name and account number; the dollar amount of the disputed charge; the reason Customer is disputing the charge; and a copy of the statement on which the disputed charge appears. Notices should be mailed to Junction's address shown on the Credit Application.
- f) Customer and Guarantor represent and warrant to each Junction Entity that all statements set forth herein and all financial information provided in connection with the related Credit Application is true and correct in all respects. Customer and Guarantor acknowledge that such statements and financial information will be relied on by each applicable Junction Entity in deciding whether to extend credit to Customer.
- g) Customer warrants that it is a governmental body or a licensed commercial enterprise, and that any fuel or similar products obtained shall be used only by the commercial enterprise or governmental body in its business and will not be made available for personal use.
- h) This agreement represents the entire agreement between the parties concerning the subject matter hereof, and all oral discussions and prior agreements are merged herein.
- i) Should any provision of this agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

- j) No provision of this agreement can be amended, modified, or waived, except by a statement in writing signed by the party against which enforcement of the amendment, modification, or waiver is sought.
- k) This agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of Customer, Guarantor and each Junction Entity, except that neither Customer nor Guarantor may assign any rights or delegate any obligations arising hereunder without the prior written consent of each Junction Entity. Any attempted assignment or delegation without the required prior consent of Junction shall be void.
- l) This agreement shall be construed and enforced under the laws of the State of Texas applicable to contracts to be wholly performed in such State.
- m) Customer and Guarantor each hereby authorize each Junction Entity to verify and obtain credit information and reports regarding Customer and Guarantor at any time it deems appropriate from any source or agencies Junction may select and to obtain credit information from all listed references, including any bank listed on the related Credit Application.
- n) CUSTOMER AND GUARANTOR HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF TEXAS STATE COURTS SITTING IN DALLAS COUNTY, TEXAS, FOR THE PURPOSE OF ANY LITIGATION TO WHICH ANY JUNCTION ENTITY MAY BE A PARTY AND WHICH ARISES FROM OR RELATES TO THE TRANSACTIONS BETWEEN CUSTOMER AND SUCH JUNCTION ENTITY. IT IS FURTHER AGREED THAT VENUE FOR ANY SUCH ACTION SHALL LIE EXCLUSIVELY WITH COURTS SITTING IN DALLAS COUNTY, TEXAS UNLESS SUCH JUNCTION ENTITY AGREES TO THE CONTRARY IN WRITING.
- o) UNDER NO CIRCUMSTANCES SHALL ANY JUNCTION ENTITY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT OR TORT, WHETHER ARISING OUT OF NEGLIGENCE OR STRICT LIABILITY, ARISING OUT OF, BASED UPON OR RELATING TO TRANSACTIONS BETWEEN CUSTOMER AND ANY JUNCTION ENTITY.

**Customer Authorization**

**Junction Fuels, LLC Authorization**

X: \_\_\_\_\_

**Printed Name**

X: \_\_\_\_\_

**Printed Name**

X: \_\_\_\_\_

**Title**

X: \_\_\_\_\_

**Title**

X: \_\_\_\_\_

**Authorized Signature**

X: \_\_\_\_\_

**Authorized Signature**

X: \_\_\_\_\_

**Date**

X: \_\_\_\_\_

**Date**

## Electronic Funds Transfer Authorization Agreement

Customer Name	Customer or Vendor No.
Street Address	Customer, DTN, T.I.D. No., or Easy Link No.
P.O. Box	Fax
City	Telephone Number
State	
Zip	

\_\_\_\_\_ ("Customer" does hereby authorize Junction Fuels to initiate debit and/or credit entries to Customer's checking account indicated below and does further authorize the depository institution named below to debit and/or credit such entries to the customer's account.

Bank Name \_\_\_\_\_  
Bank Address \_\_\_\_\_  
Bank Address \_\_\_\_\_  
Bank Routing Number \_\_\_\_\_  
Customer Name on Bank Account \_\_\_\_\_  
Customer Bank Account Number \_\_\_\_\_  
Bank Contact Person \_\_\_\_\_ Bank Telephone Number \_\_\_\_\_

This authorization shall remain in effect until terminated upon thirty (30) days written notice by Customer or Junction Fuels. Notice of termination shall in no way affect debit and/or credit entries initiated prior to actual receipt of notice. This EFT program can be terminated or modified by Junction Fuels at any time. All credit and other terms and requirements between Customer and Junction Fuels remain in effect.

### **CUSTOMER AUTOHRIZATION:**

Authorized Signature	Title	Date
Printed Name		
Authorized Signature	Title	Date
Printed Name		

Please complete this form and return the original to our billing office.

Upon receipt of the fully executed EFT Authorization agreement, you will be informed of the effective date that drafts will begin against your account. All charges and credits to your account prior to the EFT date must be paid by check.

## TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)												
Address (Street & number, P.O. Box or Route number)													
City, State, ZIP code													
Texas Sales and Use Tax Permit Number (must contain 11 digits)													
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Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 250px; height: 20px;"></td> <td style="padding-left: 20px;">(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</td> </tr> </table>			(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)										
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I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:


Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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# TEXAS END USER SIGNED STATEMENT FOR PURCHASING TAX-FREE DYED DIESEL FUEL



Selling supplier or distributor: \_\_\_\_\_

Address: \_\_\_\_\_

Purchasing entity name	End user signed statement number
Address	Beginning effective date
	Taxpayer number

*If the purchaser is a division of a corporation, give the name and address of the parent corporation, not the division DBA name.*

Parent corporation name: \_\_\_\_\_

Address: \_\_\_\_\_

### PLEASE READ CAREFULLY BEFORE SIGNING

- Will you use any of this diesel fuel in a motor vehicle on public highways, streets or roads? .....  YES  NO
- Will you resell any of this diesel fuel? .....  YES  NO
- Will you purchase more than 10,000 gallons per month? .....  YES  NO

**If any answer is "YES," you may not legally sign this statement.**

*EXCEPTION: A purchaser using an End User Signed Statement Number to purchase dyed diesel fuel for exclusive use in oil or gas production must also furnish a Letter of Exception issued by the Comptroller to authorize the purchase of up to 25,000 gallons per month.*

**NOTE: THIS IS YOUR MASTER COPY. PLEASE RETAIN IN YOUR FILES AND MAKE COPIES AS NEEDED.**

I DECLARE THAT:

- none of the dyed diesel fuel purchased on this signed statement will be used on public highways, streets or roads;
- all of the dyed diesel fuel purchased on this signed statement will be consumed by the purchaser in Texas and will not be resold; and
- none of the dyed diesel fuel purchased on this signed statement will be delivered or permitted to be delivered into the fuel supply tanks of motor vehicles operating on public highways, streets or roads in this state.

I am aware that certain fines and criminal penalties are provided by law for giving a false diesel fuel signed statement.



For information, call (800) 252-1383 or (512) 463-4600.

Name of purchaser (Type or print) \_\_\_\_\_

By: \_\_\_\_\_  
Purchaser or authorized representative (Type or print)

Signature of authorized representative \_\_\_\_\_

**sign here** ▶

Date \_\_\_\_\_