



MARSHALL
DISTRIBUTING

FUELING SERVICE APPLICATION

MARSHALL DISTRIBUTING CO., INC. (The Company)
P.O. Box 200186
San Antonio TX 78220
(210) 666-6002 Fax (210) 666-6016

APPLICANT'S INFORMATION

YOU MUST CHECK ONE: CORPORATION PARTNERSHIP PROPRIETORSHIP OTHER _____

LEGAL COMPANY NAME (CUSTOMER)

BILLING ADDRESS

CITY

STATE

ZIP

Telephone

Fax#

Email

Web

STREET ADDRESS (if different from billing address)

Names of Company Officers

Title

ESTIMATED
GAL PER MO

NUMBER
OF EMPLOYEES

NUMBER
OF VEHICLES

YEARS
IN BUSINESS

DUNS #

REQUESTED
CREDIT AMOUNT

BANK INFORMATION

BANK NAME

CONTACT/ LOAN OFFICER

TELEPHONE

CITY

BUSINESS CHECKING ACCT #

DO YOU HAVE CREDIT ESTABLISHED WITH THE NAMED BANK? (RE: LINE OF CREDIT / OTHER LOANS) YES NO

TRADE REFERENCE

NAME

ACCOUNT #

TELEPHONE #

FAX #

AVG MO PURCHASE

CONTACT INFORMATION

Please provide the requested contact information below. All account information will be communicated through these contacts. Please notify your customer service representative if any of this information changes.

FUEL CONTACT (REQUIRED)

Name

Email Address

Telephone #

Fax #

ACCOUNT PAYABLE CONTACT

Email Address

Telephone #

Fax #

TERMS AND CONDITIONS

The Customer and if applicable guarantor, unconditionally, jointly and severally, and solidarity guarantee full and prompt payment of all sums which may from time-to-time, be owing to the company by customer as result of this agreement. Such sums include but are not limited to payment for petroleum products obtained from the company, payments for services provided by The Company, applicable interest, service or delivery charges. Customer agrees to pay the full amount due according to the terms indicated on The Company Invoice by delivery or mail to the address shown on the invoice. Fuel prices are those established by The Company in effect at the time of purchase and subject to change. The full balance on the invoice is due upon receipt. Customer agrees that all accounts and/or other sums due The Company, shall be due and payable to us at P.O. Box 200186, San Antonio, Bexar County, Texas 78220, on or before the due date. All sales are past due 10 days from invoice date which means payment in full for all purchases are due and payable on or before the 10th day from the date of the invoice. All past due sums shall bear interest from the date due at the rate of one and half (1.5%) percent per month (18% per annum) or the maximum rate allowed by law, whichever is less. The Company shall be entitled to recover reasonable attorney's fees in connection with any and all efforts to collect delinquent accounts. 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 The Company of such sale. The Customer agrees to indemnify and hold The Company harmless from any claims and cost including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence or misuse of the Companies products, services, system by the Customer or any person using the services delivered by The Company to the Customer hereunder. Customer acknowledges receipt of, and agrees to follow, the Safety Requirements and Fueling Guidelines. The Company shall not be responsible for any damage or loss, which may result which may result from its failure to provide fuel in any manner whatsoever. Customers right to purchase fuel may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with The Company. Upon termination, return equipment loaned if any by The Company and to immediately pay all outstanding sums owing to The Company. All terms and of this Application and Guaranty are intended to cover Customer's account as well as all Customer's branch accounts, whether set up now or in the future. A \$40.00 handling fee will be charged for all checks returned from the bank for any reason. Customer understands that fuel delivery privileges may be temporarily suspended (the account locked to further charges) until such time that payment is made to bring the account to current payment status. The Company shall have no liability to Customer for any defect in quality, or shortage in quantity, of any products delivered unless Customer gives The Company notice of Customers claim within: (1) two days after delivery for shortages in quantity of any products, Or (2) four days after delivery for quality deficiencies and further provides The Company with inspection and sample rights. The Company may change terms of this agreement from time to time on prior written notice to Customer. Continued use of services after notice shall constitute acceptance of new such terms by Customer.

AUTHORIZED SIGNATURE (required)

I certify that all information provided on this Application is accurate. I represent and warrant that I am duly authorized to execute and enter into this Application for this Customer. I understand this Application shall govern the terms and conditions of the Account(s) and that the Customer will be bound by all of the terms and conditions contained therein. By signing this Application, I request that an account be opened and fuel services provided. I hereby authorize The Company and its affiliates, to investigate my/our credit history and to authorize the release to The Company of information (both business and personal), of information related to my/our account including credit, bank references and any other information deemed necessary to extend credit. I authorize The Company to receive and exchange information and to investigate the data collected relevant to Customer's creditworthiness. I agree the Application shall be the property of The Company, whether credit is granted or not. Activation and/or use of fuel or services by myself or a representative of Customer constitutes our acceptance of the account and terms and conditions contained in this Application including, without limitation, applicable fees, interest, collection costs, and liability for unauthorized use.

PRINT NAME

SIGNATURE (Authorized Representative)

TITLE

DATE

PERSONAL GUARANTY

The undersigned ("Guarantor") unconditionally guarantees the payment and performance when due of all obligations of the Customer to The Company now or hereafter owing under this Application ("Guaranteed Obligations"). Guarantor acknowledges that this is a guaranty of payment and not of collection and that Guarantor is a primary obligor and not merely a surety. Guarantor waives notices of acceptance, diligence, presentment, demand, notice of dishonor, protest and all other notices. Guarantor agrees that Guarantor's obligations hereunder shall not be affected by changes in the Guaranteed Obligations, other notices. Guarantor agrees that Guarantor's obligations hereunder shall not be affected by changes in the Guaranteed Obligations. Guarantor hereby subordinates in favor of The Company any right of subrogation and all other obligations of the Customer to Guarantor. If any provision of the Guaranty is held to be illegal, invalid or unenforceable, it shall not affect any other provision hereof. The law of Texas shall govern this Guaranty. If collection hereunder is by an attorney at law, the Guarantor shall pay all costs of collections, including reasonable attorneys' fees. The terms and conditions of the Application are incorporated by reference and Guarantor agrees to be bound thereby. The Guaranty shall be relied upon by The Company in making its credit decision and is a condition of the extension of credit to the Customer. Guarantor hereby authorizes The Company to obtain a consumer credit report on Guarantor and to make direct inquiries of employers and businesses where Guarantor has accounts. If the Application is denied based on such information, Guarantor authorizes The Company to report the reason for the denial to Customer. If the Guaranteed Obligations are not paid when due, The Company may report the Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully received such information.

PRINT NAME (Personal Guarantor)

SIGNATURE (Personal Guarantor)

Guarantor's Personal Street Address

Social Security #

Driver's License # and State

City

State

Zip

Date of Birth

ACCOUNT REPRESENTATIVE USE ONLY

NOTES:

CREDIT LIMIT: _____

REPRESENTATIVE: 

DATE: _____