

# Fannon Petroleum Credit Application

Fannon Petroleum Services, Inc  
7755 Progress Court  
Gainesville, Virginia 20155-1687

Office - 703-468-2060, Fax: 703-754-2590

## GENERAL INFORMATION

Business Name \_\_\_\_\_ Trade Name \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
E-mail \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

TYPE OF BUSINESS \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship Fed ID# \_\_\_\_\_  
Incorporation Date \_\_\_\_\_ If subsidiary, name parent company \_\_\_\_\_

## PROPRIETOR, PARTNERS OR CORPORATE OFFICERS

Name 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Title \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

REFERENCE #1 Firm Name \_\_\_\_\_ Fax# \_\_\_\_\_  
Address \_\_\_\_\_ Contact \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

REFERENCE #2 Firm Name \_\_\_\_\_ Fax# \_\_\_\_\_  
Address \_\_\_\_\_ Contact \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

REFERENCE #3 Firm Name \_\_\_\_\_ Fax# \_\_\_\_\_  
Address \_\_\_\_\_ Contact \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

CREDIT INFORMATION Tax Exempt status \_\_\_\_\_ Purchase orders required? \_\_\_\_\_  
Credit Line Requested \_\_\_\_\_ Payables POC \_\_\_\_\_  
Listed in Dun & Bradstreet \_\_\_ Yes \_\_\_ No If yes, Please list Duns # \_\_\_\_\_  
Request for credit line over \$50,000 requires two previous years' tax records or financial statements.

**\*Any financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by Fannon Petroleum Services, Inc. Any such statements will be kept strictly confidential.**

Permission is herewith granted to obtain credit information from all listed references, credit reporting agencies and banking institution(s). All financial information submitted in support of this new account and credit application is true and complete in all respects. My account is subject to a late charge of 1.5% per month (18% per annum) on all past due invoices. Furthermore, I understand that Fannon Petroleum, Inc has the right to discontinue service if my account is past due and that any collection fees (including attorney fees) incurred by Fannon Petroleum, Inc., which the parties hereby fix at 33 1/3% of any balance due plus court costs, will be borne by my account.

**Please Sign Below:** I have read the "Account Terms and Conditions" attached to this application, and having authority to act on behalf of the company, I agree to all of those terms and conditions. Further, we authorize you to share the information contained in this application with your affiliates for purposes of account set up and establishment of credit.

X \_\_\_\_\_  
Signature of Authorizing Officer (required) Please Print Officer Name Date

## Account Terms and Conditions

1. Fannon Petroleum is understood and agreed to be the registered trade name of Fannon Petroleum Services, Inc.
2. The customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all sums which may, from time-to-time, be owing to Fannon Petroleum Services, Inc. by the customer as a result of this agreement.
3. Customer will receive an invoice depending on Customer's credit arrangements with Fannon Petroleum.
4. Customer agrees to pay the full amount due in U. S. Dollars in 15 days from the date of invoice. If this amount is not received by Fannon Petroleum by the due date, customer and guarantors agree to pay interest on the past due balance at an annual rate of the greater of 18% or the maximum allowed by law, until the balance is paid in full. All payments will be applied to the balances on your account in the manner we determine.
5. Notwithstanding any provision in this agreement to the contrary, the total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury law. In the event the total liability for payments of interest and payments deemed interest by applicable law, shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable usury law, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by Fannon Petroleum (and shall be applied), as a credit on the principal due or thereafter arising on Customer's account.
6. Payments received after 2pm on a regular business day will be credited to customer's account on the following regular business day.
7. If Fannon Petroleum must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by Fannon Petroleum, which the parties hereby fix at 33 1/3% of any balance due, plus court costs. Customer and/or guarantor waive privilege of being sued in their County or City of residence. It is stipulated and agreed that the courts, general, district and circuit of the County of Prince William, Virginia shall be an appropriate venue for any actions at law between the parties and especially for any actions to collect sums alleged owing on open account by customer and/or guarantor to Fannon Petroleum Services, Inc., but this shall be non-exclusive and shall not preclude the use of other appropriate venues pursuant to Virginia law. This provision shall be material to any decision to extend credit to customer based upon this credit application. No notice of acceptance hereof need be given any guarantor. In consideration of charges allowed and to be allowed to the customer, the guarantor hereby personally guarantees payment of all amounts due Fannon Petroleum, Inc.
8. Customer must notify Fannon Petroleum of any disputed charge(s) within 30 days after the date of the statement or invoice on which such charge(s) first appeared. After 30 days, all charges are considered valid and no adjustments will be made. Notice to Fannon Petroleum 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 or invoice on which the disputed charge appears. Notices should be mailed to the following address: 7755 Progress Court, Gainesville, Va. 20155-1687.
9. Customer warrants that it is a governmental body or a licensed commercial enterprise, and that the system shall be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be made available for personal use.
10. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these Account Terms and Conditions, which shall remain in full force and effect. These terms and conditions will be interpreted applying Virginia law, without regard to the conflict of laws provisions thereof
11. You promise to make purchases only up to your assigned credit limit. We can adjust your credit limit at any time.
12. Returned check fee – If you make a payment with a check and the check is returned unpaid, you agree to pay a return fee of \$25.00 for checks up to \$1,000.00 and \$50.00 for checks over \$1,000.00.
13. You agree to notify us in writing of any change in your address. In the absence of any written notice from you of a change in address, we will have fulfilled any duty to give you any required notice or statement by sending it to you at the address shown on our records.
14. Fannon Petroleum may change the terms of this agreement at any time to the extent permitted by law. The new terms (including finance charge or other charges) will at our option apply to the balance of your account when the new terms become effective and will apply to all purchases made after that date. If notice of the new terms is required by law, Fannon Petroleum will send the notice to your address shown in our records.

Company Name: \_\_\_\_\_

Initials: \_\_\_\_\_

# Continuing Guaranty (Individual)

**Please Note: This Individual Continuing Guaranty may be required of the principal Applicant ('s) who is (are) the principle ('s) or owner ('s) of a small and/or closely held corporation or limited liability company where the corporation/ LLC has insufficient credit, capital or capacity to support, on its own, the requested credit line. Please do not execute or forward this Individual Continuing Guaranty to Fannon Petroleum Services, Inc. until required.**

For valuable consideration, each of the undersigned ("Guarantor"), jointly and severally, unconditionally guarantees to Fannon Petroleum Services, Inc. ("the Creditor") the full, prompt, and complete payment and performance of all sums, moneys, notes, loans, indebtedness, leases, or lease payments that shall at any time be due and payable to the Creditor and its successors and assigns, from ("Debtor"), whether now owing or hereafter contracted, absolute or contingent, including all liabilities or obligations that Debtor has incurred or may incur or from other dealings by which the Creditor may become in any manner a creditor of Debtor (collectively the "Obligations"). Guarantor further agrees to verification of their credit worthiness through credit reporting agencies.

This Guaranty is a continuing guaranty and shall not be considered wholly or partially satisfied by the payment at any time of any sum or amount, due or hereafter owing upon any Obligation, but shall continue until terminated by written notice actually received by the Creditor and shall then continue, notwithstanding such termination, as to any Obligation created or incurred by Debtor prior to such receipt of termination.

To the extent permitted under applicable law, Guarantor waives: (i) notice of acceptance, all notices and consents of any kind, protest, dishonor, non-payment, and demand for presentment; (ii) until the Obligations are irrevocably paid in full any claim, right, or remedy which Guarantor may now have or hereafter acquire against Debtor including the right of subrogation; and (iii) all exemptions, homestead laws, and defenses given to sureties and guarantors other than the complete fulfillment performance and payment of all Obligations.

The liability of each Guarantor is direct and unconditional. Guarantor acknowledges that the Creditor would not have entered into any transaction with Debtor without this Guaranty and that the Obligations are of substantial benefit to Guarantor. The Creditor may proceed against each Guarantor without resorting to any other right, remedy, security, or entity. All of the Creditor's remedies for the Obligations or this Guaranty are cumulative. Guarantor agrees that the Creditor may extend any deadline or payment due date, modify any agreement, defer acceleration, postpone the enforcement of any agreement, and release or add any collateral and any party primarily or secondarily liable without affecting the liability of any Guarantor. There are no conditions precedent to this Guaranty.

Guarantor represents and warrants to the Creditor that this Guaranty has been duly executed and delivered and is enforceable against Guarantor in accordance with its terms. In the event of any dispute regarding this Guaranty, Guarantor agrees to pay all costs and expenses of the Creditor, (including reasonable attorney's fees and expenses) incurred in connection with such dispute, regardless of whether litigation or other action is instigated.

This Guaranty constitutes the entire agreement of the Guarantor regarding the guaranty of Debtor's Obligations. No amendment, modification or waiver of any provision of this Guaranty shall be valid unless in writing and executed by an officer of the Creditor. This Guaranty shall extend to and bind the heirs, executors, and administrators, successors and assigns of each of Guarantor and the Creditor.

This Guaranty shall be governed by the internal laws of the State of Virginia. Any provisions contrary to, prohibited by, or invalid under applicable laws or regulations shall be revised to the minimum extent necessary to make such provision enforceable, but shall not invalidate the remaining provisions of this Guaranty. **Time is of the essence of this Guaranty.**

Signature of Guarantor \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

SSN: \_\_\_\_\_ SSN: \_\_\_\_\_

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

**Signatures(s) of Guarantor(s) are required to be either notarized or witnessed by two (2) witnesses.**

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that [name(s)] \_\_\_\_\_

personally appeared and executed this Guaranty before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_ [SEAL]