



# Credit Application

A Division of Cosby Oil Company, Inc.

12902 East Park Street  
Santa Fe Springs, CA 90670-4097  
Phone (800) 542-6729 Fax (562) 236-1974

Marketing Representative \_\_\_\_\_

## PART 1

Legal Company Name \_\_\_\_\_

Trade Name \_\_\_\_\_

Contact Name \_\_\_\_\_

E-mail Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Delivery Address \_\_\_\_\_

Business Telephone (including area code) \_\_\_\_\_

Fax \_\_\_\_\_

Type of Business Organization (check one)    Sole Proprietorship     Partnership     Corporation     State of \_\_\_\_\_

Year Established \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_ Federal ID # \_\_\_\_\_ Articles of Corp# \_\_\_\_\_

## PART II

Owner(s) or Partner(s): (Attach additional sheets if necessary)

Name \_\_\_\_\_  
FIRST MIDDLE LAST SOCIAL SECURITY NUMBER

Residential Address \_\_\_\_\_  
STREET CITY STATE ZIP PHONE

Name \_\_\_\_\_  
FIRST MIDDLE LAST SOCIAL SECURITY NUMBER

Residential Address \_\_\_\_\_  
STREET CITY STATE ZIP PHONE

## PART III BANK REFERENCE

Name of Bank \_\_\_\_\_

Person to Contact \_\_\_\_\_

\_\_\_\_\_ STREET CITY STATE ZIP

### Type of Relationship

Checking Account # \_\_\_\_\_

Bank Telephone \_\_\_\_\_

Savings Account # \_\_\_\_\_

Loan Account # \_\_\_\_\_

## PART IV MAJOR CREDIT REFERENCES (Give only names of those you buy from on open account)

1. Company Name \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_ STREET CITY STATE ZIP

2. Company Name \_\_\_\_\_

Person to Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_ STREET CITY STATE ZIP

## PART V

Please attach current financial statements.

## PART VI

Credit Limit Requested Per Month \$ \_\_\_\_\_

**PART VII**

**(CREDIT TERMS AND CONDITIONS AGREEMENT)**

In consideration of the opening of a Fuel Management Systems account of Cosby Oil Company, Inc. (Supplier) and \_\_\_\_\_ (Company Name), the undersigned agrees to the following in all credit transactions with Cosby Oil Company, unless otherwise agreed to in writing by authorized Company Officers:

- II USER agrees to pay the Fuel Management System fees set forth in this agreement in accordance with the following terms;
  - (a) Payment will be due on demand, and if no demand then net (10) days from date of invoice. Invoices will be issued semi-monthly. A statement showing the current status will be issued monthly. Such statement is not an invoice. Payment by invoice will be made according to the terms and due dates showing on each invoice. All payments are due at our office in Santa Fe Springs, CA.
  - (b) A service charge equal to 1.5% per month (18% annual rate) will be charged again all past due amounts.
  - (c) A service charge of twenty-five dollars (\$25.00) will be charged against all returned checks.
  - (d) USER agrees to pay all attorney's fees or collection charges associated with the collection of its past due account. Any legal proceedings with respect to this account will be at the Whittier, CA., Municipal Court.
- III USER hereby accepts the obligation and responsibility for payment for all fuel registered through the Fuel management Systems account number(s) assigned to USER by SUPPLIER. USER will notify SUPPLIER of any lost card immediately upon determination that a Fuel Management Systems Card has been lost or stolen. Notice may be given orally but MUST be confirmed in writing within 24 hours, by registered or certified mail. USER agrees to pay for all products delivered through the Fuel Management System prior to such written notice.
- IV If a Fuel Management System Card is locked out written application must be made to reinstate a Fuel Management Systems Card or account. SUPPLIER reserves the right to refuse to reinstate past due accounts. NO cancelled account may be reinstated unless all monies owed are paid, including all charges and fees. A \$ 35.00 charge will be made to reinstate any account. USER accepts that there is a \$5. Fleet Fueling Membership Fee charged per billing which includes but is not limited to map books, additional fuel cards, invoice statements, and internet access to account.
- V USER understands that card restrictions (profiles) are not guaranteed.
- VI This agreement may be cancelled upon 24-hour written notice by SUPPLIER or USER. Should USER cancel account, all monies due will be paid within ten (10) days of such cancellation.
- VII USER understands and agrees that his/her right to the Fuel Management Systems account may not be assigned.
- VIII USER accepts any and all liability arising or resulting from the misuse, unauthorized use, loss or theft of any Fuel Management Systems Card resulting in access to the Fueling Systems maintained and operated by Cosby Oil Company and any other CFN Network participant. USER understands that the rights conferred herein allow USER to access and use of products on private premises not open to the general public and is consideration for the duties of the USER under this agreement. User agrees not to write the "PIN" code on the card and to keep separate this "PIN" code from the card.
- IX Customer agrees that any environmental charge levied against Cosby Oil Company or any other CFN Network participant for negligent use by customer of its card or equipment, shall promptly pay these charges.
- X Customer will promptly notify Cosby Oil of any change in residence or mailing address.
- XI At all retail locations, where the same pumps are being used for both retail and card lock sales, the posted per gallon price does not necessarily reflect the actual per gallon card lock price. Prices posted on pump reflect cash or credit card pricing only- not card lock prices.
- XII SUPPLIER reserves the right to charge USERS MasterCard, Visa, American-Express or Discover card on past due accounts.
- XIII Terms of this agreement may be amended by SUPPLIER, as its sole option upon at least one full invoicing period time.

I have read, understood and agree to the Terms and Conditions of the Fuel Management Systems account presented above.

I authorize the references listed in Parts III AND IV to release to Cosby Oil Company information related to applicants accounts. I hereby declare the foregoing information is true and correct; I/we hereby authorize Cosby Oil Company, Inc. to conduct a credit check on both personal and business as applicable. I understand that the information therein will be used in the decision of whether or not to grant credit. I agree to abide by Cosby Oil Company's credit policy if credit is granted.

\_\_\_\_\_  
Please Print Name or Title  
\_\_\_\_\_  
Company Name

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

**PART VIII**

**CONTINUING GUARANTY**

For valuable consideration, including the inducement to provide credit to \_\_\_\_\_ (her in after called "Debtor"), which would otherwise be denied, the undersigned (her in after called "Guarantor") absolutely and unconditionally guarantees and promises to pay to COSBY OIL COMPANY, INC. , a California corporation (her in after called "Company") its affiliates, successors and assigns, or order, in lawful money of the United States any and all indebtedness of Debtor to Company in whatever amount may be owing to Company whether such indebtedness now exists, or is incurred hereafter, whether voluntary or involuntary and however arising, whether absolute or contingent, liquidated or un liquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery on such indebtedness may be or hereafter become barred by any statute of limitations.

This is a continuing guaranty relation to any and all indebtedness, including that arising under successive transactions which shall either continue this indebtedness or from time to time renew it after it has been satisfied. This guaranty shall not apply to any indebtedness created after receipt by Company of written notice of it's revocation as to future transactions, such notice to be sent by Certified Mail, Return Receipt Requested, to Company at : 12902 East Park Street, Santa Fe Springs, California 90670. The termination of this guaranty shall not have any retroactive effect with respect to obligations of Debtor incurred prior to termination.

Guarantor agrees that it is directly and primarily liable to Company, that the obligations hereunder are independent of the obligation of Debtor, and that a separate action or actions may be brought against Guarantor whether action is brought against Debtor or whether Debtor is joined in any such action or actions. Guarantor agrees to pay a reasonable attorney fee and all other costs and expensed which may be incurred by company in the enforcement of this guaranty. This guaranty shall not be abrogated or affected in any manner by any change in the firm or status of the Debtor, whether caused by death, by the admission of any new member or members or by the withdrawal of any member of members, or by any change from any cause whatsoever.

IN WITNESS WHEREOF the undersigned (have, has) executed this guaranty this day of \_\_\_\_, 20\_\_.

WITNESS \_\_\_\_\_  
(Signature)  
PRINT: (Name) \_\_\_\_\_  
Title: \_\_\_\_\_

GUARANTOR: (SIGN) \_\_\_\_\_  
(Signature)  
PRINT: (Name) \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_

**A COPY OF THIS GUARANTY SHALL BE AS VALID AS THE ORIGINAL**

Credit Approval _____	<b>FOR OFFICE USE ONLY</b>	Credit Limit _____
Credit Restrictions _____		Date _____
Marketing Rep # _____		