



## **Personal Credit Application Checklist (For Consumer Accounts Only)**

**Application complete and signed**

**Account terms agreement signed**

**Personal guarantee signed and a copy of the driver's license of the applicants**

**Leased equipment agreement if a McCraw owned propane tank is leased to customer**

# PERSONAL CREDIT APPLICATION

2207 N. CENTER, BONHAM, TEXAS 75418  
903-583-7481 or Fax 903-568-3072



1) Name \_\_\_\_\_  
Social Security # \_\_\_\_\_ DL # \_\_\_\_\_ Date of Birth \_\_\_\_\_

2) Name \_\_\_\_\_  
Social Security # \_\_\_\_\_ DL # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Own: \_\_\_\_\_ Rent: \_\_\_\_\_

Mailing address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

E-mail address \_\_\_\_\_

Current Employer \_\_\_\_\_ Address \_\_\_\_\_ # Yrs Employed \_\_\_\_\_

Position Held: \_\_\_\_\_ Salary: \_\_\_\_\_ Hourly / Monthly

Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_

Type of Account: \_\_\_ Checking \_\_\_ Savings

Bank Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

## CREDIT REFERENCES:

Name, Account number, phone and fax number of 3 credit references where you have current open accounts:

Name \_\_\_\_\_ Acct. # \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Name \_\_\_\_\_ Acct. # \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Name \_\_\_\_\_ Acct. # \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

*For McCraw Oil Company use only*

Approved \_\_\_ Denied \_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_ Credit Limit \_\_\_\_\_ Acct # \_\_\_\_\_

Sales Rep \_\_\_\_\_ Notes \_\_\_\_\_

# CREDIT APPLICATION

2207 N. CENTER, BONHAM, TEXAS 75418  
903-583-7481 or Fax 903-568-3072



## PERMISSION TO VERIFY CREDITWORTHINESS / TERMS:

I/we hereby authorize McCraw Oil Company, Inc. ("McCraw") to verify any credit information from whatever source it deems appropriate based on the information provided above for the purpose of credit approval. I/we certify that all information given is correct and that I/we have the authority to incur liabilities and enter into this agreement on behalf of the Customer. I/we acknowledge that the Customer's credit file may be requested from a credit reporting agency for the purpose of verifying credit history. I/we authorize our bank and trade references to release by telephone or fax such information as McCraw may deem necessary for credit verification in connection with this application or at any time in connection with periodic credit reviews. By signing below, Customer hereby agrees to McCraw's Account Terms and agrees to personally, unconditionally and irrevocably guarantee debts owed to McCraw.


Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_


Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCOUNT TERMS AND CONDITIONS**

1. The individual applicant and the undersigned guarantor(s) (collectively referred to hereinafter as "Customer") agrees to be liable for all purchases made on Customer's account and to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay McCraw Oil Company, Inc. ("McCraw") a service charge of 1.5% per month on the unpaid balance for all charges not paid within the due date (or the highest rate allowed by law).
2. Customer agrees not to exceed the credit limits set by McCraw, however, in the event McCraw does extend additional credit to Customer, Customer will be deemed to have actual knowledge of such additional credit purchases, and in the event such credit exceeds any such limits, Customer agrees to be liable for and to pay any additional amounts that exceed the credit limit previously set by McCraw. McCraw may, at its option, refuse to permit charges to be incurred on the account and may change credit terms at McCraw's sole discretion. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only.
3. To secure the payment, Customer grants McCraw a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes McCraw to file one or more financing statements signed only by McCraw without Customer's signature and to use a copy of this agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. McCraw shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where the Customer resides from time to time, which remedies shall be cumulative and not exclusive.
4. Customer certifies that: (a) Customer is contractually free to purchase fuel, propane or other ordered goods and services from McCraw; and (b) Customer owns and/or controls the fuel, propane or lubricants storage tanks into which fuel is delivered by McCraw or the storage tanks are McCraw owned and loaned to Customer; and (c) Customer is in full compliance with all relevant federal, state and local regulations related to the storage of fuels, lubricants or propane ordered from McCraw.
5. The parties agree that, if the account is referred for collection or to an attorney, Customer will pay reasonable attorneys' fees and costs of collection.
6. The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of Texas shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, if any litigation is commenced arising out of this agreement, the sole and exclusive venue for resolution of these disputes will be in the federal district court in the state where the Customer resides if outside the State of Texas and in the district courts of Fannin County, Texas if the Customer resides in the State of Texas. Customer further agrees that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waives any and all right to seek venue elsewhere.
7. THE PARTIES CONFIRM AND AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND THE LIABLE PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE LIABLE PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR IN ANY TRANSACTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, LOSS OF GOOD WILL OR REPUTATION, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER THIS AGREEMENT, ANY TRANSACTION, ANY INDEMNITY PROVISION OR OTHERWISE.
8. McCraw warrants that it will convey good title to the product sold and delivered hereunder, and that all such product shall be in compliance with the specifications, if any, referred to above. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, McCRAW MAKES NO WARRANTIES OF ANY KIND AS TO THE PRODUCT DELIVERED TO CUSTOMER UNDER TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
9. Customer hereby agrees to defend, indemnify and hold harmless McCraw, its officers, directors, shareholders, landlords, tenants and agents from any and all claims arising from or related to claims of title, personal injury or death, property damage, costs, expenses, damages or other charges related to the fuel or propane or lubricants or other goods and services or their delivery. Customer agrees to notify McCraw immediately of any fuel or lubricant spills, propane leaks or suspected propane leaks or damage to McCraw's equipment by the Customer.
10. McCraw may also exercise a right of offset with respect to any payment or obligation that is due to McCraw from Customer under this Agreement, or any agreement between McCraw and Customer, against any payment, delivery or other obligation owed by McCraw to Customer under this Agreement, or any agreement between McCraw and Customer. The exercise by McCraw of any rights reserved under this subsection shall be without prejudice to any claim for damages or any other right under this Agreement and/or applicable law.
11. McCraw reserves the right to transmit invoices, statements, draft notifications, price notifications and/or other routine notifications solely by e-mail or other electronic means and to impose a monthly fee for accounts requiring "paper" or fax documentation.
12. This Account Terms agreement does not constitute an agreement by McCraw to offer credit terms to Customer. Unless otherwise stated in a contractual agreement executed by the Customer and McCraw, standard credit terms are net 30 days from date of invoice (subject to credit approval and subject to change at McCraw's sole discretion).
13. If McCraw has loaned Customer tanks, pumps or other equipment, the Leased Equipment Agreement is incorporated into this Agreement and the Account Terms and Conditions herein are incorporated by reference into the Leased Equipment Agreement.
14. If sales of propane are made to Customer under this Agreement, Customer agrees to: (a) notify McCraw immediately in writing of any changes made to the propane tank or propane plumbing or propane appliances attached to any tank into which McCraw delivers propane; and (b) ensure that the entire propane tank and plumbing system remain in compliance with state, local and federal regulations, laws and codes; and (c) promptly report to McCraw any suspected or actual propane leak or propane out of gas event.

**Account Terms above are agreed and accepted:**

 Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

 Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_