

**Santmyer Oil Company Inc. Commercial / Business Credit Application and Agreement**

This is a credit application, applicants' statement and customers' agreement for a business or commercial account. Please complete and return to Santmyer Oil Company Inc., PO Box 146 Wooster, OH 44691, Fax (330) 262-6595. If you have any questions please feel free to call us at 330 262-6501 or 1-800-686-4589.

**Please Print or Type**

Legal name of business \_\_\_\_\_ dba Name \_\_\_\_\_

Address Bill to  
Street and PO Box \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_ Phone \_\_\_\_\_ A/P contact \_\_\_\_\_

Address  
Shipping \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_

Federal ID# \_\_\_\_\_ Years in Operation \_\_\_\_\_ Type of Business \_\_\_\_\_

List 3 Trade References:

Name	Address	Phone and Fax
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bank \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Checking Account # \_\_\_\_\_ Other Acct # \_\_\_\_\_

Please Check One: ( ) Sole Proprietor or ( ) Partnership ( ) Corporation. Date Incorporated \_\_\_\_\_

Please list corporate officers below:

Name \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_

Product or service requested (Lubes, Gas, Off road diesel, etc.) \_\_\_\_\_

Amount Of Credit Requested \$ \_\_\_\_\_ . \_\_\_\_\_ Net 7 Days.

**APPLICANTS STATEMENT AND AGREEMENT**

The undersigned agrees to the following terms and conditions of sale:

The undersigned authorizes Santmyer Oil Company Inc., its affiliates or subsidiaries, (hereafter referred to as the Creditor), to make what ever credit inquiries it deems necessary in connection with this credit application or in the course of review or collection of any credit extended in reliance on this application. Furthermore, the undersigned authorizes and instructs any person or consumer reporting agency to compile and furnish the Creditor with any information it may have or obtain in response to such credit inquiries and agree that the same shall remain in the Creditors property whether or not credit is extended.

The undersigned agrees all amounts due the Creditor are payable Net 7 days from invoice date (except for COD accounts). Any amount past due will be subject to a monthly finance charge of 2% (or 24% APR).

In the event the account becomes delinquent and is referred to an attorney for collection, the undersigned agrees to pay all reasonable attorneys' fees, administrative and court costs. It is agreed any and all legal action will take place in any Court in Wayne county having proper jurisdiction, with the choice of venue being solely at the discretion of the Creditor. The undersigned agrees any and all returned checks are subject to the maximum fees and/or damages allowed by law.

The Creditor reserves the right to refuse delivery at anytime for any reason.

The undersigned agrees to inform the Creditor, by certified mail, of any change in ownership, corporate officers, or any reorganization of debt within 5 business days of any such change. Furthermore, the undersigned agrees to be liable for any and all purchases should the undersigned fail to comply with said notification.

In the event that this guaranty is executed by more than one person, then, in such event the liabilities and obligations of the undersigned here under shall be joint and several and the relative words herein shall read as if written in plural.

The terms and conditions of this credit application shall apply upon the undersigned's first acceptance of product from Santmyer Oil Company Inc., and shall further apply to all COD and/or credit account(s).

The undersigned affirms all information in this application is declared to be a true representation of fact for the purpose of obtaining the credit requested and any willful misrepresentation on this application could result in criminal action.

I/we agree to provide easy safe unobstructed access to tank and fill receptacle areas and a proper and durable drive or roadway for the delivery truck to enter and exit, and that no person or animal shall be a hazard to any employee of the Creditor.

Print (Officer, Owner, Partner) Name

Signature

Date

\_\_\_\_\_  
\_\_\_\_\_

**PERSONAL GUARANTEE**

For value received, the undersigned, being an officer, shareholder, member or partner of the commercial applicant, does hereby absolutely, irrevocably unconditionally and personally guarantee the prompt and full payment, when due, by acceleration or otherwise, of each and every debt now existing or hereafter created or acquired by said commercial applicant to the Creditor together with all finance charges, penalties and other expenses accruing thereon, including reasonable attorney's fees, administrative and court costs.

Print Name

Signature

Date

\_\_\_\_\_  
\_\_\_\_\_