



Houston - Pasadena

APACHE
Oil Company

Your Full Service Fleet, Fuel, and Lubricants Supplier



PO Box 177 Pasadena, Texas 77501

281-487-5400 Fax - 281-487-7606

Account No.: _____

Account Manager: _____

Credit Application

Legal Company Name: _____

DBA: _____

Delivery Address:

Street: _____ City: _____ State: _____ Zip: _____

Billing Address:

Street or P.O. Box: _____ City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Cell No.: _____ Website: _____

Accounts Payable Contact: _____ Phone No.: _____

Email: _____ Fax No.: _____

Dunn & Bradstreet No.: _____ Federal Tax ID No.: _____

Nature of Business: Sole Proprietorship Corporation Partnership Other, describe: _____

Year Established: _____

If Corporation, Name of State in which Incorporated: _____ Date: _____

Registered Agent:

Name: _____

Address: _____

If Subsidiary Corporation, give Parent Corporation:

Name: _____

Address: _____

How long have you owned the business at this location? _____

Previous Business Name: _____

Address: _____

How long were you located at the Previous Location? _____

If Texas State Sales & Use Tax Exempt, enter number and include copy of Exemption/ Resale Certificate: _____

If Texas Fuel Tax Exempt, please send copy of permit or signed statement.

Purchase Order Required? YES NO Bulk Storage Tank: Above Ground Underground N/A

Estimated Monthly Volume (in gallons): Lubricants: _____ Fuel: _____

Amount of Credit Requested: \$ _____

Principal Owners and/or Officers:

Name: _____ Title: _____

Home Address: _____ Phone No.: _____

Name: _____ Title: _____

Home Address: _____ Phone No.: _____

Three Current Suppliers Who Extend Credit (No Landlords, Credit Cards, Utility or Wireless Carriers)

1. Company Name: _____ How long? _____
Full Address: _____
Phone No.: _____ Fax No.: _____
2. Company Name: _____ How long? _____
Full Address: _____
Phone No.: _____ Fax No.: _____
3. Company Name: _____ How long? _____
Full Address: _____
Phone No.: _____ Fax No.: _____

Bank Reference:

Name of Bank: _____ Branch: _____
Bank Officer: _____
Phone No.: _____ Fax No.: _____
Checking Account No.: _____ Loan Account No.: _____

Parties hereby agree that all purchases made are subject to the following terms and conditions:

I understand that:

1. All account balances are payable in Pasadena, Texas 77501 or at other branch location offices if designated on invoice or statement. Houston-Pasadena Apache Oil Co., LP terms of purchase from date of invoice are net 10 on fuel products and net 30 on lubricant products and other non-fuel products.
2. The Undersigned warrants to Houston-Pasadena Apache Oil Co., LP that all information furnished by the Customer to it for the purpose of obtaining credit is true, correct, and complete in all material respects, and the Undersigned does hereby authorize Houston-Pasadena Apache Oil Co., LP to investigate all references furnished by the Customer pertaining to the credit and financial responsibility of the Customer and/or the Undersigned. Houston-Pasadena Apache Oil Co., LP reserves the right to decline credit to applicant and in the event credit is extended, Houston-Pasadena Apache Oil Co., LP can change or revoke applicant's credit at anytime at its sole discretion.
3. The Undersigned agrees to notify Houston-Pasadena Apache Oil Co., LP by certified mail of any pending change of ownership of the Customer and further agrees to be liable for 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 hereunder shall be joint and several and relative words herein shall be read if written in the plural.
4. The applicant also agrees to pay interest on past balances at a rate not to exceed the applicable state legal maximum or 1½ % per month, whichever is less if such interest is charged. The applicant agrees to pay all collection costs, court costs and legal fees to collect delinquent balances. Furthermore, the applicant agrees to pay the maximum charge allowed for any returned checks.

I/We declare, under penalty of perjury, that the information on this application is correct and that I/we am/are authorized to commit applicant to indebtedness and have carefully read the foregoing and understand the same. I/we further authorize any bank, commercial business or credit reporting agency with whom applicant is doing or has previously done any type of business with, to give any and all necessary information to Houston-Pasadena Apache Oil Co., LP which will assist in the credit investigation. A faxed signed copy shall be treated as an original.

Name of Authorized Representative: _____
Title: _____
Signature: _____
Officer's Name: _____
Title: _____
Signature: _____

Personal Guaranty

The undersigned person or persons (the 'Undersigned') for and in consideration of your agreement to extend credit to the Customer named herein below (the 'Customer'), does hereby personally, absolutely, and unconditionally guarantee to Houston-Pasadena Apache Oil Co., LP the prompt, punctual, and full payment of all sums of money now or hereafter owing by the customer to you (the indebtedness) payable in Pasadena, Harris County, Texas, and the Undersigned hereby agrees to bind itself to pay you on demand any such sum which may become due to you by the Customer whenever the Customer shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty for such indebtedness of the Customer. The undersigned does hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the indebtedness guaranteed hereby.

The Undersigned also agrees to pay, in the event the indebtedness becomes delinquent and is referred to an attorney for collection, reasonable attorney's fees and all collection and court costs.

The Undersigned also agrees to waive the requirement that its name appear on any invoices as guarantor and agrees to be liable personally therefore under rule 185, Texas Rules of Civil Procedure. The Undersigned specifically agrees that it shall not be necessary or required, and that the Undersigned shall not be entitled to require that you file suit or proceed to obtain or assert a claim for personal Judgment against the Customer for said indebtedness or to make any effort at collection of said indebtedness from the Customer or make any effort at collection of the indebtedness from any other party or exercise or assert any other right or remedy to which Houston-Pasadena Apache Oil Co., LP is or may be entitled in connection with in indebtedness before or as a condition or enforcing the liability of the Undersigned pursuant to this guaranty agreement. The Undersigned expressly waives all rights and remedies of a surety, endorser, and guarantor arising or created by, under, or pursuant to Chapter 34 of the Texas Business and Commercial Code, inclusive, and the Undersigned does hereby waive any indulgence granted by you with respect to the indebtedness and agrees that you may grant any such indulgence with respect thereto without notice to or further consent by the Undersigned at any time or times.

In the event that the Customer is a corporation, or is hereafter incorporated, the Undersigned agrees that if the indebtedness of said incorporation is not enforceable because of the act of creating the indebtedness is ultra vires, or because of the officers creating same acted without authority, or said corporation is not liable for any other reason, or in the event said indebtedness cannot be enforced against the corporation, then, and in any such events, such facts shall in no manner affect the liability of the Undersigned hereunder, but the Undersigned shall be and remain liable hereunder notwithstanding that said corporation is not liable for such indebtedness to the extent that the Undersigned would have been liable if the indebtedness of said corporation had been enforceable against it.

The Undersigned agrees to notify Houston-Pasadena Apache Oil Co., LP by certified mail of any pending change of ownership of the Customer and further agrees to be liable for 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 hereunder shall be joint and several and the relative words herein shall be read as if written in the plural.

The Undersigned warrants to Houston-Pasadena Apache Oil Co., LP that all information furnished by the Customer to it is for the purpose of obtaining credit is true, correct, and complete in all material respects, and the Undersigned does hereby authorize Houston-Pasadena Apache Oil Co., LP to investigate all references furnished by the Customer pertaining to the credit and financial responsibility of the Customer and/or the Undersigned.

Print Name of Guarantor

Print Name of Guarantor

Signature of Guarantor

Signature of Guarantor

Home Address

Home Address

S.S. Number

S.S. Number

Name of Business (Customer)

Name of Business (Customer)

Date

Date