

APPLICATION FOR CREDIT

Gary V. Burrows, Inc.

P.O. Box 546 • Lemoore, CA 93245
1600 Enterprise Drive • Lemoore, CA 93245
Office: (559) 924-2064 • Fax: (559) 924-9316
www.gvburrowsinc.com



CP Phelps, Inc.

1010 S. Blackstone Street
Tulare, CA 93274
Office (559) 686-1591
Fax (559) 686-0826

New Account Updating Credit Information Current Financial Statement Enclosed

Applying for Credit as: Sole Owner Joint Venture Corporation (state of incorporation) _____
 Partnership - Type: General Limited LLC (state registered) _____ Need to complete LLC addendum Other

Applicant: _____

(Please print legal name to appear on account: Individual, Partnership, Corporate, LLC, Trust Name)

Trade Name (DBA, if used) _____

Billing Address: _____

City: _____ State: _____ Zip: _____ County _____

Physical Address: _____

City: _____ State: _____ Zip: _____ County _____

Phone: _____ Cell: _____ Fax: _____

A/P Contact: _____ E-Mail Address: _____

Purchasing Agent: _____ E-Mail Address: _____

PRINCIPALS (OWNER, PARTNERS, OFFICERS)

Name(s)	Home Address	City/State/Zip	Social Security No.
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Date business started _____ Federal Tax I.D. _____

D & B # _____ Sales Tax Exemption # _____

CARDS REQUESTED:

Cardholder Name	Fuel Type(s)	Gallon Limit (per fill up)	Use of Oil Dispenser
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I would like to enter mileage at each fill up*

I would like to enter a 4 digit misc. number at each fill up*

*Both will appear on statement

BANK REFERENCE:

Name: _____ Branch: _____ Acct # (required): _____

Address: _____

Loan Officer: _____ Phone: _____

BUSINESS/CREDIT REFERENCES:

Required: (List your current fuel/lubricants suppliers and other major credit references)

Attach additional credit information if necessary

Company Name(s)	Address	City/State/Zip	Phone	Fax
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BANKRUPTCY:

Have you ever filed for Bankruptcy? Are you in any litigation, collection action in your business? No Yes

If yes, explain: _____

Account #: **01-BURRGV**

Salesman: _____

Credit Amount \$ _____

For office use only

Continue on other side →

PRESENT FARMING INFORMATION (if applicable):

Crop _____ Acres _____ Contract With _____ Person to Contact _____ Phone Number _____

Number of Acres Owned: _____ County in Which Business Operates: _____

Number of Acres Leased: _____ Total Acres Farmed: _____ Owner of Property: _____

(if different than applicant)

TERMS OF ACCOUNT:

Upon credit approval our normal terms are as follows:

*Dealer/Service Stations - EFT 4 Days
*Truck & Trailer Fuel - NET 10 Days

*Bobtail Fuel and Oil/Lubricants - NET 30 Days
*Fuel Cardlock - NET 15 Days (Accounts will be billed on the 1st & 15th of each month)

Terms may vary based on credit history and credit limit granted. Applicant agrees to pay upon demand at any time to Gary V. Burrows, Inc. and CP Phelps, Inc. the full amount of said indebtedness, including finance charges of 1.5% per month (18% per annum) or such lesser amount as Gary V. Burrows, Inc. and CP Phelps, Inc. may charge. Gary V. Burrows, Inc. and CP Phelps, Inc. shall be entitled to attorney's fees, and costs incurred with collection of the account, whether or not a suit is filed.

Governing Law: This agreement shall be governed by the laws of the state of California. The parties agree that jurisdiction and venue for all disputes arising from the subject matter of the contract shall be in Fresno County. Should any aspect of the agreement be unenforceable, then all other aspects shall remain valid and binding and the provisions hereof are severable. No obligation to Provide Goods or Service: Applicant agrees that Gary V. Burrows, Inc. and CP Phelps, Inc. will have the absolute right in their sole discretion to cease providing goods or services to the applicant at any time. Applicant agrees that Gary V. Burrows, Inc. and CP Phelps, Inc. will not be liable for any damages including consequential or incidental damages suffered as a result of the cessation of such services or the nondelivery of such goods. Maximum liability of the Seller shall be the purchase price of the goods sold. Applicant agrees to recovery of the purchase price of the goods sold shall be Applicant's sole and exclusive remedy. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process. Applicant agrees all purchases made from Gary V. Burrows, Inc. and CP Phelps, Inc. shall be governed by the terms of this agreement.

Disclaimer of Warranties. GARY V. BURROWS, INC AND CP PHELPS, INC. MAKE NO WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE GOODS SOLD UNDER THIS CONTRACT. THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED BY THE BUYER "AS IS" AND THE SELLER DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.

Applicant authorizes its Bank(s) and Creditor(s) to release credit and financial information to Gary V. Burrows, Inc. and CP Phelps, Inc. The undersigned fully understands and agrees to the above terms and conditions. A facsimile or electronic signature shall be deemed as effective as original signature.

Signature(s) (owner, partner, officer and/or authorized agent): _____ Title: _____

Print Name: _____ Date: _____

Signature(s) (owner, partner, officer and/or authorized agent): _____ Title: _____

Print Name: _____ Date: _____

INDIVIDUAL PERSONAL GUARANTY (required):

Dated: _____ 20_____

I, _____ My Social Security Number is _____
Print Name

residing at _____
Your Home Address

for and in consideration of your extending credit at my request _____
Name on Application / Business Name

(hereinafter referred to as the "Company,") of which I am _____, hereby Personally Guarantee to Gary V. Burrows, Inc. and CP Phelps, Inc. payment at 1600 Enterprise Drive, Lemoore, California 93245 or Gary V. Burrows, Inc. and CP Phelps Inc. designate, of any obligation of the Company whenever the Company shall fail to pay the same. It is understood that this personal guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Guarantor agrees to pay all of Gary V. Burrows, Inc. and CP Phelps, Inc. costs and expenses including legal expenses incurred in connection with the enforcement of this Guarantee whether or not suit is filed.

The undersigned personal guarantor, recognizing that his or her individual credit history may be necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Gary V. Burrows, Inc. and CP Phelps, Inc. from time to time as may be needed, in the credit evaluation process. It is further understood that this guaranty may be called upon for payment directly against the guarantor in the event of default by the obligor without first exhausting any other security posted for the debt or without first proceeding directly against the Company for payment of same.

Signature: _____