



FINISH LINE FUELS LLC. CREDIT APPLICATION



APPLICANT INFORMATION

In this Application, "Applicant" means the business entity applying for credit with Finish Line Fuels.

Legal Name of Business: _____

Fictitious Name of Business (DBA) - or Name to be embossed on cards: _____

Tax ID: _____

Billing Address: _____ City: _____ State: _____ Zip: _____ County: _____

Fleet Contact: _____ Email: _____ Title: _____

Accounts Payable Contact: _____ Email: _____ Phone: _____

Office Phone: _____ Mobile: _____ Fax: _____ Email: _____

Type of Organization: Sole Proprietor Partnership LLP LLC Corporation Non-Profit Government Other _____

State of Formation: _____ Years in Business: _____

Is the Applicant rated by Dun and Bradstreet? Yes No D&B Number _____

If no D&B number, who is the contact at your company to set one up? _____

BUSINESS INFORMATION *****Attach additional sheets if necessary.*****

Name of Owner, Partner, Operator, Shareholder, Director or Officer	Title	Address	Phone	Social Security No.	Driver's License No.	% Interest Owned

BUSINESS REFERENCES

Name	Address	Phone

BANK REFERENCES

Name	Address	Phone

Have you ever declared bankruptcy? Yes No If Yes: Year: _____ State: _____

Amount of credit needed: _____ (If request is greater than \$50,000 please include most recent financial statements.)



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AGREEMENT

By completing this Application, Applicant agrees to be bound by the following terms and conditions ("Agreement") if approved for credit:

1. Upon credit approval, Finish Line Fuels will issue and deliver to Applicant fleet fueling cards ("Card(s)") in the amount, with the restrictions and to the individuals listed on the Applicant's Order Form. A Card, unless revoked or expired, may be used for purchases of petroleum products and automotive merchandise and services authorized by Finish Line Fuels to be purchased with a Card.
2. The Card is NOT a credit card. Therefore, the federal consumer protection laws do not protect the Applicant and the \$50.00 liability limit for credit cards does not apply. In the event a Card is lost or stolen, Applicant shall be responsible for all purchases made via the Card until 24 hours after written notice is received by Finish Line Fuels during regular business hours. Applicant shall hold Finish Line Fuels harmless from any unauthorized utilization of the Cards by any of Applicant's employees, agents, assignees or officers and from the unauthorized use by any other person or entity. It is the Applicant's responsibility to monitor Card activity closely. If a PIN is issued, Applicant agrees not to keep the PIN number on or near the Card(s).
3. Applicant acknowledges that Finish Line Fuels, without liability to Applicant, may temporarily or permanently disconnect any or all of Applicant's Cards to prevent the use of a Card at any time payment is delinquent. If Finish Line Fuels chooses to reactivate a Card or Cards, Applicant acknowledges that the process may take up to 72-hours.
4. Finish Line Fuels, in its sole discretion, may amend or cancel this Agreement at any time and for any reason. The Cards are the property of Finish Line Fuels and may be cancelled, modified and/or repossessed by Finish Line Fuels at any time and for any reason.
5. Payment to Finish Line Fuels is due fifteen (15) days from the invoice date. Invoices will be emailed to Applicant at the email address provided herein. Applicant may dispute an invoice within thirty (30) days of receipt. A late charge of forty dollar (\$40.00), as may be increased from time to time, and default interest of 18% per annum will be assessed on delinquent accounts. Applicant also agrees to pay applicable returned check and EFT fees. If Finish Line Fuels seeks any collection action against Applicant, Applicant agrees to pay all collection expenses, attorney fees and court costs.
6. Applicant warrants that the terms and conditions of this Agreement will be outlined to all persons authorized to use the Cards.
7. Applicant agrees that the Cards will be used for business purposes and not personal, family or household purposes.
8. This Agreement is not assignable. Applicant agrees to inform Finish Line Fuels if it intends to sell its business or assets.
9. Applicant, in its sole discretion, may terminate this Agreement at any time by submitting written notice to Finish Line Fuels. Upon termination, Applicant shall immediately surrender all Cards issued and shall immediately pay all outstanding amounts owed to Finish Line Fuels.
10. Applicant agrees that OK law applies to this Agreement and Cherokee County will be the proper venue for any dispute between the parties.

AUTHORIZATION AND EXECUTION

By completing this Application, Applicant acknowledges and agrees that: (i) all information provided in this Application is true, complete and correct and Applicant has the authority to provide such information and complete this Application; (ii) Applicant authorizes Finish Line Fuels to request business and consumer credit reports for purposes of investigating the Applicant's and its owners, partners, operators, shareholders, directors and officers current and continued credit worthiness; (iii) Finish Line Fuels is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting accounts with credit reporting agencies, and other parties with legitimate business needs for such reports or information and Applicant releases Finish Line Fuels from any liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information; (iv) Finish Line Fuels will review this Application and may, at its sole discretion, grant credit hereunder but is under no obligation to do so; (v) Applicant shall be jointly and severally liable for all charges incurred hereunder; (vi) if approved for credit, Applicant shall be bound by the terms and conditions of this Application and Agreement; (vii) Finish Line Fuels shall have the right to, in addition to all other rights and remedies available, offset any amount due by Applicant hereunder by any amount owed by Finish Line Fuels; and (viii) if approved for credit, Applicant and Finish Line Fuels agree that this Application and Agreement shall constitute the entire agreement between the parties and shall become effective on the date approval is made.

**Signature Requirement. If a corporation, a corporate officer must sign. If a partnership, at least two partners must sign. If a Sole Proprietor, owner and spouse, if applicable, must sign. Each individual executing this Application certifies to Finish Line Fuels that he/she is authorized by Applicant in accordance with its organization rules and applicable law to bind Applicant to this Application and Agreement.*

Name: _____ Title: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Signature: _____ Date: _____

PERSONAL GUARANTY

For valuable consideration and to induce Finish Line Fuels to extend credit for fuel supplied to Applicant, I, joined by my spouse, if any, hereby unconditionally guaranty payment when due of any and all present and future debts owed to Finish Line Fuels by Applicant. I expressly waive notice of acceptance of guarantee, demands and notices of non-payment. I agree that in the event of my death, my heirs, executors and administrators shall be bound hereby. My bankruptcy shall not affect my obligations to repay Finish Line Fuels. In the event Finish Line Fuels must enforce the terms of this guaranty, I agree to pay Finish Line Fuels' collection expenses, attorneys' fees and other legal expenses. I agree that the proper venue for such enforcement is Cherokee County. Revocation of this guaranty may be made in writing, signed by me, and delivered via certified mail return receipt requested to the Credit Manager for Finish Line Fuels, LLC., 11063-D South Memorial Dr., #201, Tulsa, OK. 74133 and shall become effective ten (10) business days after Finish Line Fuels receives the written revocation notice.

Name: _____ Title: _____ Signature: _____ SSN _____ Date: _____

Name: _____ Title: _____ Signature: _____ SSN _____ Date: _____

PLEASE RETURN COMPLETED APPLICATION AND ALL ADDITIONAL INFORMATION TO:

Finish Line Fuels, LLC., 11063-D South Memorial Dr., #201, Tulsa, OK. 74133, Phone 877.585.3299, FAX 866.620.6259

SIGNATURE NEEDED HERE