



DAVISON FUELS, INC / FINISH LINE APPLICATION FOR CREDIT AND A FLEET FUEL CARD ACCOUNT

**APPLICATION FOR CREDIT AND FLEET FUEL CARD ACCOUNT**

8450 Tanner Williams Road/ Mobile, Alabama 36608-8316

Phone: 251-544-4527 / Fax: 251-633-6311 / meddlemon@davisonfuels.com

<u>Legal Name</u>		Type of Organization (circle)		
<u>Street Address</u>		LLC	LLP	Corporation
		Partnership	Sole Proprietorship	
<u>City</u> <u>State</u> <u>ZIP</u>		Non Profit	Government	
		Years under same Ownership:		
<u>E-mail Address (Invoices &amp; Reporting will be e-mailed to this e-mail address)</u>		<u>Federal ID #</u>	<u>Tax Exempt #</u>	
<u>Mailing Address</u> <u>City</u> <u>State</u> <u>ZIP</u>		<u>Main Phone #</u>	<u>Fax#</u>	<u>Cell#</u>
		<u>Estimated Fuel Spend</u>		
		<u># of Vehicles</u>	<u># of Drivers</u>	<u>\$ per week</u>
<u>Authorized Representative</u>	<u>Phone#</u>	<u>Title</u>	<u>E-Mail Address</u>	
<u>Accounts Payable Representative</u>	<u>Phone#</u>	<u>Ext.</u>	<u>E-Mail Address</u>	

**BANK, TRADE & REFERENCES**

<u>Bank Name</u>	<u>Address</u>	<u>Account #</u>	<u>Account Type</u>	<u>Bank Officer</u>	<u>Phone #</u>	<u>Fax #</u>
<u>Bank Name</u>	<u>Address</u>	<u>Account #</u>	<u>Account Type</u>	<u>Bank Officer</u>	<u>Phone #</u>	<u>Fax #</u>
<u>Trade Reference Name</u>	<u>Address</u>	<u>Account #</u>	<u>Name / Title</u>	<u>Phone #</u>	<u>Fax #</u>	
<u>Trade Reference Name</u>	<u>Address</u>	<u>Account #</u>	<u>Name / Title</u>	<u>Phone #</u>	<u>Fax #</u>	
<u>Trade Reference Name</u>	<u>Address</u>	<u>Account #</u>	<u>Name / Title</u>	<u>Phone #</u>	<u>Fax #</u>	

**PAYMENT TERMS**

***Payment Terms: Weekly Invoicing; Payment due Net 15 Days ACH***

Applicant certifies the information on this form is true and correct and authorizes Davison Fuels to check Applicants credit worthiness. Applicant has read the TERMS AND CONDITIONS (on reverse side or page 2) and acknowledges the provisions are integral to this Agreement and agrees to make payments for credit extended under this agreement according to terms. Applicant agrees that any liability arising or resulting from misuse, unauthorized or fraudulent use, loss or theft of the cards or any information contained on the cards issued to the Applicant shall be paid by the Applicant. In the event Davison Fuels retains legal counsel to collect any debt owed to it by the Applicant, Applicant agrees to pay a reasonable attorney's fee and all accrued interest and expenses incurred by Davison Fuels in the collection of the debt whether collected by suit or otherwise.

<u>Print Name;</u>	<u>Signature:</u>	<u>Date:</u>
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## DAVISON FUELS, INC / FINISH LINE APPLICATION FOR CREDIT AND A FLEET FUEL CARD ACCOUNT

### TERMS AND CONDITIONS

This **Agreement** is made and entered into by and between Davison Fuels Inc., ("Davison") and the Company ("Customer") on Page 1 and sets forth the terms and conditions pursuant to which Davison will provide an account to Customer as stated herein.

**1. Account and Services:** (a) General. Customer requires the use of a payment program to facilitate payments made in conjunction with transportation services by Customer's drivers, staff and representatives (whether employees or independent contractors). Davison will provide Customer with an account (the "Account") and "Finish Line" cards ("Cards"), through the use of which Customer may access the credit and other services chosen by Customer, and Customer agrees to administer the program and utilize the Services in accordance with Davison's instructions. The Account may be used only for valid and lawful purposes. Customer is responsible for notifying its employees, agents and other representatives to whom the Services are made available of the policies and procedures for use of the Services. All Cards issued to Customer shall remain the property of the issuer and must be returned upon request.

**2. Terms:** Customer agrees to Terms outlined on Page 1 and acknowledges that Payment Terms are predicated on credit information and may be adjusted accordingly.

**3. Credit Limit:** If approved, Davison will establish a credit limit for the Account, which is subject to periodic review and adjustment by Davison. Customer shall provide Davison with such financial information as Davison may reasonably require to review Customer's credit limit and authorizes Davison to make any credit investigation Davison deems necessary and appropriate. Customer shall not allow its unpaid Account balance, including fees and other charges on the Account, to exceed its credit limit. If Customer exceeds its credit limit, then Davison may request immediate payment, request additional security, suspend the Account and charge additional service fees.

**4. Security:** If requested by Davison from time to time, Customer shall provide Davison with security for the performance when due of its obligations herein. The Account will not be available until such security is accepted by Davison in its sole discretion.

**5. Termination Rights; Default and Remedies:** In the event of Customer's default under this Agreement, including without limitation, failure to comply with the credit limit and payment terms provisions hereof, Davison shall have the right to immediately suspend the Account until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then Davison may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination. Upon the termination of this Agreement for any reason the parties agree to cooperate in good faith to wind down the Debit Service in a commercially reasonable way. In addition to any other rights of termination, either party may terminate this Agreement upon prior written notice with respect to any individual state or jurisdiction if the terminating party can demonstrate, with documentary support, that changes in applicable laws or regulations or the interpretation thereof will make the performance of such party's obligations hereunder not commercially feasible, provided, however, that the parties have discussed the issues in a good faith attempt to find resolution that would permit the Agreement to effect with respect to the state or jurisdiction in question. The effective date of a termination under this subsection will be ninety (90) days from the date notice is delivered, or upon the effective date of the new law or regulation, whichever occurs sooner.

**6. Responsibilities for Cards, Codes and Security Information:** Customer agrees to accept full responsibility for all purchases and transactions made as a result of the use of Cards, Codes, passwords or other security coders and procedures. Customer agrees to participate in Finish Line Fraud Insurance Program. Customer shall notify Davison immediately by telephone of any loss, theft, unauthorized use or fraudulent use of Cards, Codes, passwords or other security codes or procedures and shall be fully responsible for the unauthorized or fraudulent theft thereof until such time as Davison has received such notification from Customer provided that each fraud or misuse is not attributed to Davison.

**7. Limitation of Liability:** Davison shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of Davison. In no event shall Davison be responsible for consequential, special, incidental or punitive damages, regardless of whether Davison was made aware of the possibility of such damages. Davison makes no representations or warranties, whether express or implied, including and warranties of merchantability or fitness for a particular purpose.

**8. Confidentiality:** Davison and Customer agree and covenant to each other that they shall not, during the performance of this Agreement or at any time after the termination or expiration hereof use or disclose to any third party other than during the proper performance of their duties hereunder, the terms, rates and conditions of this Agreement, the confidential and proprietary information of the other party hereto, including but not limited to technical information, such as file record layouts, or any of the procedures, practices or confidential dealings of the other party hereto. The provisions of this Section shall not apply to disclosures required by law. Customer acknowledges and agrees that all transaction information, including, without limitation, Davison card numbers, Customers rates and fees and data gathered at the point-of-sale by Davison whether electronically or by voice is the property of Davison. Customer shall be entitled to use this information only for its internal business purposes and shall not divulge the same to any other person, firm or corporation without the written consent of Davison.

**9. Liability of Acts of Customers, Employees and Agents:** Customer agrees to hold Davison harmless from any and all liability resulting from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts and willful misconduct of such persons, or from the material breach by Customer of its express obligations under this Agreement. For purposes hereof, any person who is given authorization by Customer to use Cards, codes, passwords or other security codes or procedures shall be deemed an employee or agent of Customer.

**10. Right of Setoff:** Davison shall have the right to setoff and apply any amounts owing by Davison to Customer against any amounts owing from Customer to pursuant to this Agreement.

**11. Quality Assurance:** For quality assurance purposes, Davison may record calls with Davison's customer service representatives.

**12. Notices:** All written notices required to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by U.S. mail, facsimile or overnight courier to Davison Fuels Inc., 8450 Tanner Williams Road, Mobile, AL 36608, or to Customer at the address listed on the front of this Agreement.

**13. Inventory Reconciliation (Consignment Program):** If customer is on Davison's "Consignment Program" then customer is authorizing Davison to consign fuel products in customers fuel tanks or in Davison's fuel tanks that Davison is allowing customer to use by means of a signed "Tank Lease Agreement." On a monthly basis, Davison will reconcile Davison's fuel in tank(s) at customer's location. If there is a shortage of fuel products at the end of the month, Davison reserves the right to bill-back the customer for the fuel shortage.

**14. Miscellaneous:** This Agreement shall be governed by the laws of the State of Alabama without regard to the choice of law rules of such state. Any action to enforce or interpret this Agreement may be brought in the appropriate judicial forum located in Mobile, Mobile County, Alabama and Customer does hereby consent to such jurisdiction and waives any objections thereto. No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. This Agreement constitutes the entire agreement of the parties relating to this subject matter and except as expressly set forth herein may only be modified by a writing signed by both parties. This Agreement may not be assigned, in whole or in part, by Customer without the prior written consent of Davison. Customer shall return the originally executed copy of this Agreement to Davison as soon as possible. Notwithstanding the foregoing, Customer acknowledges and agrees that electronic records and signatures and facsimile copies of signatures shall have the full legal effect of writing.



**PERSONAL GUARANTY**

***Davison Fuels, Inc / Finish Line Fleet Card***  
***8450 Tanner Williams Road / Mobile, Alabama 36608-8316***

**Date:** \_\_\_\_\_

FOR VALUE RECEIVED, and to induce Davison Fuels, Inc., Davison Oil Company, Inc., your divisions and subsidiaries to undertake or continue to sell goods and services to: \_\_\_\_\_ (hereinafter called "Debtor"), the undersigned, jointly and severally, hereby unconditionally, primarily and absolutely, guarantees payment when due of any and all present and future indebtedness owed to you, your divisions, your subsidiaries, successors or assigns by the Debtor and hereby agrees to pay such indebtedness punctually if default in payment is made thereof by the Debtor.

The undersigned waives notices of acceptance hereby and notice of orders, sales, and deliveries to the Debtor, and of the amounts and terms thereof; and of all defaults or disputes with the Debtor, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting his liabilities hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptable, and any other form of obligation for the Debtor's indebtedness, and the demand, protest and notice of protest of such instrument or their endorsements.

The undersigned also consents to and waives notice of any arrangements or settlements made in or out of Court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or assignment for the benefit of creditors of the Debtor, and anything whatsoever, whether or not herein specified, which may be done or waived by or between you and the Debtor, or the Debtor and any other person whose claims against the Debtor have been or shall be assigned or transferred to you.

Without in any way limiting the generality of the foregoing, the undersigned acknowledges that this Guaranty encompasses Debtor's purchases of goods and services on account (including credit card purchases) and service, handling and delinquency charges incurred thereon, Debtor's rental obligations for leased real and personal property, money borrowed by or advanced to or on behalf of Debtor (whether secured or unsecured), unpaid taxes on goods purchased, Debtor's obligation to account for goods consigned to or in the care of custody of Debtor, and All accrued interest at the contract rate of the Debtor of 1.5% per month on unpaid balances, advances, money lent or such other debt owing by Debtor.

This Guaranty is unlimited as to the amount and time, but may be revoked by the undersigned effective five (5) days after receipt by you of written notice to that affect, signed by the undersigned and delivered to you at the above address, marked for the attention of the Credit Manager, but such revocation shall not affect liability on any indebtedness then existing. Furthermore, the undersigned agrees that in the event of death of one or more of the undersigned, each such decedent's heirs, executors and administrators shall be bound hereby until actual knowledge of such death shall come to the attention of the Credit Manager.

The execution of this Guaranty by any person as guarantor shall be binding upon him, irrespective of whether or not any person executes this Guaranty. This Guaranty may be assigned in whole or in part at any time without notice.

The undersigned, each for her or himself, hereby severally WAIVES as to this debt, or any renewal thereof, all rights of exemption under the Constitution and laws of the State of Alabama, or any other State, as to personal property, and each severally agrees to pay all costs of collecting and securing or attempting to collect or secure this obligation, including a reasonable attorney's fee, whether the same is collected or secured by suit or otherwise.

**IN WITNESS WHEREOF**, the undersigned has caused this instrument to be duly executed on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**Debtor** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Guarantor**

**WITNESS** \_\_\_\_\_

\_\_\_\_\_  
**Print Name of Guarantor & SS Number**



8450 Tanner Williams Road / Mobile, Alabama 36608-8316

### AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS)

Company Name \_\_\_\_\_

(Please Print)

I hereby authorize DAVISON FUELS, INC. hereafter referred to as "Company" to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my:

(Select One):

Checking Account

Savings Account

And the depository named below, hereinafter referred to as "Financial Institution" to credit and/or debit the same to such account.

Financial Institution \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Transit/ABA No. \_\_\_\_\_ Account No. \_\_\_\_\_

(A VOIDED Check MUST be attached – DO NOT use a deposit ticket)

Entries will be transmitted after e-mailed pre-notification of transaction details. This authority is to remain in full force and effect until Company has received written notification from me of its termination in such manner as to afford the Company and Financial Institution a reasonable time to act upon it. **Note: Any EFT returned for non-payment MUST BE replaced with a Cashier's Check or Certified Funds plus any applicable service charges.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_