

DUNCAN OIL CO.



NEW

CUSTOMER

INFORMATION

PACKET

June 2011



Duncan Oil Company
 849 Factory Rd.
 Beaver Creek, OH 45434

Commercial Credit Application

Date: _____

APPLICANT'S INFORMATION **TYPE OF BUSINESS**

Customer Name: _____ Corporation Proprietorship
 Partnership LLC

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Federal Tax ID: _____

A/P Contact Person: _____ Phone: _____ Fax: _____ E-mail: _____

PRINCIPAL/OWNER(S) **TITLE** **S.S.N.** **HOME ADDRESS**

1) _____

2) _____

BANK REFERENCES **CONTACT OFFICER** **PHONE #** **CHECKING ACCT #**

Bank Name/Branch _____

1) _____

2) _____

TRADE REFERENCES **ADDRESS** **PHONE #** **ACCOUNT #**

1) _____

2) _____

TERMS REQUESTED (not to exceed 10 days)

of Days _____ Payment Type ACH Certified Check Wire Transfer Business Check

FUEL TO BE PURCHASED **MONTHLY GALLONS** **TANK SIZES** **# OF TANKS**

Gasoline _____

Diesel Fuel - On Road _____

Off Road Diesel _____

E - 85 _____

K-1 Kerosene _____

Turbo-Blue _____

ACCEPTANCE AND AUTHORIZATION

The above information is submitted as a basis for your consideration. We hereby apply for the extension of credit by your firm.

By signing below, I acknowledge that the Applicant is a valid business entity, that I am authorized to make this application on the company's behalf, and that all information submitted is complete and accurate, to the best of my knowledge. I hereby agree that the Duncan Oil Company may review our credit by any means available, now and in the future, including but not limited to contact with any of the above references to your sole discretion.

 X _____ Title: _____ Date: _____
 Authorized Signature



Duncan Oil Company
849 Factory Rd.
Beavercreek, OH 45434

Personal Guaranty

For valuable consideration, each of the undersigned (hereinafter called the “Guarantor”), jointly and severally, unconditionally guarantees to Duncan Oil Company (hereinafter called the “Creditor”) the full, prompt, and complete payment and performance of all sums, moneys, notes, loans, indebtedness, leases, or lease payments that shall at any time be due and payable to the Creditor and its successors and assigns, from the Debtor, whether now owing or hereafter contracted, absolute or contingent, including all liabilities or obligations that Debtor has incurred or may incur or from other dealings by which the Creditor may become in any manner a creditor of the Debtor (collectively known hereinafter as the “Obligations”).

This Guaranty is a continuing guaranty and shall not be considered wholly or partially satisfied by the payment at any time of any sum or amount, due or hereafter owing upon any Obligation, but shall continue until terminated by written notice actually received by the Creditor and shall then continue until all Obligations are met that were incurred by the Debtor prior to receipt of termination. The Guarantor further agrees that all liabilities hereunder shall continue notwithstanding the incapacity, lack of authority, death, disability, bankruptcy, reorganization of any one, or more, of the Guarantor.

The liability of each Guarantor is direct and unconditional. The Guarantor acknowledges that the Creditor would not have entered into any transaction with Debtor without this Guaranty and that the Obligations are of substantial benefit to the Guarantor. The Creditor may proceed against each Guarantor without resorting to any other right, remedy, security, or entity. All of the Creditor’s remedies for the Obligations or this Guaranty are cumulative. Guarantor agrees that the Creditor may extend any deadline or payment due date, modify any agreement, defer acceleration, postpone the enforcement of any agreement, and release or add any collateral and any party primarily or secondarily liable without affecting the liability of any Guarantor. There are no conditions precedent to this Guaranty.

The Guarantor represents and warrants to the Creditor that this Guaranty has been duly executed and delivered and is enforceable against Guarantor in accordance with its terms. In the event of any dispute regarding this Guaranty, Guarantor agrees to pay all costs and expenses of the Creditor, (including reasonable attorney’s fees and expenses) incurred in connection with such dispute, regardless of whether litigation or other action is instigated.

The Guarantor agrees to furnish Duncan Oil Company upon demand, but not more often than semi-annually, so long as any account of the customer remains open, financial statement setting forth, in reasonable detail, the assets, liabilities and net worth of the undersigned.

No amendment, modification or waiver of any provision of this Guaranty shall be valid unless in writing and executed by an officer of the Creditor. This Guaranty shall extend to and bind the heirs, executors, and administrators, successors and assigns of each Guarantor and the Creditor

Signature of Guarantor _____

Signature of Guarantor _____

Print Name _____

Print Name _____

SSN _____

SSN _____

Address _____

Address _____

DUNCAN OIL COMPANY

849 FACTORY ROAD
BEAVERCREEK, OH 45434
(937)426-5945*29
ATTN. LAUREN GRAHAM

BANK REFERENCE QUESTIONNAIRE

DATE _____

ACCOUNT NAME _____

ACCOUNT NUMBER _____

BANK NAME _____

NAME OF PERSON GIVING INFORMATION? _____

HOW LONG HAS ACCOUNT BEEN OPEN? _____

WHAT IS THEIR CURRENT BALANCE? _____

BALANCE ON UNSECURED LOANS? _____

BALANCE ON SECURED LOANS? _____

COLLATERAL ON SECURED LOANS? _____

ANY "NSF" CHECK PROBLEMS? _____

WHAT HAS BEEN THEIR HIGH BALANCE AND LOW BALANCE IN THE LAST SIX MONTHS?

WHAT WAS THE DATE OF THEIR LAST TRANSACTION? _____

WOULD YOU RATE THIS A SATISFACTORY ACCOUNT? _____

ANY REMARKS? _____

I _____, AUTHORIZES THE RELEASE OF THE
(CUSTOMER SIGNATURE)

ABOVE CREDIT INFORMATION TO DUNCAN OIL COMPANY

DUNCAN OIL COMPANY

849 FACTORY ROAD
BEAVERCREEK, OH 45434
(937)426-5945*29
ATTN. LAUREN GRAHAM

CREDIT DEPARTMENT

CREDIT REFERENCE INFORMATION QUESTIONNAIRE

CUSTOMER NAME _____

REFERENCE NAME _____

NAME OF PERSON GIVING CREDIT INFORMATION _____

HOW LONG HAS APPLICANT BEEN A CUSTOMER? _____

WHAT IS THEIR CURRENT BALANCE? _____

WHAT ARE YOUR PAYMENT TERMS? _____

HOW DOES THE CUSTOMER PAY? _____

Current Slow Takes Discount

ANY NSF CHECK PROBLEMS? _____

WHAT HAS BEEN THEIR HIGH CREDIT AND LOW CREDIT IN THE LAST SIX MONTHS?

WHAT WAS THE DATE OF THEIR LAST TRANSACTION? _____

HAS THE CUSTOMER PLEDGED ANY OF THEIR ASSETS AS SECURITY ON MONEY OWED?

DATE

(CUSTOMER SIGNATURE)

THE CUSTOMER AUTHORIZES RELEASE OF THIS INFORMATION:



Duncan Oil Co.

ACH Agreement

Corporate Payments

This agreement, dated as of _____, 20____, is between Duncan Oil Co. (“Originator”) and _____ (“Receiver”).

RECITALS

A. Receiver wishes to have Originator initiate (Credit), (Debit) entries to its account specified below (the “Account”) in payment of obligations owed by (Originator to Receiver) or (Receiver to Originator) pursuant to the terms of this agreement and the rules relating to Corporate Trade Payment Entries (the “Rules”) of the National Automated Clearing House Association and the Ohio Automated Clearing House Association, and Originator is willing to initiate such entries on the terms set forth below.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

AGREEMENT

Now, Therefore, in consideration of the mutual promises contained herein, Originator and Receiver agree as follows:

1. **Authorization.** Subject to the terms set forth below, Receiver authorizes Originator to initiate (Credit) or (Debit) entries to the account in accordance with the Rules for obligations owing from time to time by (Originator to Receiver) or (Receiver to Originator) resulting from the sales of products or services our company provides.

2. **Authorization Limitations; Procedures.** No entry shall be initiated under this agreement except in conformity with the authorization provided above. We will contact you one or two days prior to an entry being made in order to confirm amounts due and to be sure we are in agreement. (No single entry initiated under this agreement shall be in excess of \$_____. Such maximum amount may be changed by Receiver from time to time on three days prior written notice to Originator.)

3. **Originator’s Failure to Originate.** (Debit entries) Receiver shall not be deemed to default on any obligation or suffer any loss of discount or other penalty by reason of the failure of Originator to initiate any Debit entry in accordance with the terms of this financial institution, or the nonreceipt by such institutions of any Debit entry initiated by Originator.

4. **Compliance with Rules.** Receiver shall comply with and be bound by the Rules as in effect from time to time, including, without limitation, Part B, Section VI of the Rules.

5. **Acceptance and Return of Entries.** Nothing contained herein shall be deemed to require Receiver or its financial institution to accept any entry initiated under this agreement, and any such entry may be returned in accordance with the Rules. (Credit Entries) Originator shall not be deemed in default on any obligation or suffer any loss of discount or other penalty by reason of the return of any entry provided such entry was initiated in accordance with the terms of this agreement. Notwithstanding any statement

contained in any entry or any data transmitted with any entry, and notwithstanding the failure to return any entry in accordance with the Rules, Receiver shall not be deemed to have accepted any entry as being in the correct amount if, within three days after receipt of the entry by its financial institution, Receiver provides written notice to Originator of a discrepancy.

6. Credit of Entries. (Credit Entries) Unless such entry is returned in accordance with the Rules, Receiver shall, as of the date the amount of such entry is credited to the account, credit Originator with the amount of each entry received and interest or other charges payable with respect to the amount of such entry shall cease at the time. (Debit Entries) Unless such entry is returned in accordance with the Rules, Originator shall, as of the date such entry is credited to its account with its financial institution, credit Receiver with the amount of each entry received.

7. Entry Information. Each entry initiated under this agreement shall be accompanied by the following information: Invoices due under the payment terms, supporting the amount to be debited.

8. Receiver's Account. The account is the following deposit account maintained by Receiver:

Financial Institutions: _____

Bank Address: _____

Account Number: _____

Routing Number: _____

If Receiver is a natural person, Receiver represents to Originator that the account is, and during the term of the is agreement, will be, maintained primarily for business, and not for personal, family, or household purposes.

9. Questions and errors. In the event of any question or error relating to entries initiated pursuant to this agreement, Receiver should contact Zachary Welin, and the Originator should contact _____.

10. Liabilities of Parties. Neither Originator nor Receiver shall be liable for the act or omission of any Automated Clearing House, financial institution, or other person.

11. Notices. Any written notice or other written communication required or permitted to be given under this agreement shall be delivered, or sent by United States registered mail, postage prepaid, and, if to Originator, addressed to:

Duncan Oil Co.
849 Factory Rd.
Beavercreek, OH 45434

Attn.: Lauren Graham

and, if to Receiver, addressed to:

Attn: _____

unless another address is substituted by notice delivered or sent as provided herein.
Any such notice shall be deemed given when (so delivered or sent) (received).

12. Termination. This agreement may be terminated by Originator or Receiver at any time by giving 30 day’s prior written notice to the other party. Notwithstanding such termination , this agreement shall remain in force and effect as to all transactions that have occurred prior to the date of termination.

13. Headings. Headings are used for reference purposes only, and shall be deemed a part of this agreement.

14. Law Governing. This agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

15. Entire Agreement. This agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto, and their respective successors and assigns. This agreement may be amended only by a writing signed by both parties.

Printed Name: _____

Signature: _____

Company: _____

Printed Name: _____

Signature: _____

Company: _____

*** Please include a voided check from the account being used in this agreement.**