



Commercial Credit Application
PO Box 900, Verona, VA 24482
Verona: 540-248-6273 Lexington: 540-463-4623 Covington: 540-962-6336

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

Applying for Service: [ ] Propane [ ] Fuel Oil [ ] Kerosene [ ] Gasoline
[ ] Off-Road [ ] On-Road [ ] Motor Oil [ ] Changeover

Applicant Name (full legal name): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Taxpayer I.D. Number: \_\_\_\_\_

Tradename (if any): \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_ (e.g., Proprietorship, Corporation, Partnership, Etc.)

Date Business Organized/Started: \_\_\_\_\_ State of Organization: \_\_\_\_\_

Is Business Tax Exempt? Yes If yes, Tax Exempt # \_\_\_\_\_

Is Purchase Order Required? Yes No

Names of Principal Officers (attach additional list, if necessary):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Names of Persons Owning Ten Percent (10%) or Greater Interest in Applicant (attach additional list if necessary):

Name: \_\_\_\_\_ Ownership %: \_\_\_\_\_

Name: \_\_\_\_\_ Ownership %: \_\_\_\_\_

Banking Information:

Checking Account No: \_\_\_\_\_ Bank and Branch: \_\_\_\_\_

Checking Account No: \_\_\_\_\_ Bank and Branch: \_\_\_\_\_

Trade/Credit References (Specify Name, Address, Phone Number, and Type of Credit):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Tank Location: \_\_\_\_\_ Size of Tank: \_\_\_\_\_ Automatic Delivery Yes No

Do you need a delivery now? Yes No

\*\*\*\*\*DO NOT WRITE IN BOX BELOW\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_
DENIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF CREDIT

**TERMS AND CONDITIONS**

The undersigned ("Applicant") agree(s) that the following terms and conditions shall apply to all credit extended to Applicant by Dixie Gas and Oil Corporation ("Dixie"). If more than one person signs this agreement as Applicant, the liability of such person shall be joint and several.

- Accuracy of Statements:** All invoices, delivery tickets, or statements for goods or services sold to Applicant shall be deemed to be accurate unless Dixie is notified in writing of any alleged discrepancies within seven (7) days following its delivery to Applicant or its representative. Any such notice should be addressed and delivered to Dixie at P.O. Box 900, Verona, Virginia 24482, Attention: Credit Manager.
- Responsibility for Charges to Account:** Dixie shall not be required to verify the authority of any person who it, in good faith, believes to be authorized to act on Applicant's behalf in incurring charges to Applicant's account and Applicant agrees to be responsible for the payment of all charges made to its account.
- Payment Terms:** (a) Due Date: Unless otherwise specified on any invoice or statement delivered to the Applicant, all sums owed to Dixie shall be due and payable upon receipt of the invoice or statement therefor. A **FINANCE CHARGE** in the amount of two percent (2.0%) per month (which is an ANNUAL PERCENTAGE RATE of 24%) shall be assessed on any balance remaining unpaid more than thirty (30) days after the date of the statement or invoice therefor. The **FINANCE CHARGE** on your account is determined by applying the periodic rate (2% per month) to the "Average Daily Balance" of your account. The "Average Daily Balance" is determined by taking the balance of your account each day and subtracting any payments or credits and any unpaid finance charges. We do not add in any new purchases. This will give us the daily balance. We then add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance". All payments shall be made to Dixie at the address set forth in Paragraph 1 above, unless Dixie notifies the applicant in writing to send the payment to a different address. (b) Late Payment Fee: Your payment will be past due if it is not received by Dixie on or before the payment due date shown on each monthly statement. A monthly fee of \$25.00 will be charged to your account, if the balance due on your monthly statement is not received by Dixie within seven (7) days after the payment due date. In addition, Dixie shall charge a handling charge of \$35.00 per check on any customer checks returned for any reason. (c) Collection Costs: If Dixie refers Applicant's account for collection or otherwise undertakes efforts to collect its account, Applicant agrees to pay all attorney's fees, court costs and other expenses reasonably incurred in connection with such collection efforts. The undersigned hereby waives the benefit of his or her Homestead Exemption as to any obligation incurred to Dixie.
- Rights Retained by Dixie:** Dixie retains ownership of any and all cards or other devices which may be issued to Applicant for use in accessing its credit account. Dixie also reserves the right to revoke or terminate any credit account or arrangement offered to Applicant and to alter or amend the terms or conditions on which any such credit may be extended. Dixie may establish credit limits with respect to any credit account and may change any such credit limit at any time without prior notice. Dixie will notify Applicant in writing of any change in the terms or conditions applicable to its account.
- Business Purpose:** Applicant covenants and agrees that all amounts charged to its account will be solely for business or commercial purposes and shall not be for personal, household, or family purposes.
- Delay in Enforcement/Waivers:** Dixie may delay or waive enforcement of any of the provisions of this agreement, including Applicant's agreement to make timely payments, without losing its right to enforce the same provision later or to enforce any other provision of this agreement. Applicant waives the right to receive notice of any waiver or delay or presentment, demand, protest, or dishonor and waives any applicable statute of limitations and all statutory exemption to the full extent permitted by law.
- Change of Name or Address:** Applicant agrees to notify Dixie immediately in writing of any changes in its name, address or status of its business.
- Applicable Law:** The terms and enforcement of this agreement shall be governed by the law of the Commonwealth of Virginia and Applicant agrees to submit to the personal jurisdiction of the state and federal courts in Virginia with respect to any legal actions or proceedings relating to any credit extended to it by Dixie. This agreement and all other agreements made or entered into with respect to any credit offered or extended to Applicant by Dixie shall be deemed made and entered into at Dixie's corporate offices in Verona, Virginia.
- Additional Rules and Regulations:** Dixie may from time to time issue additional rules or regulations which may be applicable to all, or to any one or more specific types of credit accounts established by Applicant, which rules and regulations may add to, modify or otherwise vary the terms and conditions set forth herein and which, upon issuance by Dixie and delivery of a copy thereof to Applicant, shall be deemed incorporated into these terms and conditions for the purposes of such credit accounts. Applicant represents and warrants that all information set forth herein and all other information provided by Applicant in connection with this Credit Application is true and correct. Applicant understands that Dixie will rely upon such information in making its determination of whether or not to extend credit to Applicant. Applicant understands that Dixie will retain this Application, whether or not it is approved. Dixie is authorized to check Applicant's references and credit history and to answer questions posed to it by others about Applicant's credit experience with Dixie.

Each person signing this application on behalf of Applicant, personally represents and warrants that he/she has full authority to do so.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed: \_\_\_\_\_

Print Name and Title (if applicable)

Signed: \_\_\_\_\_

**Guaranty**

Print Name and Title (if applicable)

In order to induce Dixie to extend credit to Applicant, the undersigned (jointly and severally if more than one) hereby irrevocably and unconditionally guarantees payment to Dixie any and all sums now or hereafter owed by Applicant. The undersigned waives presentment, demand and all notices otherwise required with respect to any sums owed to Dixie by Applicant and waives the Homestead and other exemptions available to it under applicable law. The undersigned agrees to pay any costs and expenses, including reasonable attorneys' fees, incurred by Dixie in connection with the enforcement of the Guaranty and agrees that th Guaranty shall be governed by the laws of the Commonwealth of Virginia, and agrees to submit to the jurisdiction of the state and federal courts in Virginia in any action brought to enforce the Guaranty.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_