

BUSINESS/COMMERCIAL CREDIT APPLICATION

APPLICANT INFORMATION

Full Business Name: _____

Legal Status of Business Sole Proprietorship Partnership LLC Corporation
 Other _____ EIN/SSN _____

If other than a sole proprietorship, is the business in good standing or in full force and effect?
 Yes No

Business' Address: _____

Telephone: _____ Fax _____ Email _____

Years in Existence _____ No. of Employees _____

Annual Gross Earnings \$ _____ Annual Expenditures \$ _____
Annual Profit \$ _____

Nature/Type of Business: _____

BANKING INFORMATION

Name: _____ Amount on Deposit _____

Account Types _____ No. of Accounts _____

Name: _____ Amount on Deposit _____

Account Types _____ No. of Accounts _____

Name: _____ Amount on Deposit _____

Account Types _____ No. of Accounts _____

VALUE OF PROPERTY OWNED BY BUSINESS

Personal Property (Equipment, Vehicles, Machinery, Office Equipment) \$ _____
Location of Property _____

Real (Land, House Buildings) \$ _____
Location of Property _____

BUSINESS DEBT

Total Business Debt \$ _____ No. of Creditors _____

OWNERS, MEMBERS, PARTNERS OF BUSINESS

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

PURPOSE OF CREDIT

Parts Pacific Pride Fuel Service Environmental Other

Approved By: _____ Amount \$ _____

BUSINESS REFERENCES

Name _____

Address _____

Telephone No. _____

Name _____

Address _____

Telephone No. _____

Name _____

Address _____

Telephone No. _____

THE OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDITWORTHY CUSTOMERS, AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW.

The information contained in this application is true and complete and provided to The Glockner Chevrolet Co. and Glockner Oil Co., Inc. (hereinafter jointly referred to as "Glockner") for the purposes of obtaining credit. Glockner is authorized to verify any of the information and any of the references included in this application may release credit information to Glockner. Glockner is authorized to obtain a credit report to be used in connection with this application and to obtain and exchange credit information from and with other creditor grantors and credit reporting agencies. Glockner is authorized to retain all information and reports for its files. By signing below it is acknowledged and agreed that this credit accommodation is for business or commercial purposes and will not be used primarily for personal, family or household purposes. In addition, by signing below, applicant agrees that the General Terms and Conditions for Product Sales & Credit of Glockner Oil Co., Inc. (page two) apply to all sales of products made to applicant.

Applicant Signature _____

Printed Name _____

Title _____

Date _____

**GENERAL TERMS AND CONDITIONS FOR
PRODUCT SALES & CREDIT**

1. **Definitions.** “Buyer” shall mean shall mean the person or entity that has applied for a credit arrangement between itself and The Glockner Chevrolet Co., and Glockner Oil Co., Inc. “Parties” shall mean Buyer and The Glockner Chevrolet Co. and Glockner Oil Co., Inc. “Seller” shall mean and The Glockner Chevrolet Co. and Glockner Oil Co., Inc.
2. **Composition of Agreement Between the Parties.** Products, quantity, terms of price and delivery shall be set out in Sellers invoices to Buyer, which are incorporated herein by reference. The invoices, together with these General Terms and Conditions for Product Sales & Credit shall constitute the entire agreement between the parties.
3. **Payment and Credit Terms.** Payment and credit shall be made without discount, deduction, withholding, set-off or counterclaim in United States dollars, in accordance with the payment terms set by Seller’s invoice to Buyer, of immediately available funds on or before the payment due date. Payment shall be made to Glockner Oil Co., Inc. , P.O. Box 1308, Portsmouth, OH 45662.

Interest shall be charged on any past-due balance at the rate of 18% per annum, until paid. In the event of Buyer’s default of this agreement, interest shall accrue on the unpaid balance and interest at the rate of 18% per annum.

4. **Warranty.** Seller makes no warranty, express or implied, including without limitation, any warranty of merchantability or of fitness for a particular purpose of any products sold to Buyer. In furtherance of this, Seller disclaims any such warranties.
5. **Financial Responsibility.** In the event Buyer’s payments shall be in arrears, or if the financial responsibility of Buyer or any guarantor becomes unsatisfactory or impaired in the sole opinion and discretion of Seller, advance cash payment or satisfactory security shall be given by Buyer upon demand, and delivery may be withheld until such payment or security is received. If such payment or security is not received within two (2) days from written demand therefor, Seller may immediately terminate this agreement. Buyer grants to Seller the right to set off and to apply any money, accounts payable or any product balance owed by Seller to the Buyer or any collateral of every description held by Seller to secure any indebtedness or obligation owed by Buyer to Seller against any unpaid money or accounts receivable owed to Seller by Buyer.

Seller may periodically require additional financial information from Buyer or any Guarantor(s) to continue its extension of credit.

6. **Notices.** All notices required hereunder may be sent by facsimile, electronic means, registered mail, overnight courier or hand delivered.

Notice shall be deemed given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent electronically or by facsimile shall be deemed to have been received upon the sending party’s receipt of confirmation of a successful transmission; if the day on which such electronic or facsimile Notice is received is not a business day or is after five p.m. on a business day, then such Notice shall be deemed to have been received on the next following business day. Notice by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party.
7. **Limitation of Liability.** In no event shall either party be liable to the other for incidental, indirect, exemplary, punitive, special or consequential damages. Seller’s liability with respect to the agreement or any action in connection herewith whether in contract, tort or otherwise shall not exceed the price of the product sold hereunder or the price of that portion of such product on which liability is asserted. All claims against seller relating to or arising out of product quantity or quality hereunder must be asserted within one year after delivery of the product to Buyer, otherwise Buyer releases Seller from any such claim.

8. **Default.** Seller may declare Buyer to be in default of this agreement upon the following occurrences:
 - 8.1. Buyer fails to pay, when due, any payment required under this agreement, if such failure is not remedied within five (5) calendar days after written notice thereof;
 - 8.2. Buyer fails to comply with any other term or condition of this Agreement within five (5) calendar days after written notice thereof.

Nothing set forth herein shall limit Seller in its enforcement of any legal or equitable remedy which it might otherwise have. A waiver of any particular cause for a declaration of breach or a termination of this Agreement shall not be deemed a waiver of the same cause occurring at any other time, or of any other cause. No particular notice or formality for a declaration of breach is required. Such a declaration may be made at the first instance by filing an action in a court of law.

9. **Remedies After Breach.** In the event of any breach of this Agreement by Buyer, Seller may terminate this Agreement and proceed to collect on any amounts due Seller, including bringing a civil action to reduce the amounts to judgment.
10. **Assignment.** Buyer may not assign this Agreement to any party, unless such assignment is approved by Seller and written consent is given by Seller to Buyer.
11. **Modification of Agreement.** Any modification of this Agreement shall be by written instrument.
12. **Termination of Agreement.** Either Buyer or Seller may terminate this agreement by providing written notice of termination. However, the terms of this agreement shall apply and survive termination as to any balance owed until paid in full.
13. **Choice of Law and Forum.** The parties agree that any dispute arising under this Agreement shall be determined in a court of competent jurisdiction located in Scioto County, Ohio. The parties irrevocably consent to the jurisdiction and venue of the courts of Scioto County, Ohio. The parties also waive any issues of personal jurisdiction or venue for purposes of carrying out this provision. In addition, the parties waive the right to trial by jury.

PERSONAL GUARANTY OF BUSINESS OBLIGATIONS

As referred to in this document "Company" shall refer to The Glockner Chevrolet Co. and Glockner Oil Co., Inc.

As referred to in this document "Borrower" shall refer to: _____

As referred to in this document "Guarantor(s)" shall refer to the following in his/her their individual and personal capacity(ies):

As referred to in this document, financial accommodations shall include, but not be limited to, the extension of credit, loans, extensions and modifications of loans, open accounts, leases, instruments, securities, and all other indebtedness or obligations to Company.

This guaranty is made by Guarantor(s), for valuable consideration received, receipt of which is hereby acknowledged, and to induce Company, at its option, to extend financial accommodations to or for the accounts of Borrower. This guaranty imposes personal, individual liability and responsibility for the Borrower's obligations upon the Guarantor(s), and shall be binding upon the heirs, administrators and executors of Guarantor(s). This guaranty shall not be affected by Guarantor(s) disability or incompetence.

Guarantor(s) absolutely and unconditionally guarantee payment and performance of each and every obligation in any credit arrangement between Borrower and Company. Guarantors shall promptly perform and observe every agreement and condition in any credit arrangement and will promptly pay amounts due to Company, when payment is demanded. Guarantor's obligation shall be unaffected by any action or lack of action on Company's part in connection with the perfection, enforcement or disposition of any of the obligations or security therefore. Company shall not be required to pursue or exhaust any of its rights or remedies against Borrower or any other guarantor prior to demanding payment from Guarantor.

This shall be a continuing guaranty for all financial accommodations heretofore or hereafter made by Company to Borrower. Guarantors waive notice of the acceptance of this guaranty, demand of payment and notice of default by Borrower. Guarantors further waive any notice of nonpayment and notice of protest of the obligations, debts and liabilities, or any of them, of Borrower to Company. Guarantors further waive any other notice required or customarily given under like circumstances.

Guarantor(s) further agree that any and all disputes arising under this instrument and any action brought by Company to enforce the guaranty, including the collection of amounts due, shall be determined in a court of competent jurisdiction located in Scioto County, Ohio. Guarantor(s) irrevocably consent to the jurisdiction and venue of the courts of Scioto County, Ohio, In furtherance of this, Guarantor(s) waive any issues of personal jurisdiction or venue for purposes of carrying out this provision. Guarantors further acknowledge that, as to any all disputes that may arise between Guarantors and Company, the commercial nature out which this obligation arises would make any such dispute unsuitable for trial by jury. Accordingly, the Guarantors waive any right to trial by jury as to any and all disputes that may arise relating to this Guaranty or to any other instruments or documents executed in connection herewith.

GUARANTOR(S) – In Individual, Personal Capacity

GUARANTORS – In Individual, Personal Capacity

Signature Date

Signature Date

Printed Name

Printed Name

Residential Address

Residential Address

Residential Address Line 2

Residential Address Line 2

Signature Date

Signature Date

Printed Name

Printed Name

Residential Address

Residential Address

Residential Address Line 2

Residential Address Line 2