

# R.D. WHITE & SONS, INC.

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

Interviewed By: \_\_\_\_\_

Please Print

## NEW ACCOUNT APPLICATION AND CREDIT AGREEMENT

FOR BUSINESS ACCOUNTS ONLY

Legal Name	Social Security Number	
Spouse	Social Security Number	
Mailing Address		
City	State	Zip
Tank Address		
City	State	Zip
Cell Phone	Home Telephone	

Business Name		
Mailing Address		
City	State	Zip
Tank Address		
City	State	Zip
Contact Person	Fed ID #	
Business Telephone	Cell Phone	Fax Number

### TRADE REFERENCES

1. \_\_\_\_\_  
 Company Name  
 City State Telephone

2. \_\_\_\_\_  
 Company Name  
 City State Telephone

### SERVICE NEEDED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will Call or Autofill (circle one)

### ACCOUNTS RECEIVABLE POLICY

- (1) All accounts are due and payable 30 days after delivery.
- (2) Any account that is not paid within 30 days of delivery is "past due" and cannot be worked on our delivery system.
- (3) Any account that becomes over "90 days past due" will become a "C.O.D." account and will no longer be eligible to make charges.

### CREDIT AGREEMENT

It is expressly understood and agreed by the undersigned that this information is being furnished in order to induce R.D. White & Sons, Inc., to extend credit, accommodations and other benefits.

THE UNDERSIGNED HEREBY AUTHORIZES R.D. WHITE & SONS, INC., ANY CREDIT BUREAU OR OTHER INVESTIGATIVE AGENCY EMPLOYED BY R.D. WHITE & SONS, INC. TO INVESTIGATE REFERENCES, STATEMENTS, OR OTHER PERSONS PERTAINING TO MY CREDIT AND FINANCIAL RESPONSIBILITY. IN THE EVENT APPLICANT'S ACCOUNT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE UNDERSIGNED WARRANTS, AGREES AND PROMISES TO PAY ANY ATTORNEY'S FEE OF FIFTEEN (15%) PERCENT OF THE OUTSTANDING BALANCE THEN DUE AND OWING AT THE TIME THE APPLICANT'S ACCOUNT IS RECEIVED BY THE ATTORNEY FOR LEGAL ACTION.

R.D. White & Sons, Inc.'s regular billing date is the 30th of the month. If your account is paid by the end of the next month following the purchase of merchandise, only the net amount of the statement will be payable. Otherwise A LATE CHARGE OR FINANCE CHARGE MAY BE MADE IN THE AMOUNT OF 1 1/2%, CALCULATED ON THE 30th DAY OF THE PREVIOUS MONTH (less payments and credits plus interest, plus charges to said balance) UNTIL PAYMENT IN FULL IS MADE. AN EXAMPLE OF THIS IS: January 31st, Balance - \$150.00 February 27th, Balance - \$152.25

February 27th, Interest -	2.25	March 31st, Interest -	2.28
	\$152.25		\$154.43

I understand and agree to the above terms:

\_\_\_\_\_  
 Authorized Signature Title Date

Please return to: R.D. White & Sons, Inc., P.O. Box 40, Shallotte, NC 28459

# Petroleum Equipment Utilization Lease

This lease or yearly rental charge for the aforesaid petroleum utilization equipment is \_\_\_\_\_ (\$ \_\_\_\_\_ )

to be paid by the Lessee to Lessor at the time of installation, and is not refundable in whole or in part.

This agreement shall automatically be renewed and extended on each anniversary date for an additional one year. The renewal rental charge shall be the minimum equipment utilization charge in effect at the time of the renewal as determined by the Lessor. The renewal rental charge is due and payable on the renewal date and is not refundable in whole or in part.

This agreement is made upon the express understanding that said petroleum utilization equipment is and shall continue to be the personal property of the Lessor, which Lessee acknowledges can be removed from premises where installed, and that the absolute title shall remain in the Lessor.

In the event of the institution of foreclosure proceedings upon any mortgage or lien, or upon the sale, transfer or other conveyance of the premises, Lessee expressly agrees that Lessor may retake possession of said petroleum utilization equipment without further notice or demand.

## Terms of Lease Agreement

The leased tank is sole property of R.D. White & Sons, Inc. The following situations would warrant immediate termination of lease and removal of leased equipment:

- 1) If the tank is illegally served by any company other than R.D. White & Sons, Inc., said tank will be removed without notice and legal proceedings will be initiated. If the tank is underground, customer involved will be required to purchase tank in restitution. If customer insists on removal of the tank, there will be a removal charge and R.D. White & Sons, Inc. will not be responsible for any damages incurred to existing landscaping, sewer, water or electrical lines.
- 2) Tank site has been deemed undeliverable or dangerous to our employees or occupants.
  - a. No access to tank
  - b. Unrestrained animals
  - c. Threatening behavior
  - d. Condemnation of residence by Health Department/Agriculture Department
- 3) Account is 90 days past due and no payment arrangement is on file.
- 4) We have not been furnished a correct mailing address and billing statements are returned from the Post Office for 2 billing cycles.
- 5) Rent is not paid within 30 days of billing (applies only to customers that have chosen our rent option).

## Guaranty

For value received and to induce R.D. WHITE & SONS, INC. to extend credit to the applicant(s) shown on the reverse side hereof, the customer (even if more than one) hereby warrants and unconditionally guarantees to R.D. WHITE & SONS, INC. the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of customer to R.D. WHITE & SONS, INC. including finance charges applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of applied for, or established credit line. Guarantor further agrees to pay all expenses, including expense of court costs and attorney's fees paid or incurred by R.D. WHITE & SONS, INC. in endeavoring to collect such indebtedness or any part thereof, up to but not in excess of the legal limits.

Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with customer including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and same shall in no way impair Guarantor's liability hereunder.

This guaranty shall remain in full force and effect until R.D. WHITE & SONS, INC. has received written notice of cancellation. Any such notice of cancellation if given, shall not affect the obligation of Guarantor to pay all sums then due by the customer and/or Guarantor.

I hereby certify that I have read the "CREDIT APPLICATION", "PETROLEUM EQUIPMENT UTILIZATION LEASE", "GUARANTY", "AUTHORIZATION" AND "TERMS" set forth in each sentence, paragraph and section of this document and understand that they are part of this agreement and that I am legally bound thereto.

**I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

WITNESS

DATE

APPLICANT, GUARANTOR, LESSEE

Information: