

**REQUIRED DOCUMENTS AND CHECK LIST:**

PLEASE NOTE: INCOMPLETE OR UNSIGNED APPLICATIONS WILL NOT BE PROCESSED

- CREDIT APPLICATION & AGREEMENT (SIGNED & DATED)
- ALL TAX-EXEMPT CERTIFICATES, LICENSES & W9
- 2 YEAR AUDITED FINANCIAL STATEMENTS



PO BOX 22030 / Salt Lake City, UT 84122 / Phone 801-763-6162

EMAIL CREDIT APPLICATION WITH DOCUMENTS TO:  
[Credit.Rhinehart@ParklandUSA.com](mailto:Credit.Rhinehart@ParklandUSA.com)

SALES REPRESENTATIVE

SALES REPRESENTATIVE PHONE

LEGAL ENTITY NAME

DATE OF APPLICATION

DUNS#

FEDERAL TAX ID#

DBA NAME

DATE OF APPLICATION

BILLING ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

WEBSITE

PARKLAND CONTACT

REQUESTED CREDIT LINE

**TYPE OF BUSINESS**     WHOLESALE     RETAIL     DISTRIBUTOR     MANUFACTURER

**LEGAL STATUS OF THE COMPANY**     OTHER     CORPORATION     PARTNERSHIP     SOLE PROPRIETORSHIP     LLC

YEARS IN BUSINESS UNDER CURRENT NAME

HAS NAME CHANGED IN LAST 5 YEARS?

YES

NO

IF YES, FURNISH PREVIOUS NAME AND ADDRESS

**OWNERSHIP INFORMATION**

PRINCIPALS/OFFICERS/OWNERS NAMES	TITLE	CITY OF RESIDENCE	% SHARED/OWNER

**CREDIT INFORMATION**

CREDIT CONTACT

PHONE

EMAIL

AUDITED FINANCIAL STATEMENT:     YES     NO

IF YES, PLEASE INCLUDE THE LAST TWO (2) FISCAL YEARS OF FINANCIAL STATEMENTS WITH THIS APPLICATION.  
 IF NO, ATTACH A LETTER OF ATTESTATION BY CHIEF FINANCIAL OFFICER.

DO YOU HAVE PARENT COMPANY:     YES     NO

IF YES, PLEASE PROVIDE THE BELOW PARENT COMPANY INFO.

IF YES, DOES PARENT COMPANY PROVIDE CREDIT SUPPORT ON BEHALF OF APPLICANT:     YES     NO  
 IF YES, A CORPORATE PARENT GUARANTY IS REQUIRED.

LEGAL NAME

ADDRESS

PARENT CREDIT CONTACT

PHONE

EMAIL

IN THE EVENT OF A NEED FOR PERSONAL CREDIT FOR APPROVAL, PLEASE PROVIDE THE FOLLOWING INFORMATION:

NAME

TITLE

SSN#

DRIVER LICENSE#

**BANK REFERENCE (POSSIBLY A FORM)**

BANK NAME

BANK CONTACT

PHONE

EMAIL

CHECKING     SAVINGS

ACCOUNT#

ADDRESS

CITY

STATE

ZIP

**SHIP TO LOCATIONS (IF YOU HAVE MORE LOCATIONS PLEASE ATTACH A LIST OF THEM AND THEIR ADDRESSES)**

SHIP TO ADDRESS

CITY

STATE

EMAIL

**AP CONTACT**

NAME <input type="text"/>	PHONE	EMAIL
PHONE <input type="text"/>	FAX	EMAIL FOR INVOICES
DUNS#		FEDERAL TAX ID#

**DTN INFO**

DTN ID	EMAIL FOR PRICE NOTICES	
PHONE <input type="text"/>	FAX	EMAIL FOR INVOICES

**TAX CONTACT**

NAME <input type="text"/>	PHONE	EMAIL	
BILLING ADDRESS	CITY	STATE	ZIP
PARKLAND CONTACT	REQUESTED CREDIT LINE		

**TAX INFORMATION**

IS YOUR BUSINESS TAX EXEMPT?  YES  NO EXEMPT #

IF YES, ATTACH COPIES OF TAX EXEMPTION CERTIFICATES

WHOLESALER/RESELLER, PLEASE ATTACH EACH OF YOUR STATE LICENSE NUMBERS. (THIS IS NOT YOUR TAX-EXEMPT NUMBER)

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to the extension of Credit by Rhinehart Oil Company, LLC and/or its affiliate (hereinafter called "Creditor") to \_\_\_\_\_ (hereinafter called "Debtor"), the undersigned corporate parent of Debtor (hereinafter called "Guarantor") hereby unconditionally and irrevocably guarantees to Creditor the full and prompt payment of any and all indebtedness of every kind and nature for which applicant may now be indebted or may later become indebted, whether by acceleration or otherwise, to Creditor however the indebtedness may be evidenced and in whatever form it may be and at whatever time it may be created, whether the indebtedness is evidenced by promissory note, signed invoices, open account or in any other manner or form whatsoever and whether applicant's liability be primary, secondary or contingent and whether the evidence of indebtedness is payable directly to Creditor or is subsequently endorsed and delivered to Creditor or is by Creditor in any other manner acquired. Guarantor expressly waives presentment, demand, protest, notice of extension of credit, and notice of dishonor on any and all forms of such indebtedness, and also expressly waives notice of acceptance of this guaranty, acceptance on Creditor's part being exclusively presumed but its request for this guaranty and delivery of the same to Creditor. The liability hereunder of Guarantor shall not be impaired, altered or otherwise affected by the taking of any other or additional security for, or guarantee of the indebtedness or any part thereof, or by any neglect, failure or omission to hold, protect or rely or realize upon any such other or additional security or guarantee, or by any renewal, extension, modification, compounding, compromise or discharge of the indebtedness or any part thereof. This guaranty is intended to be performed in The State of Utah and is governed by the laws of The State of Utah. Guarantor agrees that any and all suits regarding this guaranty may be instituted and maintained only in any court of competent jurisdiction in The State of Utah and guarantor unconditionally consents to the jurisdiction of such courts. In the event Creditor institutes collection proceedings on this guaranty, Guarantor agrees to pay all costs of such proceedings including but not limited to attorney's fees, court costs and fees for collection. This guaranty shall remain in full force and effect until (i) all of the obligations and legal expenses incurred by Creditor pursuant to enforcing this guaranty have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by Creditor upon the insolvency, bankruptcy or reorganization of either Debtor or the Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made. Creditor, without notice of any kind, may sell, assign or transfer any of the indebtedness to a third party, and in such event, each successive assignee, transferee or holder of any of the indebtedness shall have the right to enforce this guaranty for the benefit of such assignee, transferee or holder. This guaranty shall be binding on the heirs, legal representatives, successors, and assigns, of the undersigned and shall inure to the benefit of Creditor its successors and assigns. Should the undersign make any payment or performance, all rights of subrogation against the Debtor are expressly waived to the fullest extent provided by law.

**BUSINESS NAME**

**AUTHORIZATION SIGNATURE**

**PRINTED NAME**

**TITLE**

**DATE**

## ELECTRONIC FUNDS TRANSFER AUTHORIZATION

\*THIS IS REQUIRED IF WE ARE PROVIDING TRANSPORT LOADS.

### BANK INFORMATION

BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
OFFICER \_\_\_\_\_ OFFICER'S PHONE \_\_\_\_\_ OFFICER'S EMAIL \_\_\_\_\_

### CUSTOMER INFORMATION

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
BANK ACCOUNT NO \_\_\_\_\_ BANK TRANSIT/ABA NO \_\_\_\_\_  
DBA AND/OR CONTACT NAME \_\_\_\_\_ EFT EFFECTIVE START DATE \_\_\_\_\_

\_\_\_\_\_, ("Customer"), hereby authorizes Rhinehart Oil Company, LLC to originate an Automated Clearing House Electronic Fund Transfer, ("EFT"), credit/debit entry to Customer's demand deposit account identified above; and hereby authorizes the Depository Institution named above, hereafter called Bank, to accept and to credit or debit the amount of such entries to Customer's demand deposit account.

PRINTED NAME \_\_\_\_\_ TITLE (IF APPLICABLE) \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

This authority will remain in full force until Rhinehart Oil Company, LLC has received written notification from the company of its termination in such time and manner as to afford Rhinehart Oil Company, LLC a reasonable opportunity to act on it.

**ATTACH A COPY OF A VOIDED CHECK, DEPOSIT SLIP, OR BANK LETTER FROM THE APPLICABLE ACCOUNT.**

## CREDIT APPLICATION TERMS & CONDITIONS

Thank you for your interest in business with Rhinehart Oil Company, LLC (herein referred to as "Company").

In consideration of the Company extending credit to the undersigned applicant (herein referred to as "Applicant") on open accounts for goods purchased from the Company, Applicant hereby understands and agrees to the following terms and conditions. Notwithstanding, Company reserves the right, at its sole discretion, at any time, for any reason, to decline credit to Applicant or change or revoke Applicant's credit status or terminate this credit agreement.

1) Payment for all amounts or claims arising from invoices must be made within (number of days) \_\_\_\_\_ calendar days after the lift or delivery date. Any amount or portion of an amount not paid by its due date will be considered past due and subject to a finance charge. The finance charge will be computed by multiplying any unpaid balance times a monthly rate of 1.5% which is an annual percentage of eighteen percent (18%). In the event the above rate is more than the rate allowed by law, then the finance charge shall be computed at the highest legal rate allowed by the State of Utah, not to exceed eighteen percent (18%) per annum.

If required by Company, the owners of Applicant shall sign the guaranty attached, personally guaranteeing the obligations of Applicant accruing hereunder.

2) If any check delivered by Applicant to Company is returned unpaid for any reason, Applicant agrees to pay Company a fee of (EFT amount) \$ \_\_\_\_\_ in addition to all other amounts owed under this agreement or authorized pursuant to statute. Returned Electronic Funds Transfer ("EFT") amounts shall be assessed a fee of or (percent) % \_\_\_\_\_ of the returned amount, whichever is higher. Company reserves the right to suspend deliveries in the event Applicant fails to make any payment when due or exceeds any extended credit limit.

COLLECTION AND ATTORNEY FEES. Applicant agrees to pay all costs, including but not limited to reasonable attorney's fees, court costs, and costs of collection whether or not a suit has been filed, for any matter referred to an attorney or collection agency. Company's delay or failure to proceed with collection efforts upon delinquency of Debtor's account shall not be construed as a waiver of the Company's right to do so, nor shall said failure or delay be a waiver of Company's right to demand strict compliance with the terms of this agreement with respect to payment of the delinquent account or amounts due on future extension of credit.

As security for all amounts owed by Applicant to Company, Applicant grants Company a security interest in all inventory consisting of goods and products sold by Company to Applicant, and the receivables, accounts, general intangibles, equipment, and proceeds thereof. The Company, at its election, may file a financing statement without further notice to Applicant. In the event of a default with the respect to any obligations of the undersigned Applicant, Company shall have the right to take immediate and exclusive possession of any of the foregoing, with or without judicial process or notice to the Applicant to the fullest extent allowed by applicable law.

VENUE AND CHOICE OF LAW. Applicant agrees that this agreement shall be governed by and construed in accordance with the laws of The State of Utah without regard to its choice of law provisions, with venue and jurisdiction in Salt Lake County, Utah.

CHANGE OF OWNERSHIP. Applicant agrees that it must notify Company in writing and by certified mail on any change in ownership, the name of the business or structure of the business under which credit is established and that all amounts due Company shall become immediately payable regardless of the due date on any invoice in the event of a change in ownership.

Applicant hereby warrants that I/we have the authority to authorize, and hereby do authorize, an investigation of credit of the business and each principal in the business by Company. Applicant acknowledges and agrees that Company may utilize outside credit reporting services to obtain information on Applicant. Applicant understands that the credit history obtained in, and in connection with, this application will be used in determining the business' eligibility for credit approval by Company, its successors and assigns. If approved, Company, its successors and assigns, may obtain credit information about the business and each principal in the business on an ongoing basis for any one or more of the following reasons: (1) reviewing the account; (2) taking collection action on the account; or (3) any other legitimate purpose associated with this account.

Applicant certifies that the information set forth herein is true and complete and is given with the intent that it be relied upon by Company in selling goods or products and/or extending credit to the below named applicant. Applicant has no known obligations, direct or contingent, which have not been set forth herein, and Applicant has not knowingly withheld any material information of an adverse nature. Company is authorized to obtain such information as is necessary concerning the statements made in this credit application.

Terms and conditions not otherwise specifically provided herein or in any written agreement between Company and Applicant shall be in accordance with STASCO 10) 2010 General Terms and Conditions for Sales and Purchases of Products (the "GENERAL TERMS AND CONDITIONS").

**BUSINESS ENTITY NAME**

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**AUTHORIZATION SIGNATURE**

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**DATE**

---

**PRINTED NAME**

---

**TITLE (IF APPLICABLE)**

---

**SPOUSE'S SIGNATURE (IF REQUIRED)**

---

**DATE**

---

**PRINTED NAME**

---

**TITLE (IF APPLICABLE)**

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## PERSONAL GUARANTY

I/We \_\_\_\_\_, residing at \_\_\_\_\_ ("Guarantor(s)") in exchange for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to the extension of credit by Rhinehart Oil Company, LLC and/or its affiliates (the "Company") to \_\_\_\_\_ ("Applicant") under the credit application and agreement dated \_\_\_\_/\_\_\_\_/\_\_\_\_ (the "Agreement"), \_\_\_\_\_, individually, jointly, and severally hereby unconditionally and irrevocably and personally guaranty(ies) the full and prompt payment of any and all indebtedness of every kind and nature for which Applicant may now be indebted or may later become indebted, whether by acceleration or otherwise, and the full performance of the Applicant's obligations under the Agreement, and expressly waives presentment, demand, protest, notice of extension of credit, and notice of dishonor on any and all forms of such indebtedness, and also expressly waives notice of acceptance of this guaranty, acceptance on Company's part being exclusively presumed but its request for this guaranty and delivery of the same to Company. The liability hereunder of Guarantor(s) shall not be impaired, altered or otherwise affected by the taking of any other or additional security for, or guarantee of the indebtedness or any part thereof, or by any neglect, failure or omission to hold, protect or rely or realize upon any such other or additional security or guarantee, or by any renewal, extension, modification, compounding, compromise or discharge of the indebtedness or any part thereof. I/We understand that this is a guaranty of payment and not of collection and that Company is relying upon this guaranty in its extension of credit under the Agreement. This personal guaranty shall be governed by and construed in accordance with the laws of the State of Utah. In the event Company institutes collection proceedings on this guaranty, Guarantor(s) agrees to pay all costs of such proceedings including but not limited to attorney's fees, court costs and fees for collection. This guaranty shall remain in full force and effect until (i) all the obligations of Application under the Agreement have been paid; (ii) all of the obligations and legal expenses incurred by Company pursuant to enforcing this guaranty have been paid; and (iii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by Company upon the insolvency, bankruptcy or reorganization of either Applicant or the Guarantor(s) or otherwise, all as though such rescinded, avoided or voided payment had not been made. Company, without notice of any kind, may sell, assign or transfer any of the indebtedness to a third party, and in such event, each successive assignee, transferee or holder of any of the indebtedness shall have the right to enforce this guaranty for the benefit of such assignee, transferee or holder. This guaranty shall not be transferrable by Guarantor(s) without the express written consent of Company but shall be binding on the heirs, legal representatives, successors, and assigns, of the undersigned and shall inure to the benefit of Company its successors and assigns. Should the undersign make any payment or performance, all rights of subrogation against the Applicant are expressly waived to the fullest extent provided by law.

This personal guaranty is entered into effective \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

PRINTED NAME

TITLE (IF APPLICABLE)

AUTHORIZATION SIGNATURE

DATE