



# APPLICATION FOR COMMERCIAL CREDIT & AGREEMENT

CORPORATE • 6625 Mall Dr. Cedar Hill, MO 63016

PH: (660) 553-3347

[www.EVOSupplyGroup.com](http://www.EVOSupplyGroup.com)



Type of Account:  Commercial Fuel Cards  Lubricants  Wholesale  Rack  Delivered Fuels

Sales Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## BUSINESS DATA

Date: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
street city state zip

Mailing Address: \_\_\_\_\_  
street city state zip

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Organization:  Sole Proprietorship  Partnership  Corporation

Line of Business: \_\_\_\_\_ # of Employees: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Has the firm or any of the owners ever filed for bankruptcy protection? \_\_\_\_\_ If yes, when? \_\_\_\_\_

## TAX INFORMATION

( ) Tax Exempt (attach copy of Fuel Tax Exemption Certificate) IF CERTIFICATE IS NOT PROVIDED, TAX WILL BE ADDED TO INVOICES IF APPLICABLE

## OWNERSHIP INFORMATION *List Owner(s) Partner(s) Shareholders Names (Attach additional sheet if necessary)*

Owner 1: \_\_\_\_\_ Email: \_\_\_\_\_ SSN #: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
street city state zip

Phone: \_\_\_\_\_ Driver's Lic. #: \_\_\_\_\_ State: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Owner 2: \_\_\_\_\_ Email: \_\_\_\_\_ SSN #: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
street city state zip

Phone: \_\_\_\_\_ Driver's Lic. #: \_\_\_\_\_ State: \_\_\_\_\_ Birth Date: \_\_\_\_\_

## BANK REFERENCE *Additional financial information may be required*

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Checking Acct. #: \_\_\_\_\_ Savings Acct. #: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

## MAJOR TRADE REFERENCES *Excluding Credit Cards*

Current Fuel Supplier: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## ACCOUNT SET-UP DETAILS

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Monthly credit line requested: \$ \_\_\_\_\_ or anticipated monthly use in gallons: \_\_\_\_\_

## AGREEMENT TO PAY CHARGES

In consideration of opening a Delivered Fuels, Mobile Fueling, Lubricant, Cardlock account ("Account") and/or receiving any fuel cards ("Access Card(s)"), the undersigned ("Customer") agrees to the following terms and conditions of credit in all credit transactions with EVO Supply Group ("EVO") or SSM LLC ("SSM"), whose principal place of business is located at 6625 Mall Dr. Cedar Hill, MO 63016 ("Cedar Hill Office"), unless otherwise agreed to in writing by authorized EVO/SSM officers.

All debts and other obligations of any kind by Customer to EVO/SSM, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by EVO/SSM should Customer wish to limit or terminate the Account. Customer's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice.

Customer represents, warrants and acknowledges that credit extended by EVO/SSM will be for business purposes and not for personal, consumer or household purposes. By using the Access Cards, Customer hereby accepts the obligation and responsibility for full and timely payment for all fuel registered through the Commercial Fueling systems account number(s) assigned to Customer by EVO/SSM. Customer agrees that any liability arising from the use, misuse (including the failure to clear the fueling pump should the wrong fueling pump be activated), unauthorized use, loss or theft of any one or more of the Access Cards shall be fully borne, assumed and paid by Customer until Customer notifies EVO/SSM in writing to disable the Access Cards.

Customer acknowledges that Security Profiles for fuel card usage restrictions, where applicable, including but not limited to product types, hours of the day, days of the week, number of gallons, number of transactions, and dollar limits have been explained in detail. Customer understands that Security Profiles require communication by the host and national carriers and are therefore not available at all times or at all sites through no fault of EVO/SSM. Customer understands that fuel prices displayed on any pump at the time of fueling may not reflect the pre-negotiated fuel price.

Customer and Guarantors will indemnify, defend and hold EVO/SSM, its officers, directors and shareholders, landlords, tenants and agents harmless from any liability, claims and costs, including but not limited to those for bodily injury or property damage that may be caused in whole or in part by Customer's direct or third-party use of EVO/SSM fueling locations or the use of the Access Cards by the Customer. Customer certifies that its employees and/or agents using the Access Card issued in the name of the Customer will be trained to comply with proper safety regulations to ensure safe operation at all fueling locations.

Customer agrees to review all invoices provided by EVO/SSM, and to notify EVO/SSM no later than 15 calendar days after the date of each invoice of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each invoice and the transactions therein shall be binding on Customer and due on the date shown on the invoice. Customer further agrees that Flyers/Quick Fuel may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days due at the end of each month; a handling charge of \$25 for each returned check, EFT or credit card charge; and all collection costs and legal fees, which Customer shall pay to EVO/SSM Cedar Hill Office, Missouri. Cedar Hill Office may terminate or suspend Customer's account for late payment or insufficient funds available for electronic funds transfer upon written notice to Customer.

Customer authorizes the references listed on Customer's credit application to release to EVO/SSM information related to Customer's accounts with said references. Customer and Guarantor authorize EVO/SSM to secure information regarding Customer's or Guarantor's credit history from any commercial or consumer reporting agency or trade organization and authorize the release by EVO/SSM of information regarding Customer's account with EVO/SSM to such agencies.

Customer acknowledges that delivery of product to Customer's facilities or trucks may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. EVO/SSM will not be responsible for any claims or damages whatsoever for failure(s) to deliver at certain times.

All applications are processed, payments received and posted, and records maintained at EVO/SSM Cedar Hill Office. Therefore, Customer(s) and Guarantor(s) acknowledge this agreement for all purposes is made and entered into, and performance to make payment is in Cedar Hill, Missouri. This agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the State of Missouri. Any lawsuit filed by any party to this Agreement arising from or related to this Agreement shall be held in the superior court of the County of Jefferson, Missouri. All parties hereby submit to the jurisdiction of the County of Jefferson, Missouri.

By application for credit and by personal guarantee, I/we accept the terms and conditions as stated herein whether or not this document is executed.

\* **CUSTOMER'S SIGNATURE**

PLEASE PRINT NAME AND TITLE

\* **CUSTOMER'S SIGNATURE**

PLEASE PRINT NAME AND TITLE

## CONTINUING PERSONAL GUARANTEE *Signing the P.G. may increase your chances of approval*

Person(s) signing Personal Guarantee: The undersigned, jointly with Customer and severally, unconditionally guarantees to EVO/SSM I punctual payment performance, and discharge of all debts, obligations and liabilities of Customer as may now exist in favor of EVO/SSM and as may hereafter arise in favor of EVO/SSM, and agrees to be bound by all the terms and conditions described in this Credit Agreement. Any payment by Guarantor must be made to EVO/SSM at EVO/SSM's Cedar Hill Office, Missouri. A separate action or actions may be brought and prosecuted against the undersigned whether action is brought against the Customer or whether the Customer is joined in any such action or actions. Guarantor waives the benefit of written notice separate from Customer and waives any statute of limitations affecting their liability hereunder or the enforcement thereof by EVO/SSM.

This is a continuing guarantee and shall remain in full force and effect until such time as written notice of revocation is received by EVO/SSM at its Cedar Hill Office. Any such revocation shall apply only from the date of receipt and not to any charges or claims prior to such date. A revocation of guarantee may be considered by EVO/SSM to be a default by Customer of any Franchise and Sale Agreement between the parties, and/or this Credit Agreement, providing for all remedies set forth therein, including, but not limited to, termination of Customer's Credit Account and immediate demand for total balance due.

\* **GUARANTOR'S SIGNATURE**

PRINT NAME ONLY (NO TITLES OR COMPANY INFO)

DATE

\* **GUARANTOR'S SIGNATURE**

PRINT NAME ONLY (NO TITLES OR COMPANY INFO)

DATE

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT *Signing up for EFT may increase your chances of approval*

Customer designated below, agrees that payment for all debt incurred to EVO Supply Group ("EVO") or SSM, LLC ("SSM") will be withdrawn from Customer's designated bank account number on each invoice due date. EFT notifications will be sent to you by fax or email three business days prior to drafting funds from Customer's bank account. We hereby authorize Flyers to initiate debit entries to my (our) account indicated below from the depository named below (hereinafter called "Depository").

DEPOSITORY Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Bank Account #: \_\_\_\_\_ ABA #: \_\_\_\_\_

This EFT agreement is to remain in full force and effect until the EVO/SSM and Depository have received written notification from me (us) in such time and manner as to afford EVO/SSM and Depository a reasonable opportunity to act on the notification. This agreement allows EVO/SSM to charge debits to this account at frequent intervals for varying amounts.

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Billing Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_ Invoice Options:  Email  Mail

\* **AUTHORIZED SIGNATURE**

PRINTED NAME

DATE

ATTACH VOIDED CHECK

REVISED 11/2018