



# CREDIT APPLICATION FORM

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

Full Legal Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 DBA Name \_\_\_\_\_: \_\_\_\_\_ Fax# \_\_\_\_\_  
 Principal Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Tax ID #: \_\_\_\_\_ Contact Person: \_\_\_\_\_ E-mail \_\_\_\_\_  
 Type of Business: \_\_\_\_\_  
 CORPORATION       PARTNERSHIP       SOLE PROPRIETORSHIP  
 Length of Time in Business: \_\_\_\_\_ Incorp. Date: \_\_\_\_\_ Incorp. State: \_\_\_\_\_

**OWNERS OR OFFICERS**

Name		Position	
Resident Address	City	State	Zip Code
Name		Position	
Resident Address	City	State	Zip Code

IF PARTNERSHIP LIST FOLLOWING FOR ALL PARTNERS

Name	Address	City	State	Social Security #
Name	Address	City	State	Social Security #

**TRADE REFERENCES**

Names	Address	Phone Number
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____

**BANK REFERENCES**

Bank Name	Address	Phone	Contact
Type of Account (s): ( ) CHECKING# _____ ( ) SAVINGS# _____ ( ) LOAN# _____			

The above information is for the purpose of obtaining credit and I/we certify the information is true and correct. I/we authorize Urbietta Oil, Inc to verify credit history, bank accounts and trade accounts. All goods invoiced to applicant will be paid in accordance with sellers' terms and conditions. Applicant attests to its financial responsibility, ability and willingness to pay the invoices in accordance with Urbietta Oil, Inc terms and conditions. All past due balances shall be subject to a 1 1/2% finance charge fee per month. A 3% administrative fee will be added to invoices paid with a credit card

Any action to collect past due balances or to enforce any personal guarantee, shall be at Urbietta Oil, Inc's option, be filed in the Miami-Dade County Court or Circuit Court and under the laws of the State of Florida. Urbietta Oil, Inc shall be entitled to reasonable attorney's fees, and costs of collection including maximum interest allowed by law.

Officer/Owner \_\_\_\_\_ Officer/Owner \_\_\_\_\_  
 Name Print \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE  
(Credit Application)**

1. Quoted prices are subject to additional federal, state and/or local taxes, as well as delivery charges that are subject to change without notice.
2. Delivery dates are approximate and are dependent upon prompt receipt of all necessary information by seller. Seller shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of materials or part, or other causes beyond its reasonable control. Seller shall not be held liable for incidental or consequential damages arising from late delivery, or interruption to purchaser's business.
3. The parties hereto acknowledge and agree that the purchaser will pay the entire purchase price according to the terms as stated. In the event the purchaser defaults, the seller may charge and collect a finance charge fee of 1½% per month of the past due balance. The seller shall also be entitled to all costs of collection including court costs and attorney's fees in the event of the default of the Purchaser.
4. Urbietta Oil Inc. makes NO ADDITIONAL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED, other than those required by the laws of Florida.
5. The seller shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of goods or claims of customers of purchaser for service interruptions. Seller shall not be liable from the manufacture, resale, installation or use of any goods covered by or furnished under any invoice whether arising out of any contract negligence, strict tort, or under any warranty or otherwise. Notwithstanding the foregoing, should any court of competent jurisdiction determine that this disclaimer shall be ineffective in whole or in part, Purchaser acknowledges and agrees that any recovery shall nevertheless be limited to the price of the goods upon which such liability is founded.
6. It is expressly understood that the title to the goods shall not pass to the purchaser but shall remain vested in and be the property of the seller, or its assigns, until the purchase price, finance charges and all other sums due hereunder have been fully paid. Each and all of the conditions and stipulations of any invoice, including the time for making payments, shall be in and are of the essence hereof, and no agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by the holder hereof.
7. For the purpose of enforcing the seller's rights hereunder, the purchaser authorizes seller to enter on the premises, with or without notice, and remove the property, and hereby waives any action, or right of action, arising out of such entry and repossession.

**GUARANTY AGREEMENT**

In consideration of the request of the undersigned that Urbietta Oil, Inc ("Seller") extend credit to the credit applicant on the reverse side hereof, the undersigned individual (s) authorizes Seller to verify the personal accounts of the bank, credit bureaus and trade references. The undersigned individual hereby personally guarantees unconditionally to Seller hereof, its successors and assigns, the prompt payment of all amount in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise. In case of extension of time of payment in whole or in part, all of said sums shall be promptly paid when due according to such extensions or at maturity by acceleration or otherwise. The undersigned hereby consents that from time to time and without notice to the undersigned, payments of any sums may be extended in whole or in part by indulgence hereof, by note or otherwise all without release of liability on the part of the undersigned. The undersigned hereby waives presentment, demand, protest, and notice of nonpayment, and does hereby agree to all provisions of the application, including, but not limited to, agreement to pay all costs of collecting or securing or attempting to collect or secure amounts in default, including a reasonable attorney's fee and other costs of collection. The undersigned further agrees that each and every term, condition and provision of the application shall become part of this obligation as if fully set out herein, and shall be the obligations of the undersigned as if the application were executed by the undersigned as the primary and individual obligation of the undersigned.

It is agreed that the liability of each of the undersigned is several. In the event of the termination of this Guaranty as to any one or more of the undersigned, this agreement shall continue in full force and effect as to the remaining obligations. Undersigned agrees that Seller may enforce the terms of this agreement without first bringing suit against applicant or exhausting any other remedies which may have against applicant.

<i>Guarantor Signature</i>	<i>Home Address</i>
<i>Print Name</i>	<i>Social Security Number</i>
<i>Drivers License Number</i>	

**OFFICE USE ONLY**

Date: \_\_\_\_\_ Credit Limit \$: \_\_\_\_\_ Terms: \_\_\_\_\_

Approved  Disapproved

**Submit by Sales Department**
**Approved by Credit Department**

