



Credit Application

P.O Box 18463 Austin, TX 78760 | Ph (512) 444-1941 | Fax (512) 441-2855 | www.texconoil.com

Customer Info

Business/ Individual Name (dba if Applicable)			
Street Address	City	State	Zip Code
Billing/Mailing Address	City	State	Zip Code
Phone	Fax	Email	Years Established
Business Structure: Sole owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>			Primary Business Function
Federal ID # or SSN	Dyed Diesel *Permit Req <input type="checkbox"/> Yes <input type="checkbox"/> No	Sales Tax Exempt: *Permit Req <input type="checkbox"/> Yes <input type="checkbox"/> No	Dyed Diesel Permit #

Principal Information (required for all accounts)

Principal Name		Title	Social Security Number	
Street Address		City	State	Zip Code
Phone	Email		DOB	Home Rent <input type="checkbox"/> Own <input type="checkbox"/>
Principal Name		Title	Social Security Number	
Street Address		City	State	Zip Code
Phone	Email		DOB	Home Rent <input type="checkbox"/> Own <input type="checkbox"/>

Bank Reference (required for all credit accounts)

Bank Name	Account No.	Contact Name	Phone/ Email
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Trade References (required for all credit accounts)

Company Name	Contact Name	Phone	Email/ Fax
Company Name	Contact Name	Phone	Email/ Fax
Company Name	Contact Name	Phone	Email/ Fax
Company Name	Contact Name	Phone	Email/ Fax

Office Contacts

AP Contact Name	Phone	Fax	Email
Ops Contact Name	Phone	Fax	Email
Jobsite Contact	Phone	Fax	Email

Incomplete applications will not be processed. Please complete each section entirely. Faxed or emailed copies of this document will be considered original. Completed applications can be returned via fax: 512-441-2855 or Email: credit@texconoil.com



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Additional Credit Information

Name of Sales person you are working with?	Are PO's Required?
Have you ever conducted business with us previously?	If so, under what name(s)?
Have you, your company or any officer of your company ever been involved in bankruptcy or insolvency proceedings?	

Preferred Payment Method (please choose one)

E-Z Pay <input type="checkbox"/>	Credit Card on File <input type="checkbox"/>
Name on Account: _____	Name on Card: _____
Bank Name: _____	Card Number: _____
Account Number: _____	Expiration Date: _____
Bank Routing Number: _____	CVN Code (back of card): _____
Email for EFT Notice: _____	Email for Receipt: _____

** While "E-Z Pay" and "Credit Card on File" are our preferred payment methods, we do not base our credit decisions on the selection of these payment options. However, in select instances, it may be a stipulated requirement to setup a credit account.**

Terms & Conditions

I/We confirm that the information provided on this application is true and correct, and I/we understand that it is for the purpose of obtaining business credit from Tex-Con Oil Company ("Tex-Con"). I/We am/are authorized, in my/our capacity, to bind my/our firm accordingly. I/We agree to pay Tex-Con according to the following terms:

- Bobtail Deliveries and dock fuel/oil invoices are due 15 days from date of purchase.
- Retail and wholesale transport deliveries are due 10 days after delivery.
- By selecting the E-Z Pay option, I/we authorize(s) Tex-Con to draft EFT payments from our designated bank account for any and all transactions, and I/we will be subject to the Electronic Funds Transfers Agreement & Disclosure (page 3).
- By selecting the Credit Card on File option, I/we authorize(s) Tex-Con to charge our designated credit card for any and all transactions.
- At the discretion of Tex-Con, any account that becomes past due may be placed on a "Hold" status, and/or the terms may be changed to "COD" until the account is paid to current.
- Should I/we default on any obligation to Tex-Con, I/we agree(s) to pay, in addition to the principal balance, the following: late fees (finance charges) accrued at the rate of 1.5% of past due balance, reasonable attorney fees, court fees, collection agency fees, interest, and any and all other costs incurred by Tex-Con to pursue the delinquent obligation. Payments are applied to interest first, then the principal balance.

By signing below, the undersigned individual(s) is/are providing written authorization for the review of his/her personal credit report(s), and credit/bank references in relation to the procurement of a commercial line of credit.

Principal Name _____ Signature _____ Date _____

Principal Name _____ Signature _____ Date _____

Personal Guarantee

In consideration of credit being extended to the above-named firm/ individual, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute, complete, and continuing one, and no notice of the indebtedness of any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged, extended, and/or renewed without notice to me. Within 5 days from the date of notice that the account is past due, I will pay the amount due at the above address, Travis County, Texas.

Principal Name _____ Signature _____ Date _____

Principal Name _____ Signature _____ Date _____

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Electronic Funds Transfers Agreement and Disclosure

This Electronic Funds Transfer (“EFT”) Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT or E-Z Pay) services offered to you by Hays City Corporation dba Tex-Con Oil Company (“Tex-Con”). In this Agreement, the words “you,” “your,” “yours,” “we,” “my,” “our,” and “I,” mean those who sign the application as applicants. Electronic fund transfers (“EFT”) are electronically initiated transfers of money from your designated bank account through the EFT services. By selecting the E-Z pay method and signing the credit application, each of you jointly and independently, agree to the terms and conditions in this Agreement and any amendments to the EFT services offered. We understand the EFT transaction date will be **due date of the invoice** for bulk deliveries and all other products as outlined on the credit application. I (we) understand the EFT transaction dates will be the 10th and the 25th of the month for all fuel access (CFN/Fuelman) Fleetwide card transactions.

- FEES AND CHARGES** – Our E-Z Pay (EFT) option is a free and automated service but could include fees for the following instances. If an authorized EFT payment is returned, you will be responsible for the EFT returned charge outlined below. We will notify you of any charges as required by applicable law. You further understand that should your account become delinquent, any and all fees associated with Tex-Con’s efforts to collect will be passed on to you as outlined in the **Terms & Conditions** on the credit application.

2. **Fee schedule for EFT payments:**

<u>Returned EFT Charge:</u>	<u>Draft Amount:</u>
\$100	\$1 - \$2,500
\$150	\$2,501 - \$5,000
\$250	\$5,001 and up

- NOTICE OF VARYING AMOUNTS** – Invoices rarely are the same amount, therefore by signing this agreement we are authorizing Tex-Con to draft the appropriate amount needed to satisfy any invoices.
- CUSTOMER LIABILITY** – You are responsible for all authorized transactions using our EFT (E-Z Pay) service under this Agreement. If you permit someone else to use our EFT service, you are responsible for any transactions they authorize on any and all of your accounts. Please provide this authorization in writing by email, fax, or mail. NOTIFY US IMMEDIATELY if you believe your account information has been lost, stolen, or used without your consent.
- RIGHT TO RECEIVE DOCUMENTATION** – You will receive, at a minimum, monthly statements which will reflect incurred invoices for the month that your E-Z pay transactions have/will pay. Additional copies of individual invoices are available through our portal www.texconoil.net for your review at any

time. For access to the Tex-Con portal, email your requests to credit@texconoil.com for set-up.

- TEX-CON LIABILITY FOR FAILURE TO MAKE TRANSFERS** – If Tex-Con does not submit a transfer to your account “on-time” or in the correct amount according to our agreement with you, we may be liable for any losses or damages. However, we will not be liable for direct or consequential damages in the following events:
 - If your bank account has insufficient funds to complete the transaction.
 - If the information provided to us is incorrect.
 - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your EFT facility for making such transfers.
- TERMINATION OF EFT (E-Z PAY) SERVICES** – You or Tex-Con may terminate this Agreement at any time by notifying us in writing by email, fax, and/or mail. Whether you or Tex-Con, terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.
- ENFORCEMENT** – You are liable to Tex-Con for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgement collection actions.

Authorized Initials: _____



Portal Registration Form

User Information

Name: _____

Email: _____

Company name: _____

Tex-Con Account Number: _____

Customer Type (choose the best option that applies)

- | | | | | |
|--|--|--|--|--|
| <input type="checkbox"/> C-Store | <input type="checkbox"/> Car Dealership | <input type="checkbox"/> Consignment Inventory | <input type="checkbox"/> Construction | <input type="checkbox"/> Equipment Rental |
| <input type="checkbox"/> Farmer | <input type="checkbox"/> Generator | <input type="checkbox"/> Asphalt | <input type="checkbox"/> Golf Course | |
| <input type="checkbox"/> Government Entity | <input type="checkbox"/> Landfill | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Manufacturing (CFN) |
| <input type="checkbox"/> Marina | <input type="checkbox"/> Non Profit Organization | <input type="checkbox"/> Quarry | <input type="checkbox"/> ReadyMix | <input type="checkbox"/> ReadyMix (CFN) |
| <input type="checkbox"/> Resaler | <input type="checkbox"/> School District | <input type="checkbox"/> Tex-Con Employee | <input type="checkbox"/> Train | <input type="checkbox"/> Trucking |
| <input type="checkbox"/> Trucking (CFN) | <input type="checkbox"/> Other | <input type="checkbox"/> Other (CFN) | | |

Customer Brand (choose unbranded if you do not resell fuel)

- | | | | | |
|----------------------------------|---|---------------------------------------|---------------------------------|-----------------------------------|
| <input type="checkbox"/> Chevron | <input type="checkbox"/> ConocoPhillips | <input type="checkbox"/> Exxon Mobile | <input type="checkbox"/> Gulf | <input type="checkbox"/> Marathon |
| <input type="checkbox"/> Shell | <input type="checkbox"/> Texaco | <input type="checkbox"/> Unbranded | <input type="checkbox"/> Valero | |

Customer Region (Choose region closest to your company or jobsite)

- | | |
|---------------------------------|--------------------------------------|
| <input type="checkbox"/> Austin | <input type="checkbox"/> San Antonio |
|---------------------------------|--------------------------------------|