



JSC Terminal, LLC, dba Midwest Terminal  
 PO Box 959 / 725 N. 5<sup>th</sup> Street  
 Paducah, KY 42002-0959  
 Phone: (270) 442-0362 / Fax: (270) 444-6224

**COMMERCIAL CREDIT APPLICATION AND AGREEMENT**

Legal Name of Business/Proprietor ["Applicant"]: \_\_\_\_\_ Date Established: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ State Incorporated: \_\_\_\_\_  
 Delivery Address (If Different): \_\_\_\_\_ County: \_\_\_\_\_  
 Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ A/P Email: \_\_\_\_\_  
 Accounts Payable Contact Person and Direct Phone #: \_\_\_\_\_

**Type of Business (Please Check):**

Individual  Proprietorship  Partnership  Corporation  LLC  Other/Specify: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_ Social Security # (If Individual/Proprietor): \_\_\_\_\_

Is Your Organization currently involved in bankruptcy procedures or declared insolvent within the past year?:  Yes  No

If Yes, when?: \_\_\_\_\_

**Tax Status: (Check all that apply. Customers claiming any exemption MUST provide copies of all certificates and permits.)**

Sales Tax Exempt:  Yes  No If Yes, #: \_\_\_\_\_ Attach Exemption Certificate  
 Federal Excise Tax Exempt:  Yes  No If Yes, #: \_\_\_\_\_ Attach Exemption Certificate  
 State Excise Tax Exempt:  Yes  No If Yes, #: \_\_\_\_\_ Attach Exemption Certificate

**Type of Purchases (Check all that apply):**

Gasoline  Ethanol Blends  Clear Diesel  Dyed Diesel  Clear Biodiesel Blends  Dyed Biodiesel Blends  
 Kerosene  Parts/Accessories  Lubricants  Chemicals  Cardlock Specify Other: \_\_\_\_\_

If purchasing Diesel, how will it be used?:  On Road  Commercial Off Road  Farm  Home Heat  Commercial Heat

If using Cardlock, how many cards are needed? Please provide a PIN# for each card: \_\_\_\_\_

**Credit: (If over \$10,000.00, please provide financial statements for the last 3 years including the current YTD standing.)**

Desired line of Credit: \$ \_\_\_\_\_ Estimated Monthly Gallon Usage: \_\_\_\_\_

**Payment Information (PAYMENT IS DUE PER TERMS AND CONDITIONS HEREIN FOR APPROVED ACCOUNTS):**

**Only EFT or Credit Card is accepted.** Please indicate your method of payment:  Credit Card\*  EFT\*\*

\*Payments made with a Credit Card are subject to a Convenience Fee. *Please fill out a Credit Card Authorization Form.*

\*\*Payments made by EFT are fee free and preferred. *Please fill out an EFT Authorization Form for payments made by EFT.*

**Tanks and Estimated Monthly Volume:**

Please indicate your tank inventory including size and estimated monthly volume.

**MWT USE ONLY:**

Product: \_\_\_\_\_ Tank Size: \_\_\_\_\_ Volume: \_\_\_\_\_  
 Product: \_\_\_\_\_ Tank Size: \_\_\_\_\_ Volume: \_\_\_\_\_  
 Product: \_\_\_\_\_ Tank Size: \_\_\_\_\_ Volume: \_\_\_\_\_

Rate: _____	Updated: _____
Rate: _____	Updated: _____
Rate: _____	Updated: _____

**Directions or Special Instructions:** \_\_\_\_\_

**Owner(s), Member(s), Partners, or Corporate Officers:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Bank Reference**

Bank: \_\_\_\_\_ City/State: \_\_\_\_\_ Account#: \_\_\_\_\_

**Industry Trade Reference**

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

**TERMS AND CONDITIONS**

The following Terms and Conditions under this Commercial Credit Application and Agreement ["Agreement"] between the Applicant and JSC Terminal, LLC dba Midwest Terminal ["Midwest Terminal" or the "Lender"] are entered into between the parties in consideration of the extension of credit by Lender to the Applicant and govern all charges on Applicant's credit account ["Account"] from this date until terminated with Lender reserving the right to modify or revoke these Terms and Conditions at any time; nothing herein being a guarantee or assurance of further extensions of credit on the Account:

**1. PAYMENT AND TITLE.** The Applicant shall pay the Account in U.S. dollars, in accordance with the following terms for each type of good sold; (i) All Delivered Fuel Products: Net 10 days; (ii) All Cardlock Fuel Products: Net 5 days; (iii) All Non-fuel Products and Services: Net 30 days. Lender shall retain title to all goods that are unpaid or which remain on Applicant's Account until payment has been received.

**2. FINANCE CHARGE; COLLECTION COSTS.** If Applicant has not paid the balance by the due date stated on each invoice a minimum monthly finance charge of 1.5% per calendar month or the highest amount legally allowed shall accrue and be payable each month until paid in full. In addition to attorneys' fees and collection costs in para. no. 9, below, Applicant will pay a returned check fee at the maximum amount allowed by law.

**3. SECURITY AGREEMENT.** Applicant hereby grants a purchase money security interest as defined in the Uniform Commercial Code ["UCC"] to Lender in all goods purchased by Applicant from Lender and the proceeds thereof ["Collateral"] until payment is made in full for such goods.

**4. APPLICANT'S COVENANTS.** Applicant shall forthwith inform Lender of any changes in Applicant's legal name, state of registration, or place of business; shall not misuse or abuse Collateral; shall keep Collateral fully insured against risk of loss; shall not move, transfer, or encumber Collateral except for sales to customers in the ordinary course of business.

**5. DEFAULT.** If Applicant fails to perform its obligations hereunder or fails to make payment on the Account when due or becomes insolvent or subject to bankruptcy proceedings then Applicant shall be considered to be in default and all sums owed by Applicant shall become immediately due and payable in full without further notice or demand and Lender shall be entitled to exercise any and all remedies available to it at law or in equity including its rights as a secured creditor including entering Applicant's premises and taking possession of the Collateral, Applicant waiving any rights under the UCC regarding enforcement of Lender's security interest in the Collateral and disposition thereof, with notice requirements related to disposition of the Collateral deemed to have been satisfied if such notice is mailed to Applicant's billing address at least ten (10) days before such disposition.

**6. TAXES.** Applicant shall pay all applicable sales, use, and excise taxes regarding the goods sold unless the appropriate signed exemption documents have been provided to Lender.

**7. CARDLOCK SYSTEM.** Applicant agrees that it shall promptly notify Lender of any malfunction of the cardlock system of which Applicant's personnel become aware. Applicant agrees that Lender shall not be responsible for any damage, loss, incidental or consequential damages to

Applicant which may result from the cardlock system's failure to provide fuel or perform. Applicant's right to use the cardlock system may be terminated immediately upon any breach of any of the terms herein or of any other agreement with Lender. Upon termination, Applicant agrees to immediately surrender all cardlock cards issued to Applicant and to immediately pay all outstanding sums owed to Lender. All Cardlock Fuel Products are subject to Net 5 day payment terms.

**8. WARRANTIES.** Lender warrants that the goods sold will conform to the description stated herein and that it will convey good title thereto free of lien and that such goods will be of merchantable quality. This is Lender's sole warranty with respect to the goods. **LENDER MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY LENDER.** There are no warranties which extend beyond the description on the face herein.

**9. ADDITIONAL PROVISIONS.** The following additional provisions are integral to this Agreement: (a) This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties. (b) Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing duly signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought. (c) A duplicate or faxed or scanned copy of this Agreement shall be deemed to be an original. (d) The reference to either a person or an entity herein refers to all natural persons and also to sole proprietorships, corporations, partnerships, limited liability companies, or other business associations or governmental entities. (e) Any prior negotiations, representations, promises, or conditions, whether written or oral, are merged into this Agreement. (f) Any party's forbearance in enforcing this Agreement or any term thereof shall not be construed as a waiver of that party's right to later seek enforcement. (g) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the enforceability of other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. (h) Reasonable attorney's fees and legal costs or collection costs may be recovered by Lender if such are incurred in enforcing the terms of this Agreement or in an event of default. (i) This Agreement and any dispute related to this Agreement and all rights, duties, and claims (whether contract, tort, statutory, regulatory, or any and all other claims) of all parties relating to the subject matter of this Agreement shall be governed by and construed under the laws of the Commonwealth of Kentucky. (j) If there is any dispute related to this Agreement then the parties agree that a court sitting in McCracken County, Kentucky shall have exclusive venue over any legal proceeding.

The information provided on all pages of this document is for the purpose of obtaining credit information and is warranted by Applicant to be true and correct. By Applicant's signature hereon, Lender is authorized to conduct whatever credit investigation it deems necessary to determine applicant's credit and financial responsibility; and any **EXTENSION OF CREDIT FOLLOWING APPROVAL OF THIS CREDIT APPLICATION AND AGREEMENT SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS.** The undersigned warrants the full power and authority to sign this Agreement on behalf of Applicant.

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature on Behalf of Applicant

\_\_\_\_\_  
Title or Position Held With Applicant

**MWT USE ONLY**

<input type="checkbox"/> Credit Denied	<input type="checkbox"/> Credit Approved	Credit Line \$ _____	AR Date: _____
Main/CL Acct: _____		Ship-to Acct: _____	Tax Code: _____
Price Level: _____	Tax Exempt (If Any): _____		Fuel Pmt Terms: _____
A/R Updated: _____	Exempt Code: _____		Lube/Parts Pmt Terms: _____
Approved By/Title _____	Salesperson _____		Cardlock Pmt Terms: _____