



## Commercial Credit Application

Name of Applicant (DBA if Applicable)	Type of Entity (LLC, Corp, Person)		
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Shipping Address	City	State	Zip Code
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Billing Address	City	State	Zip Code
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Billing Contact	Telephone Number	Fax Number
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Federal Tax ID Number	Date Established	State ID Number	State of Incorporation
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<i>Complete the following if applying for credit</i>			
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Amount of Credit Requested	Previous Fuel/Lube Supplier	Supplier's Phone Number
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May We Contact Your Previous Fuel/Lube Supplier?	Credit Terms with Previous Supplier
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First Bank Name	Branch Address	Bank Account Number
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Contact Name	Telephone Number	Fax Number
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Second Bank Name	Branch Address	Bank Account Number
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Contact Name	Telephone Number	Fax Number
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**Construction Project** - If the product is being provided in connection with a specific construction or improvement, please provide the following:

Project Name	Project Owner	General Contractor's Name
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Project Address	Type of Improvement	Party with Whom Customer has a Contract
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### Customer's Trade References

Company Name	Contact Name
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Account Number	Telephone Number	Fax Number
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Address	City	State	Zip Code
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Company Name	Contact Name
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Account Number	Telephone Number	Fax Number
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Address	City	State	Zip Code
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**For Corporate Customers: (Incorporated)**

Resident Agent's Name	Title
Officer	Title
Officer	Title
Officer	Title

**All Other Customers: (LLC, Partnership, Sole Proprietorship, Person)**

As part of the application process, Michigan Petroleum Technologies will access personal credit information, business references and a bank reference on you as either:

- A. The owner of the sole proprietorship  C. Members of the LLC   
 B. Partners in the partnership

In order to do this we are requesting that you complete the following in full with the understanding that this authorization may be shared with your business or bank reference if needed.

Resident Agent's (Owner's) Name	Title
Driver's License Number	Birth Date
Resident Agent's (Owner's) Name	Title
Driver's License Number	Birth Date

**Note: All applications for credit over \$15,000 must be accompanied by a financial statement. Security may be required for credit requests over \$15,000.**

Have you or any company which you have ever owned or been an officer of ever been a debtor in any bankruptcy proceedings? If yes, please explain. \_\_\_\_\_

Sales Tax Exempt \_\_\_\_\_ (yes/no) If yes, please complete the attached exemption form.

I make the foregoing application for credit for the business purpose of purchasing merchandise on an open account basis.

Name	Title	Date
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## CREDIT AGREEMENT

**Customer understands and agrees if Customer is extended credit by Michigan Petroleum Technologies, Inc., (“MPT”) such credit shall be based on the following terms:**

1. Customer represents that its financial condition is satisfactory and can meet all financial obligations.
2. That there are no lawsuits or judgments against the Customer at the present time.
3. Customer agrees to notify Michigan Petroleum Technologies of any changes in ownership of Customer or a material portion of its assets.
4. Customer agrees to pay within the established terms of net thirty (30) days unless modified in writing and signed by MPT, with the exception of transport loads of fuel, which are due in ten (10) days by electronic draft.
5. The terms of this Agreement shall apply to the Customer’s entire account, whether or not the purchases occurred before or after the date of this Agreement.
6. Customer agrees to pay MPT a 1.5% per month finance charge, which is 18% yearly, for all past due invoices. Failure to pay finance charges may result in the account being placed on C.O.D. status.
7. If Customer defaults on payment of any outstanding invoice, Customer agrees to pay MPT its attorney fees and collection expenses incurred as a result of default. If any dispute is brought concerning the terms of this Agreement, product sold by MPT or for collection on the account, the parties agree that venue for such action shall be in St. Clair County, Michigan. If Customer files any counter claim against MPT and MPT prevails on such counterclaim, Customer also agrees to pay the costs and attorneys fees incurred by MPT in responding to Customer’s claims. Customer further agrees to waive any right to trial by jury for the above claims.
8. MPT may require payments on a C.O.D. basis if Customer fails to pay any invoice within the stated terms or credit limits. If the account becomes a C.O.D. account, Customer may be required to pay upon (or prior to) continued delivery.
9. MPT accepts credit cards for your convenience. However, a 3.5% fee will be added to the amount processed on your credit card payments. This fee may be subject to change with any fee changes.
10. There will be a \$25.00 fee charged for NSF checks. Upon receipt of an NSF Check, MPT reserves the right to place the account on a cash only status. MPT does not accept post-dated checks.
11. All applicable taxes will be applied to invoices until tax exemption certificates are received.
12. MPT reserves the right, but shall not be required, to extend credit to Customer in excess of the Credit Limit.
13. Customer hereby grants permission to MPT and its employees to enter upon the property for the purposes of providing product, services or checking product levels, and further consents to entry upon land where MPT equipment is located in order to recover any equipment MPT provided to Customer.
14. Customer agrees and acknowledges that it is Customer’s responsibility to examine and maintain all equipment, including but not limited to tanks, pumps, hoses, reels and barrels. MPT is under no obligation to maintain any equipment used by Customer. Customer agrees to waive any claims it may have against MPT, and defend, hold harmless and indemnify MPT from any claims of third parties if it fails to maintain the equipment in working order.



Customer assumes all risk with regard to all such equipment and is responsible to notify MPT of any problems or concerns with regard to the equipment.

- 15.** Customer understands and agrees that it is a Lessee of tanks provided by MPT for fuel storage and that, as Lessee, it is responsible for any and all electrical requirements for the tanks as well as compliance with local laws regarding placement of the tanks and all environmental laws, including compliance with any applicable environmental laws regarding containment basins, spills or disposals of fuel. MPT is not responsible for electrical installation or Customer's compliance with local rules and regulations regarding placement or environmental compliance.
- 16.** I acknowledge that I am authorized to execute this credit agreement on behalf of the Customer.

X

Signature	Print Name	Title	Date

  

Company Name	Account Number	Drivers License Number

Approved by Michigan Petroleum Technologies, Inc.

Michigan Petroleum Signature	Date

**Personal Guaranty:**

By signing below, I agree to personally guarantee the debts owed by the Corporation or Limited Liability Company to Michigan Petroleum Technologies, Inc. subject to the terms of the credit agreement. I agree that I have an interest in the company applying for credit and the extension of credit to the applicant is a benefit to me.

Printed Name	Address

  

Signature	Date	Drivers License Number

# Michigan Sales and Use Tax Certificate of Exemption

**INSTRUCTIONS: DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records.** This certificate is invalid unless all four sections are completed by the purchaser.

## SECTION 1: TYPE OF PURCHASE

- A. One-Time Purchase  
Order or Invoice Number: \_\_\_\_\_
- B. Blanket Certificate. Recurring Business Relationship
- C. Blanket Certificate  
Expiration Date (maximum of four years): \_\_\_\_\_

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address
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## SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- All items purchased.
- Limited to the following items: \_\_\_\_\_

## SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- For Lease. Enter Use Tax Registration Number: \_\_\_\_\_
- For Resale at Retail. Enter Sales Tax License Number: \_\_\_\_\_

The following exemptions DO NOT require the purchaser to provide a number:

- Agricultural Production. Enter percentage: \_\_\_\_\_%
- Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
- Contractor (must provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).
- For Resale at Wholesale.
- Industrial Processing. Enter percentage: \_\_\_\_\_%
- Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
- Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form).
- Rolling Stock purchased by an Interstate Motor Carrier.
- Qualified Data Center
- Other (explain): \_\_\_\_\_

## SECTION 4: CERTIFICATION

*I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.*

Business Name	Type of Business (see codes on page 2)
Business Address	City, State, ZIP Code
Business Telephone Number (include area code)	Name (Print or Type)
Signature and Title	Date Signed

## Instructions for completing *Michigan Sales and Use Tax Certificate of Exemption (Form 3372)*

**Purchasers** may use this form to claim exemption from Michigan sales and use tax on qualified transactions. It is the Purchaser's responsibility to ensure the eligibility of the exemption being claimed. All claims are subject to audit. Non-qualified transactions are subject to tax, statutory penalty and interest.

**Sellers** are required to maintain records, paper or electronic, of completed exemption certificates for a period of four years. Michigan does not issue "tax exempt numbers" and a seller may not rely on a number for substitution of an exemption certificate. Other documentation that sellers in the State of Michigan may accept are the Uniform Sales and Use Tax Certificate approved by the Multistate Tax Commission, the Streamlined Sales and Use Tax Agreement Certificate of Exemption, the same information in another format from the purchaser, or resale or exemption certificates or other written evidence of exemption authorized by another state or country.

### SECTION 1:

Place a check in the box that describes how you will use this certificate.

- A) Choose "One-Time Purchase" and include the invoice number this certificate covers.
- B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser.
- C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there is a period of more than 12 months between sales transactions.

Print the vendor's name and address in the area provided.

### SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

### SECTION 3:

Place a check in the box that applies and provide the additional information requested for that exemption. The exemptions listed are the most common. If the exemption you are claiming is not listed use "Other" and enter the qualifying exemption.

### SECTION 4:

Use the number that describes your business or explain any other business type not provided.

01	Accommodations	10	Utilities
02	Agricultural	11	Wholesale
03	Construction	12	Advertising, newspaper
04	Manufacturing	13	Non-Profit Hospital
05	Government	14	Non-Profit Educational
06	Rental or leasing	15	Non-Profit 501(c)(3) or 501(c)(4)
07	Retail	16	Qualified Data Center
08	Church	17	Other
09	Transportation		

Print the name of the business, address, city, state and ZIP code. Sign and provide your title (i.e. owner, president, treasurer, etc.). Provide your printed name and date the certificate.

**DO NOT SEND THIS EXEMPTION CERTIFICATE TO THE DEPARTMENT OF TREASURY.**