

McMullen Oil Company Inc.

11965 49th Street North
Clearwater, FL 33762
(727)573-0016 Fax (727)573-2327

ID# _____
Account# _____

OPEN ACCOUNT AGREEMENT

Legal Name of Business: _____

Mailing Address: _____ **Physical Address:** _____

City, State, Zip: _____ **City, State, Zip:** _____

*Please fill out ship to information on back of page if different from above.

Principal Owner: _____ **Social Security #:** _____

Home Address: _____ **City,State,Zip:** _____

Have Principal(s) ever declared personal or corporate Bankruptcy? Yes No

Business Operated as : Sole Proprietorship Partnership Corporation Limited Liability : State of _____

Business Federal Id # _____

PO's Required: Yes No **Sales Tax Exempt:** Yes No **If Yes Id #** _____

Attach Copy of Certificate

Purchasing Contact: _____ **E-Mail Address:** _____

Phone: _____ **Fax:** _____

Accounts Payable Contact: _____ **E-mail** _____

Phone: _____ **Fax:** _____

Preference for invoices to be sent : Email Fax

Industry Type: Retail Station Marina Government Construction Auto/Truck Repair Equipment Rental

Industrial/ Manufacturing Boat / Marine Use Home Heating Trucking/Hauling End Consumer

Products to Be Purchased: Packaged Lubricants Bulk Lubricants Fuel – Delivery Fuel- CardLock

For Bulk and Fuel Items: Number of Tanks _____

D.E.P. Facility ID: _____

(for Tanks over 550 gal)attach copy

Ship To Information: attach additional sheet if needed

Shipto Id: _____ (job #, PO# ,Loc. Code) **D.E.P.#** _____

Address/Directions: _____

City _____

Phone: _____ **Contact:** _____

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REFERENCES:* MUST BE FILLED OUT COMPLETELY IF APPLYING FOR CREDIT *******

Bank Reference

Name of Bank: _____ Account Number: _____

Address: _____ City _____ ST _____ Zip _____

Contact: _____ Phone: _____ Fax: _____

Trade References:

1. Company: _____ Account Number _____

Address: _____ City _____ ST _____ Zip _____

Contact: _____ Phone: _____ Fax: _____

2. Company: _____ Account Number _____

Address: _____ City _____ ST _____ Zip _____

Contact: _____ Phone: _____ Fax: _____

3. Company: _____ Account Number _____

Address: _____ City _____ ST _____ Zip _____

Contact: _____ Phone: _____ Fax: _____

TERMS & CONDITIONS OF OPEN ACCOUNT

PAYMENT TERMS ON FUEL PURCHASES ARE NET 10 DAYS. PAYMENT TERMS ON SERVICE, PARTS AND LUBRICANT SALES ARE NET 30 DAYS. ALL RETURNED CHECKS WILL BE ASSESSED A \$29.00 RETURNED CHECK FEE.

I/We understand that all over due accounts shall be assessed a late fee of \$35.00 plus an additional 1.5% per month interest charge will be charged on all amounts not paid within terms and pro-rated until payment is received. In the event of default, the undersigned agrees to pay all cost of collection, including fees of any collection agency and attorneys fees whether hourly or contingent, together with cost of court and further agrees that any legal action brought hereunder may be brought in Pinellas County, Florida. No terms or conditions hereof may be changed except by written consent of McMullen Oil Company Inc. All sums due for goods and/or services purchased, by for or on behalf of undersigned are payable to McMullen Oil Company Inc. PO Box 17357 Clearwater, Florida 33762.

This Agreement shall be binding upon the successors and assigns of the undersigned (debtor) and regardless of any subsequent incorporation, reorganization, merger, consolidation of the Debtor change of partners, change of name or any other change in the composition of Debtor.

The Undersigned warrants that he/she has the authority to execute this Open Account Agreement for Debtor and to bind said company to the terms contained herein and further certifies that the information provided herein is true and correct.

Debtor hereby accepts and agrees to the terms and conditions stated above including term payments.

I/we hereby authorize you or your agent/representative to secure a credit report regarding Debtor from time to time in connection with the extension or continuation of credit represented by this agreement or the collection of debts resulting there from. Debtor further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act U.S.C. §1681et seq., as amended. This authorization shall be continuing without expiration. A photocopy or facsimile copy shall be given the same effect as the original.

SIGNATURE REQUIRED TO PROCESS.

Signed By: _____
(Corporate Officer or Authorized Signature)

Title: _____

Print Name: _____

Date: _____