

Allen T3L Operations LLC dba Gimme's

CREDIT APPLICATION AND AGREEMENT

This Credit Agreement ("Agreement") is made this ____ day of _____, 20____ between Allen T3L Operations LLC dba Gimme's ("Gimme's") whose address is PO Box 628, Timpson, Texas 75975, and _____, ("Primary Obligor") whose address is _____. This Agreement is effective from the date noted hereinabove, until the Agreement is terminated in writing by either party.

In consideration of the mutual covenants and promises stated in this Agreement, Gimme's and Primary Obligor agree as follows:

I. OBLIGATIONS OF PARTIES

From time to time during the term of this Agreement, Primary Obligor may purchase fuel from Gimme's on account. To induce Gimme's to sell fuel and other goods and services to Primary Obligor, and to further enable Primary Obligor to make such purchases at its discretion, Gimme's agrees to provide Primary Obligor with a credit account.

In granting credit to Primary Obligor, Gimme's agrees to provide Primary Obligor with statements of account showing the true and correct balance of the account of obligor, including all payments, offsets, and credits which are due and owing to Primary Obligor.

Primary Obligor, in turn, agrees to keep its account in good standing at all times and to pay each invoice in full as it comes due, pursuant to the terms stated on the invoice.

II. DEFAULT

Primary Obligor will be considered in default under the terms of this Agreement if:

1. The account balance of Primary Obligor becomes delinquent for more than sixty (60) days;
2. Any account balance of an Individual Guarantor listed on the account of Primary Obligor becomes delinquent for more than sixty (60) days;
3. Primary Obligor or its principal officers or owners file bankruptcy;
4. Primary Obligor (if an entity) is no longer in good standing in the State in which it was formed.

In any event of Default by Primary Obligor, Gimme's may unilaterally terminate this Agreement and declare all outstanding amounts of Primary Obligor due and owing and immediately payable and may terminate this Agreement without further notice to Primary Obligor, and any termination under this Agreement will not work to terminate any obligation of Primary Obligor that has already accrued or is owing.

In the event that an attorney is retained to collect any balance due and owing under this Agreement, Primary Obligor agrees to be responsible for any and all reasonable attorney's fees and court costs that may be associated with the collection of any balance hereunder.

III. MISCELLANEOUS

This Agreement is to be construed under the laws of the State of Texas. Any and all obligations of the parties to this Agreement are performable in Shelby County, Texas.

This Agreement may only be modified or amended in writing and signed by both parties.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns when permitted.

IV. PRIMARY OBLIGOR INFORMATION

Name of Primary Obligor: _____ Type (LLC, Inc., etc.): _____

Address: _____

Phone: _____ Fax: _____

Tax ID No.: _____ Number of Employees: _____

Years in Business: _____ Type of Business: _____

Names and Addresses of Business Principal(s):

For a Sole Proprietorship or Partnership, list all partners and owners.

For a LLC, LLP, Corporation or other business entity, name all officers, directors, members, managers or other principal owner of the entity.

Name of Personal Guarantor on Account: _____ *

Relation to Entity: _____ *

***The individual who signs as personal guarantor will be liable in his or her individual capacity, jointly and severally, for the debt of the Primary Obligor in the event that Primary Obligor cannot fulfill said debt. This person MUST sign the Personal Guaranty form attached to this Agreement. The designation of a corporate office or title after the guarantor's name does not relieve this person of individual liability for the debt of the Primary Obligor.**

ACCEPTANCE OF AGREEMENT

The statements and information contained in this Agreement are true and correct to the best of our knowledge and belief. I have read this agreement and understand and accept its obligations.

Executed on this ____ day of _____, 20 ____.

Allen T3L Operations LLC dba Gimme's

Primary Obligor

By: _____
Title: _____

By: _____
Title: _____



PERSONAL GUARANTY

In order to induce Allen T3L Operations LLC dba Gimme's its successors and/or assigns to sell goods and services and extend credit to _____
_____ (name of purchaser), and for other good and valuable consideration, I/we, the undersigned hereby personally and individually guarantee the payment of all sums of money as may now be due or may at any time hereunder become due to Allen T3L Operations LLC dba Gimme's. This is an absolute, continuing and unlimited guaranty. This guaranty obligates the guarantor(s) jointly and severally, in their individual capacity, with the obligation of the primary debtor.

Any corporate designation written in the signature herein is of no effect on the personal liability of the individual(s) signing the guaranty. The individual(s) signing this guaranty are doing so in their individual capacity to guaranty the account of the primary debtor.

All payments shall be made to Allen T3L Operations LLC dba Gimme's, PO Box 628, Timpson, Texas 75975. The extension of time of payment, the acceptance or release of notes, drafts, other guarantees or any security shall in no way weaker or impair the validity of the guaranty. This guaranty will continue to be effective until it is revoked in writing by the Guarantor. Guarantor's liability for payment will include all costs of collection including reasonable attorney's fees and court costs incurred as a result of any action necessary in collecting the debt.

I/we or either of us agree this contract is performable in Nacogdoches County, Texas, and waive the right to be sued elsewhere.

Executed this the ____ day of _____, 20_____.

Individual Guarantor Signature

Individual Guarantor Signature

Print Name

Print Name

Address

Address



BANK DRAFT AUTHORIZATION FORM
AUTHORIZATION AGREEMENT FOR ACH PAYMENTS

COMPANY NAME: Allen T3L Operations LLC dba Gimme's

I (we) hereby authorize Allen T3L Operations LLC dba Gimme's, hereinafter called **COMPANY**, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) checking/savings account (circle one) indicated below and the depository (bank, credit union, or other financial institution) named below, hereinafter called **DEPOSITORY**, to credit and/or debit the same to such account.

CUSTOMER INFORMATION:

ACCOUNT NAME _____
(Please Print)

ACCOUNT ADDRESS _____

ACCOUNT PHONE NUMBER _____

DEPOSITORY OR BANK NAME _____

TRANSIT/ABA NO. _____ ACCOUNT NO. _____

ACCOUNT TYPE:

<input type="checkbox"/> Business Checking	<input type="checkbox"/> Personal Checking
<input type="checkbox"/> Business Savings	<input type="checkbox"/> Personal Savings

This authority is to remain in force and effect until COMPANY has written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on such request.

SIGNATURE _____

PRINT NAME & TITLE _____

DATE _____

PLEASE INCLUDE A VOIDED CHECK OR BANK LETTER WITH THIS FORM



Credit Terms and References

Business Information			
Legal Name		Type of Business	
DBA Name <i>if any</i>		<input type="checkbox"/>	Sole Proprietorship
Date Opened		<input type="checkbox"/>	Partnership
Phone		<input type="checkbox"/>	Limited Partnership
Email		<input type="checkbox"/>	Corporation
Legal Address		<input type="checkbox"/>	LLC
City/State/Zip		<input type="checkbox"/>	Non-Profit
Mailing Address		<input type="checkbox"/>	Co-op
City/State/Zip		<input type="checkbox"/>	Other: _____

Desired Billing Frequency	<input type="checkbox"/> Monthly	<input type="checkbox"/> Weekly
Est. Average Weekly Use	\$ _____	

Bank Reference		
<i>must match account on draft form</i>		
Name		Account Number
Phone		
Address		Type of Account
City/State/Zip		<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Business References	
<i>Reference 1</i>	
Name	
Contact Person and Position	
Phone	
Email	
Address	
City/State/Zip	
Type of Account	

Reference 2	
Name	
Contact Person and Position	
Phone	
Email	
Address	
City/State/Zip	
Type of Account	
Reference 3	
Name	
Contact Person and Position	
Phone	
Email	
Address	
City/State/Zip	
Type of Account	



I hereby authorize Allen T3L Operations LLC dba Gimme's to make inquiries into the references I have supplied. I authorize these references to answer any such inquiries.

I understand that any information provided by these references will be used solely for the purpose of determining my eligibility for a line of credit with Allen T3L Operations LLC dba Gimme's.

I release all the above-named references from any claim of liability or damages.

Printed Name: _____

Position: _____

Signature: _____

Account Name: _____

	Card Name <i>Driver/Vehicle/Etc.</i>	Pin #	Enter Odom?	Enter Misc?	Spending Limit? <i>Day/Week/Month</i>	Restricted Purchases? <i>*See Group List Below</i>
1			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
2			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
3			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
4			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
5			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
6			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
7			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
8			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
9			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
10			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
11			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
12			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
13			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
14			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
15			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
16			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
17			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5
18			<input type="checkbox"/>	<input type="checkbox"/>	\$	1 2 3 4 5

Sign Up for Account Features

Transaction Receipts	Email:
Emailed Statements	Email:
Online Account Login	Username:
	Password:



Product Groups:

1. Diesel only • 2. Unleaded only • 3. All Fuel • 4. Diesel/Automotive • 5. All Fuel/Automotive