

ASAP Energy Inc.  
1501 N Airport Rd.  
Weatherford, OK 73096



Phone: (800) 530-4300  
Fax: (580) 772-8815  
www.asapenergyinc.com

## CREDIT APPLICATION

BUSINESS CONTACT INFORMATION			
Title:	Name:		
Company name:			
Trade Name or d/b/a:			
Mailing Address:		City/State:	Zip:
Phone:	Fax:	E-mail:	
Date business commenced:		State of Formation:	
Sole proprietorship:	Partnership:	Corporation:	LLC:
Government:	Trust:	Other:	
BUSINESS AND CREDIT INFORMATION			
Primary Physical Address:		City/State:	Zip:
How long at current address?		Fed ID#	DUNS#:
<b>Principals</b> (owners if proprietorship; all general partners if partnership; all officers with titles if corporation or LLC)			
<b>Name:</b>	Title:	SS#	
Home Address:		Phone:	
<b>Name:</b>	Title:	SS#	
Home Address:		Phone:	
<b>Name:</b>	Title:	SS#	
Home Address:		Phone:	
Has any Principal declared bankruptcy (personally or a business in which s/he was a principal): No ___ Yes ___ If yes, please state name of company/business (if applicable) and court in which bankruptcy filed:			
Bank Name:		Phone:	
Address:		City/State:	Zip:
Savings Acct#	Checking Acct#	Loan Acct #:	
BUSINESS/TRADE REFERENCES			
<b>Company name:</b>			
Address:		City/State:	Zip:
Phone:	Fax:	E-mail:	
Type of account:			
<b>Company name:</b>			
Address:		City/State:	Zip:
Phone:	Fax:	E-mail:	
Type of account:			
<b>Company name:</b>			
Address:		City/State:	Zip:
Phone:	Fax:	E-mail:	
Type of account:			

**READ BACK AND SIGN**

AGREEMENT – TERMS AND CONDITIONS – GUARANTY

1. All information provided in support of this credit application and in response to any future requests for information is warranted to be correct and is submitted for the purpose of inducing ASAP Energy, Inc. ("ASAP") to extend credit to Applicant. Applicant authorizes ASAP (and its representatives or agents) to investigate fully all references and information provided.
2. The undersigned, individually and on behalf of Applicant:
  - a. authorizes ASAP to fully investigate all references and information provided, as well as the credit of both Applicant and the undersigned;
  - b. authorizes those with information about them or their credit to disclose all such information to ASAP; and
  - c. releases and discharges ASAP and those who provide such information from any claims, causes of action, or damages that allegedly result.
3. Terms are the same as the (Branded Supplier, if applicable) oil company unless otherwise stated in the Fuel Supply Contract.
4. Payment will be by electronic funds transfer less any oil company (Branded Supplier, if applicable) credits that ASAP has received from the oil company (Branded Supplier, if applicable).
5. No additional credit will be extended to past-due accounts unless satisfactory arrangements are made with ASAP's credit department.
6. All statements or invoices are deemed correct unless ASAP receives written notice of a dispute within 14 days of the statement/invoice date.
7. In the event a lawsuit is filed, or the account is placed with third party for collection, all costs, including attorney's fees and court costs, will be recoverable as part of the amounts owed by Applicant. This agreement is governed by the laws of the State of Oklahoma; venue for any litigation shall be the District Court of Custer County, Oklahoma. Applicant and Guarantor(s) irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection either of them may now have or hereafter have to venue in Custer County and irrevocably and unconditionally submit to the exclusive jurisdiction of and venue in the District Court of Custer County, in any action or proceeding arising out of or relating to this agreement or any aspect of the relationship or business dealings between and among ASAP, Applicant, and/or Guarantor(s). To be clear, Applicant and Guarantor(s) intend to, and do hereby, irrevocably and entirely waive all objections to jurisdiction and venue, including any claim that Custer County is an inconvenient forum.
8. ASAP may, at any time, file a lien, as authorized by applicable law, to secure payment of any amount owed by Applicant. This is a company policy and not a reflection of Applicant's credit standing. Applicant will provide ASAP with complete and accurate information for the purpose of preparation, service, and filing of the lien upon request.
9. This agreement is binding upon Applicant and its successors and assigns. Applicant agrees to notify ASAP, via certified mail, within 10 days of any change in Applicant's name, legal status, principals or authorized agents, or other material information.
10. This is the entire agreement between ASAP and Applicant with respect to matters addressed herein. This agreement can only be modified by signed agreement specifically referencing this agreement. Leniency or forbearance by ASAP with respect to any term or condition is not a waiver of any term or condition.
11. The person(s) signing below represents and warrants that s/he has full authority to execute this agreement on behalf of the Applicant and to fully bind Applicant to the agreements made herein.
12. **The undersigned specifically agree to bind themselves individually to the terms and conditions of this Agreement and personally guarantee all sums due in connection with Applicant's account. Applicant and the individuals signing below agree to be jointly and severally liable for all amounts owed to ASAP by Applicant. This guarantee is a material part of the credit application and a material inducement to ASAP in extending credit to Applicant.**

I WARRANT ALL INFORMATION TO BE TRUE AND COMPLETELY CORRECT. ASAP IS AUTHORIZED TO INVESTIGATE THE UNDERSIGNED AND APPLICANT IN ANY MANNER ASAP DEEMS NECESSARY TO EVALUATE APPLICANT'S AND THE UNDERSIGNED'S CREDIT AND FINANCIAL STABILITY.

SIGNATURES

ON BEHALF OF APPLICANT and AS GUARANTOR

AS GUARANTOR

Print Name: \_\_\_\_\_

Title \_\_\_\_\_ SS#: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

SS#: \_\_\_\_\_

Date: \_\_\_\_\_

# AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS

I (we) hereby authorize Rick Koch Oil Company, hereafter called COMPANY, to initiate debit or credit entries to my (our) checking account indicated below and the bank named below, hereinafter called BANK, to debit or credit the same to such account.

FINANCIAL INSTITUTION \_\_\_\_\_ BK TRANSIT/ ABA NO. \_\_\_\_\_  
BRANCH \_\_\_\_\_ ACCT. NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ TYPE OF ACCOUNT:  
CITY \_\_\_\_\_ CHECKING \_\_\_\_\_  
SAVINGS \_\_\_\_\_  
STATE \_\_\_\_\_ ZIP \_\_\_\_\_

This authority may be terminated upon thirty day's prior written notification of its termination from me (or either of us) to the COMPANY. A customer has the right to stop payment of a debit entry by notification to BANK prior to charging account. If an erroneous debit entry is initiated by COMPANY to a customer's account, customer shall have the right to have the amount of such entry credited to such account by BANK, if, within fifteen calendar days following the date on which BANK sent to customer a statement of account or a written notice pertaining to such entry, the customer shall have sent to BANK a written notice identifying such entry, stating that such entry was in error and requesting BANK to credit the amount thereof to such account.

Customer understands that their account will be automatically debited on the 10th of every month (unless this should be a Saturday, Sunday, or Holiday); in such case funds will be debited on the next business day.

The customer will be notified by fax, telephone or mail on the day before the Electronic Funds Transfer (EFT) is processed with the amount to be transferred.

There will be an additional charge of **\$100.00** for any and all dishonored entries performed by your bank.

DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_  
FEI or SS # \_\_\_\_\_ COMPANY NAME \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_ ADDRESS \_\_\_\_\_  
TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TRANSMISSION METHOD: EMAIL ADDRESS \_\_\_\_\_

**Please attach a voided check to this form and mail, fax or email back to:**

**ASAP Energy Inc**

**PO Box 685**

**Weatherford, Ok 73096**

**Fax 580-772-8815**

**[Tammy@asapenergyinc.com](mailto:Tammy@asapenergyinc.com)**

**Effective Date** \_\_\_\_\_