



Customer Application

COMPLETE ALL FIELDS
Open Credit will NOT be approved without a complete application and copy of W9.

COMPANY / CUSTOMER INFORMATION

LEGAL BUSINESS NAME / CUSTOMER NAME (Include DBA)			FEDERAL TAX ID / SSN #		
ADDRESS		CITY		STATE	ZIP
PHONE		E-MAIL		FAX	
CHECK ONE <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> LLC			YEARS IN OPERATION	DESIGNATED CUSTOMER CONTACT:	

CREDIT APPLICATION (If Applicable) *Please attach copy of W9 if applying for credit.

PRODUCT(S): Gas Diesel Lubes/Chem Propane MONTHLY CREDIT REQUESTED: \$ _____ ESTIMATED MONTHLY GALLONS: _____

FOR PERSONAL ACCOUNTS, PARTERNSHIPS, AND SOLE PROPRIETOR ACCOUNTS:

Owner's Name(s) (1) _____ Social Security # _____ - _____ - _____ Phone _____
 (2) _____ Social Security # _____ - _____ - _____ Phone _____
 (3) _____ Social Security # _____ - _____ - _____ Phone _____

Owner's Address (1) _____ (2) _____ (3) _____

TRADE REFERENCES

Company Name: _____ Contact: _____ Phone: _____ Email: _____
 Company Name: _____ Contact: _____ Phone: _____ Email: _____
 Company Name: _____ Contact: _____ Phone: _____ Email: _____

I/We certify that the information provided herein is truthful, accurate, and provided voluntarily. I/We therefore authorize named creditor to investigate my/our creditworthiness, credit history and financial responsibility through any credit bureau or by any other reasonable means, including direct contact with past and present creditors. I/We also authorize banks, the trade references listed above, and other financial institutions to give information to White Swan Farm Supply in connection with this transaction and my/our savings, checking accounts, and loans. If credit is extended as a result of the application, I/We agree to be bound by the Terms and Conditions listed on page two.

Authorized By (Printed name): _____ Signature: _____ Title: _____ Date: _____

ACH / EFT AUTHORIZATION (PREFERRED)

***Please Attach a Voided Check to Ensure Accurate Information.**

1. AUTHORIZATIONS. As an authorized representative of the Customer identified herein: (A) I authorize White Swan Farm Supply to initiate Automated Clearing House (ACH) and/or Electronic Funds Transfers (EFT), debit and credit entries, to Customer's bank account indicated to the right, and (B) I authorize and direct said bank institution to promptly process all such entries. This authorization allows White Swan Farm Supply to charge debits to this account at frequent intervals and for varying amounts upon notice to Customer of the balance owed. Customer agrees to reimburse White Swan Farm Supply for any administrative, legal and/or banking costs and expenses incurred or charged to White Swan Farm Supply as a result of returned items and/or unsuccessful entries.

2. TERMINATION. I agree and direct that: (A) this authorization shall remain in full force and effect until terminated upon fifteen (15) days written notice by either Customer or White Swan Farm Supply, (B) no attempted termination by Customer or White Swan Farm Supply shall affect entries initiated by White Swan Farm Supply prior to or during such termination notice period, and Customer specifically directs the bank to promptly honor and process all such entries.

CUSTOMER OR BUSINESS NAME	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	
TITLE	DATE
BANK NAME	BANK PHONE
NAME ON BANK ACCOUNT	
ACCOUNT #	ROUTING #

ADDITIONAL PAYMENT OPTIONS CASH CHECK CREDIT CARD

Terms and Conditions of Credit and Product Sales

As an authorized representative of the customer or business identified herein ("Customer"), Customer agrees as follows:

1. EXTENSION OF CREDIT. In consideration of any extension of credit, Customer agrees to the terms hereof and to the conditions of sales set forth on each invoice. Each Customer further agrees to reimburse White Swan Farm Supply ("WSFS") for any bank charges or transaction-handling fees, including fees resulting from a payment being returned as "Not Sufficient Funds." Unless otherwise stipulated by a written contract with WSFS, each Customer also agrees that costs of collection of past due accounts, including attorneys' fees, legal costs, and finance charges at a rate equal to the lesser of the maximum rate permitted by law or 1 ½% of the unpaid balance of the invoice price per month, commencing thirty (30) days after the due date, will be added to any past due account balance.

2. PAYMENT TERMS. Payment terms for all product sales are cash-on-delivery (COD) unless Customer is granted a credit line with different payment terms as set forth on each invoice. The granting of credit with different payment terms is not an agreement or promise to extend credit or payment terms indefinitely, and WSFS may, for any reason and without notice, reduce or terminate the payment terms and credit line granted to Customer, and declare any amount then owed immediately due.

3. ELECTRONIC FUNDS TRANSFER. Customer's execution of this Agreement shall serve as Customer's consent and authorization following default in any payment when due, for WSFS to effect a direct, Electronic Funds Transfer from any bank, savings, and loan, or other account under the control of Customer directly to WSFS's bank. By execution of this Agreement, Customer agrees to indemnify and hold harmless any depository holding funds under the control of Customer which transfers to WSFS.

4. LIMITATION OF LIABILITY. Customer and WSFS agree that, unless caused exclusively by WSFS's gross negligence or intentional misconduct, WSFS's total liability to Customer, its employees, and agents, arising out of any product sale, delivery, or delayed delivery by WSFS to or for Customer shall not exceed the net profit earned or earnable by WSFS for the product sale most directly linked to the alleged liability. WSFS AND CUSTOMER AGREE THAT NEITHER WILL BE LIABLE TO THE OTHER FOR LOSS OF USE, PROFIT, BUSINESS, OR BUSINESS INTERRUPTION OR DELAY, OR EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR COSTS ARISING OUT OF ANY ORDER, SALE, DELIVERY, OR DELAYED DELIVERY OF A PRODUCT BY WSFS TO OR FOR CUSTOMER.

5. INDEMNIFICATION. Unless caused exclusively by WSFS's gross negligence or intentional misconduct, Customer agrees to fully indemnify and hold harmless WSFS, its employees, and agents from and against any loss, cost, damage, and expense resulting from claims for property damage, personal injury, bodily injury, death, or any other claim, at law or in equity, including attorneys' fees, arising out of any order, sale, delivery, or delayed delivery of a product by WSFS to or for Customer, or out of any re-sale or other conveyance of such or any other product to any party by Customer or its agents. Customer agrees

this indemnification liability shall not be limited by any of its insurance limits or exclusions.

6. WAIVER, SEVERABILITY. WSFS may, in its sole discretion, waive any of its requirements, or excuse Customer's non-compliance with any of its obligations. However, any such waiver or excuse shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent WSFS from declaring a breach or non-compliance by Customer, either for the same term or otherwise. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

7. DELIVERY. Customer understands and agrees that it will be fully liable for all deliveries made at its request even in the event that none of its employees are available to sign the delivery tickets for such deliveries. When any method of shipment other than WSFS's regular method is used at the request of Customer, the freight and delivery charges shall be paid by Customer. Special handling charges by carrier shall be paid by Customer.

8. DELAYS. WSFS will not be liable for any delay in the performance of orders received from Customer, or in the delivery of shipment of products, or for any damages suffered by the Customer by reason of such delay.

9. ORDER CANCELLATION. An order once placed with and accepted by WSFS can be cancelled only with WSFS's written consent. WSFS may elect to cancel any order or portions thereof, at any time, although previously accepted by WSFS.

10. RETURNS. Return or exchange of any product will only be accepted for non-conformity with the initial order. All other returns will be denied.

11. TERMINATION. This Agreement shall remain in effect until terminated upon fifteen (15) days written notice by either Customer or WSFS. Notice of termination shall in no way effect any product sale initiated prior to the actual receipt of notice.

12. DEFAULT. In the event of default and hiring of a third-party collector, the customer will be responsible for paying the collection agency fees up to, but not exceeding 35% of the debt. Upon default of payment, applicant agrees to pay collection costs and reasonable attorney fees that may be incurred.

13. NOTICE. Any notices required or permitted to be given hereunder by Customer shall be given in writing and shall be delivered (a) in person at WSFS's address below, or (b) by certified mail, postage prepaid, return receipt requested to P.O. Box 669, White Swan, WA 98952. WSFS may provide notice of termination upon oral or written notice to Customer.

14. GOVERNING LAW AND VENUE. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Yakama Nation, without regard to choice of law principles of that or any other jurisdiction. Venue for any such dispute shall be in Yakama Nation Tribal Court.

PERSONAL GUARANTY

In consideration of the extension of credit to the above-named applicant, and to induce the extension of credit, the undersigned do(es) hereby personal guaranty as an individual and not in his/her corporate capacity to Companies (hereafter called Company) the prompt payment when due of every claim, account, past due service charge or money due which may currently exist and/or hereafter arise in favor of the Company against the purchaser named. This is a continuing guaranty and shall remain in force until revoked by me (us) by notice in writing to the benefit of, as the circumstances may require, not only to the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns, as well. This obligation shall cover the renewal of any claim, account, or money due guaranteed by this instrument or extension or time payment thereof and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. Company may release one or more guarantors, add, or reduce the interest charged to applicant and add to or reduce the credit limit of applicant without affecting the obligation of guarantor(s). The undersigned further agree(s) to pay all reasonable collection agency, attorney and/or courts costs whether action is instituted for collection thereof, and if action is instituted for collection, such reasonable attorney fees as the court may award, including any attorney fees on appeal. I/we agree that jurisdiction and venue for any suit or action to enforce the terms of this agreement shall be brought in Yakima County. The undersigned consent(s) to Company obtaining their consumer credit report for the purpose of evaluating credit worthiness in connection with this credit application."

OWNER SIGNATURE		PRINTED NAME	
TITLE	CUSTOMER (LEGAL BUSINESS NAME)	DATE	



Underground Storage Tank Disclosure

Do you or your company own or have control of Underground Storage Tanks?
(Please check one)

_____ Yes

_____ No

The Undersigned hereby certifies to White Swan Farm Supply and its affiliated companies as follows:

All of the undersigned’s underground storage tanks and related systems (“UST”) are lawful and have been upgraded to meet all federal, tribal, and state requirements as applicable. If at any time, any portion of the undersigned’s UST or UST to which the undersigned delivers petroleum products, become non-compliant with any state, tribal, and/or federal laws, rules, codes or regulations or otherwise become unlawful, the undersigned will immediately cease to have delivered or store any petroleum or other products therein until applicable UST are again fully compliant and lawful. The undersigned hereby contracts and agrees to indemnify and hold White Swan Farm Supply, and its associated entities, their employees, officers, directors and agents harmless from and against any and all claims, causes of action, damages, suits, fines, costs, losses, obligations and expenses, including attorney’s fees, arising out of or resulting in whole or in part, directly or indirectly, from the undersigned’s misrepresentation of the above facts or its failure to comply with the above representations or with any and all state, tribal, or federal laws, rules, codes or regulations, including, but not limited to, those arising from 40 C.F.R. §§ 280.20 and 280.21.

The individual executing this instrument hereby certifies that he has read and understands the above foregoing, is a duly authorized officer of the undersigned, and hereby certifies that the foregoing information is true and correct to the best of his knowledge and that the undersigned will adhere to the terms of the foregoing, to the fullest extent possible, including the indemnity and hold harmless commitment.

DATED this _____ day of _____, _____.

Company Name

Address

Address

Authorized Officer Signature