



____ Voyager
____ Pacific Pride
____ Pac Pride Universal
____ Lancaster Chamber Member

Company Name _____ Phone () _____
Mailing Address _____ City _____ State _____ Zip _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone () _____ Email Address: _____

CHECK APPROPRIATE AREA AND PROVIDE INFORMATION REQUESTED

____ Single Entity D&B ID # _____ Name & Address of Parent Company (if applicable)
____ Corporation Federal ID # _____
____ Other How long in Business ? _____ Type of Business? _____

PLEASE LIST NAME AND ADDRESS OF PARTNER(S) OR CORPORATE OFFICER(S):

Owner, Manager or Officer _____ Title _____
Home Address _____ City _____ State _____ Zip _____
Previous Address (if less than one year) _____ How Long? _____
Home Phone () _____ Social Security # _____ Date of Birth _____

Bank Name _____ City _____ State _____
Name of Bank Officer _____ Account # _____ Phone () _____
Trade Reference _____ Address _____ Phone () _____
Trade Reference _____ Address _____ Phone () _____
Current Fleet Card _____ Address _____ Phone () _____

Estimated Monthly Gallons _____ **Billing Cycle:** Monthly Semi-Monthly Weekly
Sales Rep: _____ Approved by: _____ Dated Approved: _____ Credit Limit: \$ _____ Account #: _____

AGREEMENT AND GUARANTY

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. THIS AGREEMENT ALSO INCLUDES TERMS AND CONDITIONS OF THE CREDIT AGREEMENT (See Page 2).

Notwithstanding that this account is in the name of a Company, I personally guarantee payment of this account.

SIGNED _____

PRINTED NAME _____ DATE _____



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CREDIT AGREEMENT – PLEASE READ AND SIGN BELOW

1. TERMS OF SALE: Unless otherwise agreed, Rhoads Energy accounts will be invoiced twice a month (through the 15th and last day of the month). Each invoice is DUE and payment must be RECEIVED within 10 days of invoice date. Billing frequency may vary by invoice, product, amount or billing division. Acceptance of payment(s) for past due amounts shall not affect the terms of this agreement. **ANY SPECIAL BILLING CONSIDERATIONS MUST BE AGREED UPON IN WRITING BY RHOADS ENERGY.**
2. Fuel prices are subject to change at any time without notice. Fuel purchased from the cardlock system shall include applicable state fuel taxes unless exempt from tax pursuant to Pennsylvania Use Fuel Tax. Exemption from state taxes shall be granted only upon proof of exemption as required by Rhoads Energy. Customer shall retain full responsibility for payment of taxes should a taxable use arise, including cancellation or expiration of exemption permits.
3. Past due balances are assessed a FINANCE CHARGE of 1.5 % per month (ANNUAL PERCENTAGE RATE 18%) or the maximum rate authorized by law whichever is lower; MINIMUM FINANCE CHARGE \$0.50. Pending credits from product returns, exchanges, repurchases or otherwise shall not be deemed payment unless and until such credits have been approved by Rhoads Energy and are reflected on customer's invoice or statement.
4. Accounts may be placed on hold or on a C.O.D./cash only basis at our option without advance notice. In no event shall Rhoads Energy be liable for any consequential damages or other loss which may result from the exercise of its option under this section.
5. In the event any account is not paid when due, the prevailing party shall be entitled to recover reasonable attorneys fees and any court costs, including costs of appeal or other review. In the event your account is placed for collection with a collection agency, you agree to pay any collection fee that may be assessed in addition to all other amounts owing. Parties hereby acknowledge making this agreement in the State of Pennsylvania and agree that jurisdiction and venue for any suit brought to enforce any term(s) of this agreement and/or any other action(s) arising from or as a result of this agreement shall be in Lancaster County, State of Pennsylvania.
6. Rhoads Energy shall be entitled to rely upon verbal order or signature by you or your apparent representative on any invoice for any sale or service performed, and such authorization is presumed to establish your acceptance of and agreement to comply with the terms and conditions set forth herein, without exception.
7. This agreement shall be subject to acceptance by Rhoads Energy. **All new accounts are subject to credit approval. Payment terms and payment methods are by ACH, check or credit card. All Returned Checks and Returned Electronic Checks are subject to a \$35 fee.**
8. Designated Payment Locations: Payments should be mailed to P.O. Box 1198, Lancaster PA 17608-1198



PLEASE FILL OUT THIS FORM COMPLETELY. AN INCOMPLETE FORM MAY NOT BE PROCESSED. A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT OR TAX RETURN MAY BE REQUIRED. THE INFORMATION CONTAINED HERIN IS PROVIDED FOR THE PURPOSE OF OBTAINING CREDIT.

Applicant hereby acknowledges understanding and acceptance of the above terms and conditions of sale and authorizes investigation of any and all sources listed on this application as well as such credit bureau reports as Rhoads Energy may desire for the establishment and maintenance of a credit account.

AUTHORIZED REPRESENTATIVE	NAME & TITLE	DATE
X		

PERSONAL GUARANTY: To induce Rhoads Energy to enter into the above Credit Agreement with _____ (“Customer”), and for other valuable consideration, I/we, jointly and severally, personally and unconditionally guaranty all performance required by the Credit Agreement, including (without limitation) the prompt payment when due of all amounts now due or to become due under the terms of the Credit Agreement, payment of all costs and attorney fees incurred in collecting or attempting to collect monies due or otherwise enforcing any right with regard to the Credit Agreement or this Personal Guaranty, and I/we agree that jurisdiction and venue for any suit or action to enforce the terms of this Personal Guaranty shall be brought in Lancaster County Circuit Court, State of Pennsylvania. I/We consent to extensions of time to the Customer for payment, whether before or after maturity or default, and further agree that any or all of the obligations under the Credit Agreement may be changed in any other particular without notice and without in any manner releasing any guarantor from any liability. The undersigned acknowledge(s) and agree(s) that Rhoads Energy, in its sole discretion, may proceed against the undersigned (jointly and severally in the case of multiple guarantors) to collect any obligation covered by the Credit Agreement and Personal Guaranty without first or jointly proceeding against the Customer, and that the rights and obligations of this Personal Guarantee shall inure to the benefit of Rhoads Energy, its successors and assigns, and shall be binding on the undersigned guarantor(s), and his/her/their heirs and assigns. The undersigned consent(s) to Rhoads Energy obtaining each guarantor’s consumer credit report for the purpose of evaluating credit worthiness in connection with the credit application on page one (1) of this document.

INDIVIDUAL GUARANTOR #1
Print Name _____ Signature _____ Date of Birth ____/____/____ SS# _____ DL # _____

Address _____ City _____ State _____ Zip _____ Date ____/____/____

INDIVIDUAL GUARANTOR #2
Print Name _____ Signature _____ Date of Birth ____/____/____ SS# _____ DL # _____

Address _____ City _____ State _____ Zip _____ Date ____/____/____

Revised June 2013