



## KY Oil & Refining Company

156 KY Oil Village  
Betsy Layne, KY 41605  
Phone (606) 478-9501  
Fax (606) 478-9504

WE WOULD LIKE TO THANK YOU FOR CHOOSING KY OIL & REFINING AS A COMPANY WITH WHICH YOU WOULD LIKE TO DO BUSINESS. PLEASE FILL OUT THE APPLICATION COMPLETELY AND INCLUDE ALL FOUR (4) TRADE REFERENCES. WITHOUT THE REFERENCE SECTION AND THE SECURITY AGREEMENTS AT THE END, YOUR APPLICATION CANNOT BE PROCESSED, AND WILL BE AUTOMATICALLY DENIED.

IF YOU HAVE ANY QUESTIONS ABOUT THE APPLICATION, FEEL FREE TO CONTACT OUR OFFICE AT (606) 478-9501 MON-FRI 8:00 – 5:00.

THANK YOU,

### ACCOUNTS RECEIVABLE/CREDIT

DATE: \_\_\_\_\_ CREDIT LIMIT DESIRED: \$ \_\_\_\_\_  
ACCOUNT NAME: \_\_\_\_\_  
BILLING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### THIS SECTION FOR BUSINESS APPLICANTS ONLY

TYPE OF BUSINESS: \_\_\_\_\_  
ESTABLISHED IN THE STATE OF: \_\_\_\_\_ HOW LONG IN BUSINESS: \_\_\_\_\_  
TYPE OF OWNERSHIP: \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL  
HAS BANKRUPTCY EVER BEEN FILED? \_\_\_\_\_ IF SO, WHEN? \_\_\_\_\_

### OWNERS AND/OR OFFICERS

	NAME	TITLE	ADDRESS	PHONE
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

FEDERAL ID# \_\_\_\_\_ SALES TAX EXEMPT \_\_\_\_\_ YES \_\_\_\_\_ NO  
HIGHWAY USE TAX EXEMPT \_\_\_\_\_ YES \_\_\_\_\_ NO (ATTACH COPY OF CERTIFICATES)  
WILL PURCHASE ORDERS BE USED? \_\_\_\_\_ YES \_\_\_\_\_ NO,  
IF SO, WHOM DO WE CONTACT? \_\_\_\_\_ PHONE \_\_\_\_\_

### FOR PERSONAL ACCOUNT APPLICANTS ONLY

DRIVER'S LICENSE # \_\_\_\_\_ SS# \_\_\_\_\_

BANK REFERENCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

**TRADE REFERENCES**  
**(NO BANKS, CREDIT CARDS, OR INSURANCE COMPANIES)**

	NAME	TITLE	ADDRESS	PH#
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

**TERMS OF SALE & SECURITY AGREEMENT**  
**(TO BE SIGNED BY ALL APPLICANTS)**

THIS EXTENSION OF CREDIT IS CONSIDERED A CUSTOMER CONVENIENCE AND NOT A CREDIT ARRANGEMENT. IT IS AGREED, ALL INVOICES WILL BE PAID WITHIN 10 DAYS UNLESS OTHERWISE STATED ON INVOICE. ANY INVOICE NOT PAID IN ACCORDANCE WITH THESE TERMS SHALL BE CONSIDERED PAST DUE AND SUBJECT TO A 1.5% PER MONTH FINANCE CHARGE. ANY ACCOUNT WITH A PAST DUE BALANCE IS SUBJECT TO BEING TERMINATED WITHOUT NOTICE.

IN CONSIDERATION OF KORC EXTENDING CREDIT HEREUNDER, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AND UNCONDITIONALLY, GUARANTEE AND PROMISE TO PAY KORC, ON DEMAND, ANY AND ALL INDEBTEDNESS OF, \_\_\_\_\_ (APPLICANT'S NAME) TO KORC. THIS IS A CONTINUING GUARANTEE, AND THE OBLIGATOR CREATED HEREBY ARE UNAFFECTED BY ANY CHANGE IN THE TERMS OF THE ORIGINAL INDEBTEDNESS BETWEEN KORC AND THE ABOVE NAMED APPLICANT SAVE THAT OF PAYMENT. IT IS FURTHER AGREED THAT KORC SHALL HAVE A SECURITY INTEREST IN ALL OF THE GOODS PURCHASED FROM KORC UNTIL PAYMENT IS FULLY PAID ON ALL OUTSTANDING INVOICES.

I (WE) UNDERSTAND, ACKNOWLEDGE AND ACCEPT THE COMPANY TERMS OF SALE AND CERTIFY THE INFORMATION IS TRUE AND CORRECT.

IF THIS APPLICATION IS ACCEPTED, I (WE) AGREE TO BEAR ALL REASONABLE CHARGES INCURRED IN THE COLLECTING OF PAST DUE ACCOUNTS TO INCLUDE FINANCE CHARGES AND ANY AND ALL ATTORNEY OR COLLECTION FEES (33 1/3%). APPLICANTS SIGNATURE(S) ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICE IN ACCORDANCE WITH THE AFOREMENTIONED TERMS.

**CHOICE OF VENUE**

IF THERE IS A LAWSUIT, BY SIGNING THIS APPLICATION I AGREE UPON CREDITOR'S REQUEST TO SUBMIT TO THE JURISDICTION OF THE COURTS OF FLOYD COUNTY, COMMONWEALTH OF KENTUCKY. IN THE EVENT IT IS NECESSARY TO BRING SAID ACTION TO COLLECT ANY SUMS HEREUNDER, CUSTOMER SHALL BE LIABLE FOR REASONABLE ATTORNEY FEES AND COSTS.

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PERSONAL AGREEMENT  
(TO BE SIGNED BY ALL APPLICANTS)**

I, \_\_\_\_\_, RESIDING AT \_\_\_\_\_ FOR AND IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY REQUEST TO \_\_\_\_\_ (INDIVIDUAL) \_\_\_\_\_ (TITLE), HEREBY PERSONALLY GUARANTEE TO YOU THE PROMPT AND FULL PAYMENT TO KORC, ANY AND ALL OBLIGATIONS OF THE COMPANY I REPRESENT. THIS GUARANTEE IS A PERSONAL GUARANTEE AS WELL AS A BUSINESS AGREEMENT. THIS PERSONAL GUARANTEE WILL EXPIRE ON \_\_\_\_\_ AND WILL HAVE A CREDIT LIMIT OF \$\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

**KENTUCKY OIL AND REFINING COMPANY & SUBSIDIARIES**

**AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENT (DEBITS)**

**CUSTOMER NAME:** \_\_\_\_\_ (hereinafter called **CUSTOMER**)

**CUSTOMER TAX ID NUMBER:** \_\_\_\_\_ **CUSTOMER EFT CONTACT** \_\_\_\_\_

**CUSTOMER FAX NUMBER:** \_\_\_\_\_ **CONTACT PHONE NUMBER** \_\_\_\_\_

**CUSTOMER** hereby authorizes **KENTUCKY OIL AND REFINING COMPANY & SUBSIDIARIES** hereinafter collectively called **COMPANY**, to initiate electronic funds transfers (“EFT”) for (1) withdrawal of funds (“Debit Entries”) to effect payment by **CUSTOMER** and (2) payment to **CUSTOMER** (“Credit Entries”) by **COMPANY**. **CUSTOMER** also authorizes **COMPANY** to originate debit entries and credit entries for adjustment of erroneous entries. **CUSTOMER** represents and warrants that the accounts designated below are for commercial purposes and will only be used for such purposes during the term of this authorization, and **CUSTOMER** shall indemnify and hold **COMPANY** harmless for any damages, costs, or expenses that it may incur should this representation and warranty not be true at any time during the existence of this authorization.

**CUSTOMER** hereby authorizes the Bank (s)/Financial Institution (s) names below, hereinafter referred to as **BANK**, to make EFT Debit Entries, Credit Entries and adjustments of erroneous entries initiated by **COMPANY** from or to the bank account (s) designated below.

**BANK NAME:** \_\_\_\_\_ **NEW** \_\_\_\_\_ **REVISED** \_\_\_\_\_  
\_\_\_\_\_ **BRANCH** \_\_\_\_\_

**BANK ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**BK TRANSIT/ABA NUMBER** \_\_\_\_\_ **ACCOUNT NUMBER** \_\_\_\_\_

This authorization becomes effective on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_ and shall continue so long as **CUSTOMER** has a relationship with **COMPANY**.

**CUSTOMER** agrees to maintain sufficient funds in the above-designated bank account (s) to pay EFT Debit Entries when initiated. If any debit to **CUSTOMER’S** account should fail to be honored by **BANK** due to insufficiency of the available funds, **COMPANY** shall be entitled to recover from **CUSTOMER** all fees and charges imposed by **BANK** and other reasonable administrative fees by reason thereof and **CUSTOMER** shall forfeit any discounts or other allowances applicable to the transaction (s) giving rise to such dishonor. Any such occurrence of dishonor may result in termination of **CUSTOMER’S** open credit line. All credit terms and other terms and provisions between **CUSTOMER** and **COMPANY** shall remain in full force and effect. Nothing in this agreement shall obligate **COMPANY** to withdraw from or credit **CUSTOMER’S** account by EFT.

This Authorization supersedes any previously executed authorization regarding Electronic Funds Transfer (EFT). All terms and provisions of various agreements between **CUSTOMER** and **COMPANY** remain in effect, unaffected hereby.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

(Printed Name: \_\_\_\_\_)

**IF YOU HAVE QUESTIONS PLEASE CALL (606) 478-9501**

**NOTE: PLEASE ATTACH A VOIDED CHECK OR DEPOSIT SLIP FOR THE BANK ACCOUNT IDENTIFIED ABOVE**  
*OFFICE USE ONLY*

**COMPANY ID NUMBER (S):** \_\_\_\_\_ **DATE OF CHANGE:** \_\_\_\_\_

# LEASE AGREEMENT

This lease agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Kentucky Oil & Refining Company**, 156 Kentucky Oil Village, Betsy Layne, Kentucky 41605 (hereinafter referred to as **KORC**) and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as Lessee).

Whereas, KORC is in the fuel supplier business and Lessee is in the \_\_\_\_\_ business and Lessee wants to purchase bulk deliveries fuel from **KORC**.

Further, Lessee agrees to lease bulk storage tanks and/or equipment (see Schedule A) for the exclusive use of storing the deliveries from **KORC**, for the lease amount of One Dollar (\$ 1.00) per year, receipt is hereby acknowledged.

The term of this lease is for one year beginning with the date of this lease. This lease will be automatically renewed from year to year unless terminated by either of these parties. This lease can be terminated by either party by giving a 10 day written notice of said intention of lease termination. Mailed to the address contained in this lease.

Lessee agrees only to store fuel purchased from **KORC** in this leased tank. Storing products purchased from outside parties not contained in this lease will automatically terminate this lease agreement.

Lessee agrees to safeguard the tank and/or equipment in such a way as to prevent any misuse (normal wear and tear accepted) of the tank and/or equipment and prevent spillage or leakage of products. Misuse will be evaluated on a case by case basis by **KORC** maintenance personnel. Also, Lessee assumes all responsibility for the tank and/or equipment while in their possession and agrees to hold **KORC** harmless for any liability arising from the use of the tank or for spillage or leakage of product(s) stored in the tank.

Agreement of the terms and conditions aforementioned attested to by the affixing of signatures the day and year above mentioned.

Lessee: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Kentucky Oil & Refining Company**

By: \_\_\_\_\_

Title: \_\_\_\_\_

# LEASE AGREEMENT

## Schedule A

The following equipment is being leased to \_\_\_\_\_ and becomes a part of the lease agreement dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Quantity	Serial Number	Description
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Lessee:

\_\_\_\_\_