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Knoxville, TN 37909
Phone (865) 769-8091
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156 KY Oil Village
Betsy Layne, KY 41605
Phone (606) 478-9501
Fax (606) 478-9504

WE WOULD LIKE TO THANK YOU FOR CHOOSING UNIVERSAL TOTAL LUBRICANTS 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 30 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 UTL EXTENDING CREDIT HEREUNDER, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AND UNCONDITIONALLY, GUARANTEE AND PROMISE TO PAY UTL, ON DEMAND, ANY AND ALL INDEBTEDNESS OF, _____ (APPLICANT'S NAME) TO UTL. THIS IS A CONTINUING GUARANTEE, AND THE OBLIGATOR CREATED HEREBY ARE UNAFFECTED BY ANY CHANGE IN THE TERMS OF THE ORIGINAL INDEBTEDNESS BETWEEN UTL AND THE ABOVE NAMED APPLICANT SAVE THAT OF PAYMENT. IT IS FURTHER AGREED THAT UTL SHALL HAVE A SECURITY INTEREST IN ALL OF THE GOODS PURCHASED FROM UTL 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 UTL, 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: _____

UNIVERSAL TOTAL LUBRICANTS & 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 **UNIVERSAL TOTAL LUBRICANTS & 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 **Universal Total Lubricants**, 156 Kentucky Oil Village, Betsy Layne, Kentucky 41605 (hereinafter referred to as **UTL**) and

(hereinafter referred to as Lessee).

Whereas, **UTL** is in the lubricant supplier and reseller business and Lessee is in the _____ business and Lessee wants to purchase bulk deliveries lubricants from **UTL**.

Further, Lessee agrees to lease bulk storage tanks and/or equipment (see Schedule A) for the exclusive use of storing the deliveries from **UTL**, 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 lubricants purchased from **UTL** 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 **UTL** maintenance personnel. Also, Lessee assumes all responsibility for the tank and/or equipment while in their possession and agrees to hold **UTL** 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: _____

Universal Total Lubricants

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:
