



Please send completed credit applications to:
 CPD Alaska, LLC.
 201 Arctic Slope Avenue, Anchorage, AK 99518
 Phone: 907.777.5939 or 777.5504
 Toll free: (866) 770-5587
 Fax: 907-777-5553
 www.cpdalaska.com

APPLICATION FOR BUSINESS CHARGE ACCOUNT

(NOT for personal or household use)

Credit Line Requested (Minimum \$1,500.00): \$ _____ Account Type? Freight Fuel

Type of Fuel (Check all that apply)

- HF#1 Unlead Propane
- HF#2 AVGas Bulk
- Diesel Jet A Other _____

Branch /Location where Fuel/Services will be purchased (Check all that apply)

- Aniak Galena Juneau McGrath St. Mary's
- Bethel Glennallen Kenai Nenana (freight) Talkeetna
- Delta Junction Hooper Bay Ketchikan Nome Valdez
- Fairbanks Iliamna Kotzebue Palmer Wasilla

APPLICANT INFORMATION

Name: _____

List all Trade Names, DBA's, Divisions or Subsidiaries: _____

Ship To Address: _____ City: _____ State: _____ Zip: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Account Contact: _____

Applicant agrees that any credit extended by CPD Alaska, LLC dba "Crowley," "Anderes Oil" or "Taku Oil" will be business or trade debt, and Applicant represents and warrants that any Product now or hereafter purchased by Applicant from CPD Alaska, LLC shall not be for personal, family or household use.

Type of Business: _____ How Long in Business/Years Established: _____

If Out of State, Date Registered with the State of Alaska: _____

Estd. Annual Sales: _____ Federal Tax ID No. (if applicable) _____

Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy)

Sole Proprietorship: Owner _____ Social Security Number: _____

Partnership (List ALL partners. Use additional sheet if necessary.)

Partner _____ Social Security Number: _____

Partner _____ Social Security Number: _____

Corporation LLC (List Manager and ALL members. Use additional sheets if necessary.)

President: _____ Manager: _____

Vice President: _____ Member: _____

Secretary: _____ Member: _____

Treasurer: _____ Member: _____

Applicant must submit a current financial statement. Is a financial statement attached? Yes No

Is the financial statement a **reviewed** financial statement? Yes No **Audited?** Yes No



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BUSINESS/CREDIT HISTORY

Have you or any company you have owned been involved as a debtor and/or guarantor in any of the following: (circle answer)

- 1. Bankruptcy? Yes No
- 2. Foreclosure? Yes No
- 3. Suits, Judgments, or Liens? Yes No
- 4. Garnishment or Attachment? Yes No
- 5. Accounts Receivable Pledged as Security? Yes No
- 6. Any other form of business compromise (assignment for the benefit of creditors, etc.)? Yes No
- 7. Are any of the foregoing presently pending or threatened? Yes No

If yes, please identify and explain: _____

BANK REFERENCES

I/We hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Bank & Branch (list primary bank first)	Address & Telephone No.	Contact	Type of Account	Credit Limit
1.				
2.				
3.				

TRADE REFERENCES / INFORMATION

Name of Entity	Contact Name	Address & Telephone No.
1.		
2.		
3.		

AUTHORIZED USERS Please list all persons authorized to charge on this account.

Full Name	Title
1.	
2.	
3.	

The undersigned applicant (“Applicant”) submits this Charge Account Application (“Application”) to CPD Alaska, LLC and requests that CPD Alaska, LLC (“Crowley,” “Taku Oil” or “Anderes Oil”) establish a charge account for Applicant under the terms of the attached Business Charge Account Terms and Conditions. All information provided in this Application is for the purpose of obtaining credit. Applicant hereby authorizes CPD Alaska, LLC to investigate all references and customary credit information sources, including consumer credit reporting agencies, regarding Applicant’s credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Each person signing this Application on behalf of a corporation, LLC, partnership or other business entity personally represents and warrants that he/she has the authority to sign on behalf of such corporation, LLC, partnership or other business entity. Applicant and each person signing this Application on behalf of Applicant personally represents and warrants that the information contained herein or otherwise supplied by Applicant to CPD Alaska, LLC in connection with this Application is true and accurate. **APPLICANT HAS READ AND AGREES TO THE FOREGOING AND THE ATTACHED BUSINESS CHARGE ACCOUNT TERMS AND CONDITIONS.**

Name of Applicant: _____

Authorized Signature of Applicant: _____ Date: _____

Printed Name of Person Signing for Applicant: _____ Title: _____



CROWLEY
CrowleyFuels.com



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Delivery Authorization

Customer Name: _____

Account No. _____

TYPE OF FUEL: please indicate which product applies: **Heating Oil** _____ **Propane** _____

HEATING OIL INFORMATION:

Tank Size: _____ gals Underground or Above Note: _____
Tank Size: _____ gals Underground or Above Note: _____

If your domestic water pre-heated by your heating system? Y or N (circle one)

KEEP FULL SERVICE: _____ OR WILL CALL _____ (check one)

PROPANE INFORMATION:

Tank Size: _____ please circle one: Crowley Owned OR Customer Owned

KEEP FULL SERVICE: _____ OR WILL CALL _____

Delivery Location (physical address): _____

Directions:

AUTOMATIC DELIVERY SERVICE AUTHORIZATION

I/We agree that Crowley shall be responsible for damage resulting from its failure to deliver fuel, or for an inadequate supply of fuel, when it is the result of Crowley's negligence. Without limiting the foregoing, Crowley shall not be liable for any damages resulting from Customer's negligence or Customer's failure to inform Crowley of significant changes in fuel consumption at least 30 days in advance.

Customer Name (printed): _____ **Title:** _____

Signature: _____ **Date:** _____

AUTOMATIC DELIVERY SERVICE CANCELLATION

In the event I/we desire to terminate Automatic Delivery Service with Crowley effective upon receipt by Crowley.

Customer Name (printed): _____ **Title:** _____

Signature: _____ **Date:** _____



BUSINESS CHARGE ACCOUNT TERMS AND CONDITIONS

These Business Charge Account Terms and Conditions (“Terms and Conditions”) govern any charge account established by CPD Alaska, LLC for Applicant. **READ THEM CAREFULLY.** Applicant agrees as follows:

1. CPD Alaska, LLC is under no obligation to establish a charge account for Applicant, and no charge account will be established unless and until this Application is approved in a writing signed by CPD Alaska, LLC. The credit limit on any charge account established for Applicant will be such amount as CPD Alaska, LLC may set in its sole discretion, and CPD Alaska, LLC may upon written notice at its sole discretion change that limit at any time and from time to time. CPD Alaska, LLC may upon written notice at its sole discretion and at any time terminate or suspend any charge account established for Applicant.
2. Unless CPD Alaska, LLC otherwise agrees in writing, Applicant shall not exceed the credit limit set by CPD Alaska, LLC for any charge account established for Applicant.
3. Applicant authorizes CPD Alaska, LLC to utilize credit reporting agencies to obtain reports on Applicant in connection with this Application and from time to time in connection with the review of any charge account established for Applicant. As a condition to evaluating this Application, and so long as Applicant has a charge account with CPD Alaska, LLC, Applicant shall provide CPD Alaska, LLC with such financial information as CPD Alaska, LLC may from time to time request, including without limitation an income statement and balance sheet. Applicant authorizes CPD Alaska, LLC and CPD Alaska, LLC’s parent, subsidiary, and affiliated companies to investigate, verify, acquire, retain, and use for CPD Alaska, LLC’s internal purposes any and all information provided by Applicant in connection with this Application and any and all other information received by CPD Alaska, LLC from whatever source relevant to this Application or any charge account established for Applicant.
4. Applicant will have a continuing obligation to amend and/or supplement the information provided by Applicant in or in connection with this Application as necessary to update or correct any previously-supplied information that has changed or become misleading in any material respect. CPD Alaska, LLC shall have a continuing right to investigate and verify all information provided by Applicant. Notwithstanding such right, Applicant shall promptly notify CPD Alaska, LLC of any material change in Applicant’s financial condition, and failure to so notify CPD Alaska, LLC shall be a material breach of these Terms and Conditions.
5. If a charge account is established for Applicant, Applicant authorizes CPD Alaska, LLC to disclose information concerning such charge account to credit agencies and other proper recipients.
6. Applicant agrees to defend, indemnify and hold harmless CPD Alaska, LLC and its shareholders, employees, officers, directors, agents, parent and subsidiary and affiliated corporations, subcontractors, attorneys, insurers, successors and assigns, and all third persons furnishing information in connection with this Application or any charge account established for Applicant, from all claims, damages, expense or liability arising out of (1) the investigation, verification, acquisition, retention, or use by CPD Alaska, LLC or CPD Alaska, LLC’s parent or subsidiary or affiliated corporations of information in or in connection with this Application or any charge account established for Applicant; (2) the furnishing by third persons of information in connection with this Application or any charge account established for Applicant; or (3) the disclosure to credit agencies or other proper recipients of information concerning any charge account established for Applicant.
7. Applicant agrees to pay for all fuel or other goods and services (collectively “Product”) purchased from CPD Alaska, LLC in accordance with such terms as are hereafter imposed by CPD Alaska, LLC in connection with the sale of such Product. Without limiting the foregoing, Applicant shall be unconditionally responsible for all charges for Product for which credit has been extended to Applicant.
8. If a charge account is established for Applicant, then so long as Applicant does not exceed Applicant’s credit limit and is not otherwise in default of any Obligations (defined below) to CPD Alaska, LLC, and unless CPD Alaska, LLC imposes different terms in connection with the sale of Product, Applicant will not be required to pay for Product at the time of sale. Applicant will receive a monthly statement or invoice for all purchases made on Applicant’s charge account, and Applicant shall pay the entire amount of such statement or invoice within thirty (30) days from the date of such statement or invoice, without deduction, setoff, or counterclaim of any kind. In the event payment is not received by CPD Alaska, LLC as and when required under these Terms and Conditions, and in addition to any other rights and remedies CPD Alaska, LLC may have by reason of Applicant’s default, CPD Alaska, LLC may at its option, charge interest on all delinquent amounts due from Applicant at the lesser of 18% per annum or the maximum rate of interest permitted under AS 45.45.010(b). In no event shall the interest exceed the maximum rate of interest allowed by law. A \$25 fee will be added to all account balances for each returned check.
9. All payments by Applicant to CPD Alaska, LLC may be applied by CPD Alaska, LLC to any amounts owed by Applicant, regardless of when such amounts were incurred, and regardless of any contrary intent by Applicant at the time of payment. At any time that CPD Alaska, LLC owes credits, refunds, or other amounts to Applicant, such amounts may be recouped and offset against any amounts owed by Applicant to CPD Alaska, LLC, regardless of whether the amounts owed by CPD Alaska, LLC arose of the same transaction as the amounts owed by Applicant.
10. In the event Applicant fails to pay for amounts owing on any charge account established for Applicant as and when such amounts are due, then in addition to any other rights or remedies CPD Alaska, LLC may have under these Terms and Conditions or any other agreement with Applicant or at law or in equity:
 - (a) Applicant shall pay all attorney fees and other costs of collection incurred by CPD Alaska, LLC, and such amounts shall be added to the principal balance owing on Applicant’s charge account; and/or
 - (b) CPD Alaska, LLC may declare Applicant’s entire account balance to be immediately due and payable; and/or
 - (c) CPD Alaska, LLC may terminate or suspend Applicant’s charge account; and/or
 - (d) CPD Alaska, LLC may refuse to sell any further Product to Applicant.
11. CPD Alaska, LLC may choose not to exercise or to delay enforcement of any of its rights under these Terms and Conditions without losing them. CPD Alaska, LLC may waive credit limits, payment due dates, or any other provision of these Terms and Conditions, but any such waiver (even if repeated) shall apply only to the provision waived and only to those occasions on which the waiver is granted, and shall not establish a course of dealing or of performance on any other occasion.
12. Applicant agrees to notify CPD Alaska, LLC in writing and by certified mail of any change in ownership, name or trade name, or business structure of Applicant under which credit is established.
13. No terms or conditions of any purchase order or other document from Applicant will become part of this Application (including without limitation these Terms and Conditions) or any agreement under which Product is sold to Applicant, except and only to the extent that such terms and conditions are expressly agreed to in a writing signed by CPD Alaska, LLC. In no event shall preprinted terms and conditions contained in Applicant’s documents modify or add to this Application or any agreement under which CPD Alaska, LLC sells Product to Applicant. This Application may not be modified except by a subsequent writing signed by CPD Alaska, LLC.
14. This Application, including these Terms and Conditions, and any credit extended to Applicant, shall be governed by, construed and enforced in accordance with the laws of the State of Alaska, and Applicant agrees that jurisdiction and venue in any suit arising out of or relating to this Application or any credit extended to Applicant shall be exclusively in the state or federal courts at Anchorage, Alaska.