



# BUSINESS CREDIT APPLICATION

TO SUBMIT Fax: 405.463.3954 E-mail: retailcreditapp@loves.com  
10601 N. Pennsylvania · Oklahoma City, OK 73120 · 800.655.6837

Credit Account Requested:  Direct Bill  Love's Express  Tire Care Express

## APPLICANT INFORMATION

Legal Business Name (Include Trade Names, DBA's, Divisions & Subsidiaries) \_\_\_\_\_

Physical Address: \_\_\_\_\_ Phone # \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax # \_\_\_\_\_ Cell # \_\_\_\_\_

Billing Contact: \_\_\_\_\_ Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Type of Business: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_ In Business Since: \_\_\_\_\_

Sales Tax Exempt? (circle) No Yes (If Yes, enclose tax certificates and description) Federal Tax ID# \_\_\_\_\_

Current Financials? (circle) No Yes (If Yes, enclose current financials) Amount of Credit Requested: \_\_\_\_\_

Listed on Dun & Bradstreet? (circle) No Yes D&B # \_\_\_\_\_ **\*\*\*Financials required for request over \$10,000.\*\*\***

## PROPRIETORS, PARTNERS, CORPORATE OFFICERS

Business Structure:  Sole Proprietor  Partnership  Corporation/LLC  Local Government

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security # \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security # \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security # \_\_\_\_\_

## AUTHORIZED FLEET CONTACT

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Cell # \_\_\_\_\_ Fax # \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

## BANK REFERENCE

Bank Name: \_\_\_\_\_ Account # \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_ Fax # \_\_\_\_\_

## CREDIT REFERENCE

Business Name: \_\_\_\_\_ Account # \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_ Fax # \_\_\_\_\_

Business Name: \_\_\_\_\_ Account # \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_ Fax # \_\_\_\_\_

Business Name: \_\_\_\_\_ Account # \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_ Fax # \_\_\_\_\_

## BANK/EFT AUTO-PAY INFORMATION

Agreed Account:  Checking  Savings Account # \_\_\_\_\_ Bank Transit / ABA # \_\_\_\_\_

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

(Love's Tire Care Express requires automatic EFT withdrawal) Phone # \_\_\_\_\_

## ACCOUNT TYPE (Select One)

### FUEL

Card(s) Cardless:  RFID  Start Code

Number of Card(s): \_\_\_\_\_ Number of RFID Tag(s) Needed: \_\_\_\_\_

### TIRE CARE EXPRESS / LIGHT MECHANICAL

TCE Charge Account – Tire Care / Light Mechanical Repair

## VEHICLE / DRIVER INFORMATION

Unit / Truck # (5 Character Limit)	Trailer # (6 Character Limit)	Driver Name (16 Character Limit)	Driver ID (6 Character Limit)	Product / Services (Select from Below)
				1 2 3 4 5 6 7 8 9
				1 2 3 4 5 6 7 8 9
				1 2 3 4 5 6 7 8 9
				1 2 3 4 5 6 7 8 9
				1 2 3 4 5 6 7 8 9

**Product Types:** 1. All Fuel Types 2. Unleaded 3. CNG 4. Reefer Diesel 5. Diesel & DEF 6. Scales 7. Tires & Care 8. Light Repair 9. All Fuel Types & Food/Merchandise

**CREDIT AGREEMENT**

When you ("you," "your" and "Customer" means the owner, officer, or partner of the company with the authority to bind the company to the terms and conditions of this offer and agreement and who is agreeing to the terms on their own behalf and that of the company) respond to this credit offer, you agree to the following. Customer certifies this credit application and agreement is for the extension of credit for the business purposes of the applicant only and not for personal, family or household purposes. BY SUBMITTING THE APPLICATION, CUSTOMER CERTIFIES AND WARRANTS (i) ALL INFORMATION IS TRUE AND CORRECT, (ii) IT HAS READ AND AGREED TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN, AND (iii) IT HAS THE AUTHORITY TO PERMIT LOVE'S TO ISSUE CUSTOMER'S CREDIT CARD CONTAINING THE COMPANY NAME PROVIDED IN THE APPLICATION.

**ACCOUNT ESTABLISHMENT:** Customer and any owners, partners, officers and/or members signing this agreement or guarantee hereby authorize Love's Travel Stops & Country Stores, Inc. ("Love's") to contact and investigate, at any time, any references and customary credit information sources regarding my/our credit and financial responsibility for (i) the purpose of Customer obtaining credit hereunder, and (ii) the purpose of maintaining credit privileges. Customer agrees that Love's may disseminate information relating to Customer and/or any of its owners, partners, officers and/or members signing this agreement or guarantee, and may distribute such information to affiliates and third parties. In the event of a Customer change in ownership, business name or business structure under which credit is established, Customer must immediately notify Love's of such change in writing, by certified mail. If an account is established, Love's does not warrant or guarantee the availability of credit at or for any certain time period. At any time, Love's may decline, modify terms, or require additional credit security in order to provide the products or services desired by Customer. Love's may limit the number of dollar amount of purchases Customer can make in any particular amount of time. Love's may also decline any particular charge to Customer's account for any reason. Customer will be assigned a credit limit that Love's may increase or decrease from time to time. If Love's approves a purchase that makes Customer go over its credit limit, Love's does not give up any rights under this agreement and Love's does not treat it as an increase to Customer's credit limit.

**CARD:** Love's may issue and/or renew a card or other payment device or method in connection with this agreement (collectively, "Card"). The Card shall be and remain property of Love's at all times. Love's reserves the right to replace, interrupt or terminate Customer's Card, or the use thereof, at any time and for any reason, and Customer hereby agrees to surrender the Card at the request of Love's. Customer shall be responsible for ensuring that the Card is used solely for Customer's business purposes and that such use complies with Customer's business policies, the terms of this agreement and applicable law. All authorized representatives are bound by this agreement. Customer and its authorized representatives agree not to allow anyone else to use the Card. Customer will be responsible for paying all charges resulting from Card transactions.

**PAYMENT & CREDIT TERMS:** Customer assumes responsibility for honoring all credit extended under this agreement. Customer and each guarantor listed below unconditionally, jointly and severally guarantee full and prompt payment of all Love's invoices. All amounts due for purchases from Love's will be invoiced to Customer in written and/or electronic form and are payable as stated thereon. Except for properly disputed charges hereunder, all payments are due no later than the date specified on the applicable invoice. In the event payment is not made as required by this agreement, Love's may suspend or terminate Customer's account and/or assess a service charge on delinquent invoices of 1.5% per month (or 18% per annum) or the highest legal rate, whichever is less. Customer must notify Love's in writing of any disputed charges no later than the due date of the applicable invoice, unless otherwise agreed by the parties. All charges not so disputed shall be deemed accurate, and any dispute by Customer is thereafter forfeited and waived. Dispute notices must state: Customer's name and account number; the amount of the disputed charge; explanation of the dispute; and a copy of the invoice containing the disputed charge.

**CLOSING ACCOUNT:** Customer may close an account at any time by sending Love's an account closure request either by letter to 10601 N. Pennsylvania Ave., Oklahoma City, OK 73120 Attn: Credit Department or by email to credit@loves.com. Love's may close Customer's account at any time, for any reason. If Customer's account is closed, Customer must stop using it, but Customer must still pay the full amount owed and this agreement will remain in effect until Customer does so.

**WARRANTY:** Love's warrants that products and services will be materially consistent with the written description provided, and Love's will replace a product or service that does not conform to such warranty without charge. Products may be warranted by the manufacturer, which will supersede any warranty provided by Love's. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. LOVE'S EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** Love's liability to Customer for products and/or services not materially conforming to the written description provided is limited to Love's obligation of replacement as described above. Such replacement shall be the sole and exclusive remedy available for any such non-conformance. In no event shall Love's be liable for cost of procurement of substitute goods, loss of profits, or for any other special, consequential, incidental or punitive damages, however caused. Any action by Customer for an alleged breach of any contract of sale or of the above stated warranty must be commenced within one year after delivery of the products and/or performance of the services

**INDEMNIFICATION: CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LOVE'S, ITS AFFILIATES AND EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LIENS, DAMAGES, FINES, INTEREST OR PENALTIES, LOSSES, JUDGMENTS, SETTLEMENTS, AND COMPROMISES OF ANY NATURE OR KIND, INCLUDING ALL COSTS AND EXPENSES RELATING THERETO (INCLUDING ATTORNEYS' FEES), RELATED TO OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, (I) PURCHASES MADE ON CUSTOMER'S ACCOUNT, INCLUDING UNAUTHORIZED USE OF A LOST OR STOLEN CARD WHICH OCCUR PRIOR TO CUSTOMER'S NOTIFICATION TO LOVE'S OF SUCH LOSS OR THEFT, AND/OR (II) NEGLIGENCE OR IMPROPER USE OF A PRODUCT OR SERVICE.**

**GOVERNING LAW & JURISDICTION:** Customer agrees that this agreement is entered into in Oklahoma County, State of Oklahoma and is to be governed, construed by, and enforced under the laws of the State of Oklahoma, without regard to the conflict of law provisions thereof. Customer consents to the exclusive jurisdiction of the state and federal courts of the State of Oklahoma, and Customer agrees that any litigation, suit or proceeding arising out of or related to this agreement, or arising out of any aspect of the relationship between the parties or termination thereof, shall be brought in courts located in Oklahoma County, Oklahoma. In the event of default or if this account is turned over to an agency and/or an attorney for collection, Customer agrees to pay all reasonable attorneys' fees and/or costs of collection incurred (whether or not suit is filed) by Love's to enforce the terms of this agreement.

**MISCELLANEOUS:** Fees, payment terms and all other terms of this agreement may be modified by Love's with notice. Customer's continued use of the account after notification of such modification constitutes acknowledgement and acceptance of the modification. This agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings between the parties, whether oral or written, and may only be amended by written agreement signed by both parties. The parties agree that the provisions above shall survive any breach of the agreement, or termination or suspension of credit provided hereunder.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**THE SIGNATURE OF CUSTOMER'S AUTHORIZED REPRESENTATIVE(S) ATTESTS CUSTOMER'S FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO ABIDE BY AND PAY IN ACCORDANCE WITH THE ABOVE TERMS.**

(Application cannot be processed without a signature)

Company / Customer Name: \_\_\_\_\_

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

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

**PERSONAL GUARANTY**

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Love's Travel Stops & Country Stores, Inc. ("Love's") to the applicant described above ("Customer"), the undersigned ("Guarantors") individually, jointly and severally, unconditionally guarantee(s) to Love's the full and prompt payment and performance by Customer of all obligations which Customer presently or hereafter may have to Love's. Guarantors agree to indemnify Love's against any losses Love's may sustain and expenses Love's may incur as a result of any failure of Customer to perform any of its obligations under any agreement and/or any failure of any of the Guarantors to perform their respective obligations under this Personal Guaranty, including reasonable attorneys' fees, and against all costs and other expenses incurred in collecting or compromising any indebtedness of Customer guaranteed hereunder and in enforcing this Personal Guaranty against Guarantors. This shall be a continuing guarantee of payment and performance and shall not be relieved for any reason other than full payment of indebtedness guaranteed hereunder. Diligence, demand, protest and notice of any kind, as well as all other defenses available to sureties and/or guarantors are hereby waived by Guarantors. This Personal Guaranty shall inure to and be binding on Guarantors' heirs, successors and assigns and shall remain in full force until Guarantors deliver to Love's written notice revoking this Personal Guaranty as to indebtedness incurred subsequent to delivery of such notice. Such notice shall not relieve Guarantors of any obligations under this Personal Guaranty with respect to indebtedness incurred prior to the delivery of the notice. The Guarantors, each recognizing that his or her individual credit history may be a necessary factor in the evaluation of the proposed credit to be extended to Customer and this Personal Guaranty, hereby individually consent to and authorize Love's to obtain a consumer credit report on themselves, from time to time as Love's may reasonably deem necessary or appropriate.

Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_ Social Security # \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_ Social Security # \_\_\_\_\_ Date: \_\_\_\_\_

*The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, 600 Pennsylvania Avenue, NW, Washington, DC 20580 (202)326-2222.*