



CREDIT APPLICATION

Please submit signed and completed credit applications to our Credit Department.

PLEASE CHECK

Anchorage Fairbanks Prudhoe Bay

The undersigned hereby applies for credit with **Delta Western, LLC dba Inlet Energy** for the business entities identified below, all of whom shall be identified as Customer(s). The person making application for such credit warrants that he / she is and owner, officer and / or director of each business entity for which credit is being requested, and further warrants that he / she has been specifically authorized to bind each such business entity to this Credit Application and to the terms and conditions of the Credit Agreement if Credit is extended.

Credit Limit Requested: \$ _____ Do any other officers / partners of corporation have any other credit arrangements with Inlet Energy? Yes No

If yes, please provide name: _____

BUSINESS ENTITIES

Name of Business Entity: _____

Address : _____	Contact : _____
City/State/Zip : _____	Title : _____
Telephone : _____	Tax I.D. : _____
Facsimile : _____	Note : _____

P.O. # Required: Yes No Authorized Signers: _____

OWNERS / CORPORATE OFFICERS / PARTNERS

1. Name: _____	Position: _____	U.S. Citizen? _____
Home Address: _____	Social Security #: _____	<input type="checkbox"/> Officer <input type="checkbox"/> Partner
City/State/Zip: _____	Home Phone: () _____	
2. Name: _____	Position: _____	U.S. Citizen? _____
Home Address: _____	Social Security #: _____	<input type="checkbox"/> Officer <input type="checkbox"/> Partner
City/State/Zip: _____	Home Phone: () _____	
3. Name: _____	Position: _____	U.S. Citizen? _____
Home Address: _____	Social Security #: _____	<input type="checkbox"/> Officer <input type="checkbox"/> Partner
City/State/Zip: _____	Home Phone: () _____	

BANK REFERENCE

Bank Name : _____	Telephone : _____
Branch : _____	Facsimile : _____
Address : _____	Contact : _____
City/State/Zip : _____	Title : _____
Type of Credit Extended : _____	Checking Account # : _____

TRADE REFERENCES

Name : _____	Telephone : _____
Address : _____	Facsimile : _____
City/State/Zip : _____	Account # : _____
Name : _____	Telephone : _____
Address : _____	Facsimile : _____
City/State/Zip : _____	Account # : _____
Name : _____	Telephone : _____
Address : _____	Facsimile : _____
City/State/Zip : _____	Account # : _____

CREDIT AGREEMENT

The Customer identified below ("Customer") understands that it is the policy of **Delta Western, LLC dba Inlet Energy** to require payment of all charges prior to delivery of goods and/or services. **Delta Western, LLC dba Inlet Energy** agrees to alter this policy as to Customer subject to the following terms and conditions of the Credit Agreement, which is expressly understood to be an agreement strictly for business, commercial or agricultural (including fisheries) purposes pursuant to 15 USC §§1601 *et seq.*, and not primarily for personal, family or household purposes.

1. Customer shall complete and sign this Credit Agreement and the attached Credit Application. Customer understands that **Delta Western, LLC dba Inlet Energy** will rely upon this information and warrants that all information provided is both accurate and complete. Further, Customer agrees that if, at any time subsequent to the execution of this Credit Agreement and Credit Application, there shall be a change in its financial position which is both reasonably material and is adverse, it shall immediately inform **Delta Western, LLC dba Inlet Energy** and not thereafter utilize credit extended to it pursuant to this Credit Agreement.

2. **Delta Western, LLC dba Inlet Energy** is hereby authorized to access credit information relating to Customer from any source in order to evaluate the creditworthiness of Customer, and shall have the right to access such information upon application as well as all times thereafter. Customer hereby directs all entities identified on the face of this document or which otherwise possess information relating to the creditworthiness of Customer to fully release such information to **Delta Western, LLC dba Inlet Energy**. To the extent that any entity requires authorization in writing from Customer for release of such information, a photocopy of this document shall be deemed sufficient.

3. If, following investigation and evaluation of the creditworthiness of Customer, **Delta Western, LLC dba Inlet Energy** agrees to extend credit to Customer, **Delta Western, LLC dba Inlet Energy** shall issue a letter to Customer stating that it is willing to extend credit to Customer pursuant to this Credit Agreement, identifying the limits to which credit will be extended and adding any other conditions which it feels to be necessary. Said Credit Acceptance Letter shall be deemed a part of and fully incorporated into this Credit Agreement.

4. Thereafter, **Delta Western, LLC dba Inlet Energy** will extend credit to Customer up to the dollar limits stated in the Credit Acceptance Letter. Should outstanding charges owed by Customer to **Delta Western, LLC dba Inlet Energy** exceed the credit limit, the balance of the account in excess of the credit limit shall be immediately due and payable, and Customer shall thereafter be required to pay all charges owed to **Delta Western, LLC dba Inlet Energy** in excess of the credit limit prior to delivery of further goods and/or services to Customer. Similarly, no further credit will be extended to Customer until the outstanding balance owed **Delta Western, LLC dba Inlet Energy** is brought within the authorized credit limit and Customer is otherwise in full compliance with this Credit Agreement.

5. Customer shall be required to pay all invoices for charges within 30 days of date of delivery unless otherwise noted. **Delta Western, LLC dba Inlet Energy** shall be authorized to apply all payments received first to accumulated interest and then to the oldest charges.

6. Customer agrees that interest on unpaid charges on past due invoices shall accrue at the rate of 1.5 percent per month until fully paid.

7. Customer explicitly grants **Delta Western, LLC dba Inlet Energy** a lien upon and security interest in all goods in which Customer has any interest whatsoever, whether as a shipper, owner, manager, agent, consignee or otherwise, for payment of charges (including interest, legal fees and costs and all other charges) due **Delta Western, LLC dba Inlet Energy** from Customer. Customer also authorizes **Delta Western, LLC dba Inlet Energy**, at Customer's sole risk and expense, to hold, warehouse and/or sell (publicly and/or privately and without notice to Customer) said goods to satisfy any charges owed **Delta Western, LLC dba Inlet Energy**. All legal costs and fees, as well as costs of holding, storing and/or selling of goods, involved in the collection of charges owed **Delta Western, LLC dba Inlet Energy** shall be promptly reimbursed to **Delta Western, LLC dba Inlet Energy** with interest on all such costs and charges to run at 1.5 percent per month until fully paid.

8. This Credit Agreement shall continue so long as Customer continues to purchase goods and/or services from **Delta Western, LLC dba Inlet Energy**, but may be terminated by **Delta Western, LLC dba Inlet Energy** at its sole discretion without notice to Customer and will be deemed automatically terminated upon any breach of, or failure to perform by, Customer, except that Customer's obligations shall survive termination & shall continue until satisfied.

9. This Credit Agreement along with the foregoing Credit Application and Credit Acceptance Letter constitute the entire agreement between **Delta Western, LLC dba Inlet Energy** and Customer as to matters addressed herein, and supersedes all prior written and oral agreements. This agreement may not be modified except through a writing signed by both parties, and no exception of performance by either party shall be deemed to affect the continuing validity of this agreement.

10. Any dispute regarding this Credit Agreement shall be brought in the federal or state courts located in Seattle, Washington, with the law of the state of Washington to be applied. The substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

Customer understands that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

DATED this _____ day of _____, 20_____

BUSINESS NAME: _____

Authorized Signature: _____

Signer's Name (Printed) : _____

Title: _____

FOR OFFICE USE ONLY:

Notes:	Credit Mgr Approval:	Site:
	Date:	Approved Credit Limit: