



# OPEN ACCOUNT ONLY

Please fax or email to: (405)789-2955 or accounting@luber.com

Phone: 800-375-8237

**BUSINESS INFORMATION:**  Corporation  Partnership  Individual  Cash  Other  
Salesperson ID \_\_\_\_\_

**Applicant Business Name** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip                      County

**Shipping Address** \_\_\_\_\_  
Street                      City                      State                      Zip                      County

**Business Telephone #** (\_\_\_\_) \_\_\_\_\_ **Fax #**(\_\_\_\_) \_\_\_\_\_

Accounts Payable E-mail: \_\_\_\_\_ Invoices & Statements  E-mailed  Mailed

A/P Contact: \_\_\_\_\_ Type of Business \_\_\_\_\_ FEIN # \_\_\_\_\_

How Long in Business \_\_\_\_\_ Estimated High Credit \_\_\_\_\_

P.O. Required?  Yes  No    Is Merchandise Purchased for Resale?  Yes  No

**\*If Tax Exempt, please send tax exemption form and provide tax number:** \_\_\_\_\_

### **OFFICERS, PARTNERS, OWNERSHIP PERCENTAGE**

Name	Title	%	Home Address	SS #	Telephone #

### **PREVIOUS BUSINESS OWNERSHIP**

If you were ever in business under another name or trade style, complete the following:

Complete Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Length of Operation \_\_\_\_\_ Current Status of Business \_\_\_\_\_

### **BANKRUPTCY STATEMENT**

Have you ever filed Bankruptcy or been a party to a Bankruptcy action within the last seven(7) years? Yes  No

If Yes, Date \_\_\_\_\_ Case # \_\_\_\_\_ Details: \_\_\_\_\_

Have you had either of the following in the last seven (7) years?    # Tax Liens  Judgments  Not Applicable

If applicable provide details: \_\_\_\_\_

### **INSURANCE/BONDING REFERENCE, IF APPLICABLE**

Insurance Company \_\_\_\_\_ Agent \_\_\_\_\_

Address \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_

Bonding Company \_\_\_\_\_ Agent \_\_\_\_\_

Address \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_

**BANKING INFORMATION**

Name \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ Contact Person \_\_\_\_\_  
Type of Account \_\_\_\_\_ Account # \_\_\_\_\_

**TRADE REFERENCES**

1. Name \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_  
P.O. Box or Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
2. Name \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_  
P.O. Box or Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
3. Name \_\_\_\_\_ Telephone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_  
P.O. Box or Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**AGREEMENT**

Buyer agrees to the following terms, charges and conditions and all of Buyer's will be governed thereby:

- A. Buyer has requested that Luber Bros., Inc. establish an account in order to enable the undersigned to purchase materials from Luber Bros., Inc. from time to time and to pay for these purchases on a monthly basis. While Luber Bros., Inc. has agreed to this arrangement, the Buyer understands and agrees that Luber Bros., Inc. may at any time refuse to sell specific materials on a credit basis and require cash purchases.
- B. On all materials purchased on credit, buyer agrees to pay Luber Bros., Inc. at 6801 N.W. 50<sup>th</sup>, Bethany, Ok 73008 the amount of such items on or before the last day of the month immediately following the month in which the purchases were made. If Buyer promptly makes its payments, Buyer will not be obligated to pay any service charges or interest. If Buyer fails to pay the cost of said items on or before the above due date, then Buyer agrees to pay a service charge at a rate of two percent (2%) per month and an annual rate of 24 percent (24%) per annum assessable from the date of purchase until paid. Each payment shall be accredited first to accrued unpaid service charges with the balance applied to the principal of the account. All delinquent account balances are subject to immediate credit hold.
- C. Upon a demand for payment Buyer agrees to pay the outstanding balance of the account within 15 days of the date of the notice. If buyer fails to do so, then Buyer shall be in default of this agreement and Luber Bros., Inc. may refer this account to an attorney for collection. In the event or if this account is collected through probate, bankruptcy or other judicial proceedings by an attorney, Buyer agrees to pay to Luber Bros., Inc. a reasonable attorney's fee to be not less than 20 percent (20%) of the unpaid balance of the account plus court costs and any and all other costs and expenses of collection.
- D. Buyer represents that all of Buyer's purchases will be for commercial or business purposes and will constitute either equipment or inventory of Buyer. Buyer's purchases will be more fully described in the invoice furnished to Buyer at the time of purchase by Luber Bros., Inc. To secure payment of Buyer's account, Buyer hereby grants to Luber Bros., Inc. a purchase money security interest in any and all material purchases pursuant to this agreement. Buyer agrees that a carbon, photographic or other reproduction of this agreement shall be sufficient as a financing statement.
- E. As to all of its purchases from Luber Bros., Inc., Buyer understands and agrees that Luber Bros., Inc. does not provide any warranty on items it offers for sales. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE WARRANTIES OFFERED BY THE MANUFACTURER, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT FOR ANY EXPRESS WARRANTY GIVEN TO BUYER BY LUBER BROS., INC. IN WRITING. PRIOR TO A PURCHASE, BUYER AGREES TO EXAMINE THE MATERIALS AND DETERMINE THE ACCEPTABILITY OF THE MATERIALS AND ACCEPTS THE PURCHASED MATERIALS AS IS.

This agreement is governed by the laws of the STATE OF OKLAHOMA and any suit to enforce this agreement shall be brought in OKLAHOMA COUNTY, OKLAHOMA. This agreement may not be modified by either party except as agreed to in writing and evidenced by the signature of both parties. If any provision hereof shall for any reason be or become invalid or unenforceable, the remainder hereof shall be affected thereby. No waiver of any obligation under this agreement by Luber Bros., Inc. shall operate as a waiver of any other obligation. The undersigned warrants that he has authority to execute this agreement on behalf of Buyer.

**THE UNDERSIGNED HEREBY AUTHORIZES AND REQUESTS EACH OF THE ABOVE REFERENCES TO ADVISE LUBER BROS., INC. OF MY CREDIT HISTORY AND TO EXPRESS AN OPINION AS TO MY CREDIT PERFORMANCE.**

If a Corporation: Signature of Authorized Officer  
If a Partnership: Signature of All Partners of General Partner  
If an Individual: Signature of Individual

**THE UNDERSIGNED HAS READ AND HEREBY AGREES TO THE TERMS AND PURCHASE CONDITIONS SET FORTH HEREIN AND CERTIFIES THAT ALL INFORMATION FURNISHED HEREIN IS TRUE.**

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

**CONTINUING PERSONAL GUARANTY**

The undersigned for and in consideration of the extension of credit to the applicant by Luber Bros., Inc., and as an inducement to Luber Bros., Inc. to continue to extend credit to applicant, the undersigned jointly and severally, unconditionally guarantee the payment of any and all sums of money as are now, or at any time hereafter may be owing to Luber Bros., Inc. by applicant, as a result of Luber Bros., Inc. extension of credit.

\_\_\_\_\_  
PRINT NAME SIGNATURE DATE

\_\_\_\_\_  
PRINT NAME SIGNATURE DATE