



BETTS OIL & BUTANE, INC.

P O BOX 323  
WESLACO TX 78599

BUS 956-565-3130  
FAX 956-565-3173

COMMERCIAL CREDIT APPLICATION

PLEASE COMPLETE THE FOLLOWING IN INK OR TYPE

BUSINESS NAME Hidalgo County Pct 1

BILLING ADDRESS 1902 Joe Stephens Ave.  
Westlaco TX 78596-3700

STREET ADDRESS (IF DIFFERENT FROM MAILING ADDRESS)  
\_\_\_\_\_

CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ PROPRIETORSHIP \_\_\_\_\_

FEDERAL TAX ID # 74-6000717 DUNS NUMBER \_\_\_\_\_

PERSON TO CONTACT CONCERNING ACCOUNT Raul Lozano

LINE OF BUSINESS Government Entity YRS IN OPERATION \_\_\_\_\_

BUSINESS PHONE 956-968-8733 FAX NUMBER 956-973-7804

ESTIMATED MONTHLY PURCHASES \$ \_\_\_\_\_

BANK REFERENCES : ACCOUNT # & CONTACT PERSON

\_\_\_\_\_  
\_\_\_\_\_

CREDIT REFERENCES : NAME, ADDRESS, ACCT # , PHONE # & FAX # (IF AVAILABLE)

\_\_\_\_\_  
\_\_\_\_\_

WE CERTIFY THAT ALL THE INFORMATION ON THIS FORM IS CORRECT. WE UNDERSTAND THAT THE CREDIT TERMS ARE NET 30 AND PAYMENT IS DUE BEFORE THE 10TH OF THE FOLLOWING MONTH. WE AGREE TO THE PROPER PAYMENT IN CONSIDERATION OF EXTENDED CREDIT.

BY SIGNING BELOW, I AM AUTHORIZING **BETTS OIL & BUTANE, INC.** TO VERIFY CREDIT WITH THE LISTED **BANK REFERENCES & CREDIT REFERENCES.**

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

## PURCHASE AGREEMENT

AGREEMENT: Parties hereby agree that all purchases made are subject to the following terms and conditions:

1. The undersigned purchaser hereby agrees that all amounts due for products and services purchased from BETTS OIL & BUTANE, INC. are payable at P O BOX 323 WESLACO TX 78599.
2. The undersigned purchaser hereby agrees that all amounts due BETTS are payable as stated on each invoice at date of sale. If any amount due BETTS is not paid in said period a delinquency charge of 1 1/2% per month of the delinquent balance shall be added to the sum due.
3. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or collection agency for collection, reasonable attorneys' fees plus all attendant collection costs whether or not suit is commenced.
4. The undersigned agrees to notify BETTS by certified mail of any pending change of ownership of the customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. In the event that the note guarantee attached to this agreement is executed by more than one person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and singular words herein shall be read as if written in plural.
5. The parties hereby acknowledge that the products and/or services purchased from BETTS are not payable in installments, but payable in full per invoice. Purchaser agrees that purchaser will accept liability for unauthorized use of any card issued customer, and for any attorneys' fees incurred by BETTS in collecting unauthorized debts, even if the liabilities exceed the thresholds established in the federal law 15 U.S. C. 1643.
6. Release of credit information: Purchaser authorizes BETTS to inquire into and obtain from any bank, lending institution, or credit reference, whether listed on the purchaser's confidential customer account form or not, any and all information relating to applicant's credit worthiness or financial condition.
7. The parties hereby agree that all disputes that may arise out of this Agreement will be within the exclusive jurisdiction of and will be resolved under the laws of the State of Texas. Venue shall be Hidalgo County, State of Texas.
8. Option to Waive: BETTS may, at its option, waive any of the above requirements, or excuse applicant's non-compliance with any of the above obligations. However, any such waiver or excuse shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent BETTS from declaring a breach of non-compliance of purchaser, either of the same term or otherwise.
9. All returned goods will not be accepted without prior authorization. All returned goods are subject to a restocking fee.
10. All returned checks will be subject to a \$30.00 fee.
11. BETTS OIL & BUTANE, INC shall have the right to terminate this Agreement or the rights granted hereunder upon verbal or notice to Customer, and may revoke card privileges for any reason within Associated's sole discretion.
12. In the event that the terms of credit are exceeded, or there is a returned check or draft, the undersigned agrees to allow BETTS to enter the premises and remove the motor fuel inventory and set off such inventory against the balance of the account.

Name of Officer, Owner or Partners \_\_\_\_\_

(Please Print)

(Please Print)

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

INDIVIDUAL GUARANTEE

I, \_\_\_\_\_ residing

at \_\_\_\_\_ (physical address)

\_\_\_\_\_ (phone number), for and in

consideration of your extending credit at my request

to Hidalgo County Precinct 1 (company name) hereinafter

referred to as "The Company" of which I am

Chief Administrator (title) hereby personally

guarantee to you payment of any obligation of the company and hereby agree to bind myself to pay you on demand any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the company. I do hereby waive notice of default or non-payment. Furthermore, I do hereby authorize and consent to any extensions, modifications, amendments or renewals of the credit or purchase agreement hereby guaranteed. The undersigned grantor agrees to pay, in the event the account becomes delinquent and is turned over to an attorney for collection, reasonable attorney's fees plus all attendant collection costs whether or not suit is commenced. This guarantee shall be enforceable before or after proceeding against the company. Guarantor hereby irrevocably forever waives, disclaims, and relinquishes all Claims, rights or remedies which Guarantor may now have or hereafter have or acquire against the Debtor, specifically including, without limitation, any claim, right or remedy of subrogation, exoneration, reimbursement, indemnification, or contribution, which Guarantor has against Debtor, including without limitation claims arising by virtue of execution of this Guaranty, so that at no time shall Guarantor be or become a "creditor" of Debtor within the meaning of 11 U.S.C. 101 (10) or 547(B), or any successor provisions of the Federal bankruptcy laws, as a result of this Guaranty. If payment is made by Debtor, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment plus any interest thereon paid to Debtor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty to the extent of such payment, interest thereon and related attorney's fees and cost plus all amounts of indebtedness then unpaid.

Dated \_\_\_\_\_ and signed \_\_\_\_\_

Dated \_\_\_\_\_ and signed \_\_\_\_\_

**Evangelina Garcia**

---

**From:** Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]  
**Sent:** Friday, January 18, 2013 2:58 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Evangelina Garcia'  
**Subject:** RE: BETTS OIL & BUTANE INC

Marty – I have reviewed and approve as to the form of the agreement.

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.**

\*\*\*\*\*

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, January 18, 2013 10:05 AM  
**To:** josephine.ramirez@da.co.hidalgo.tx.us  
**Cc:** 'Evangelina Garcia'  
**Subject:** FW: BETTS OIL & BUTANE INC

Please review and comment as to form.  
Thanks,  
Marty

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Friday, January 18, 2013 8:38 AM  
**To:** 'Martha Salazar'  
**Subject:** FW: BETTS OIL & BUTANE INC

Good Morning Marty:  
I need to place an agenda item for Precinct One for court's approval of credit application with Bett's Butane in Weslaco. It's not a credit card but to open up an account on credit however, it has an

agreement with the credit application. Please forward to Mr. Crain for legal's review for approval of the agreement terms so as to proceed ahead.

Thank you

---

**From:** Olga Garza [<mailto:olga.garza@co.hidalgo.tx.us>]  
**Sent:** Thursday, January 17, 2013 4:55 PM  
**To:** Evangelina Garcia  
**Subject:** Fwd: BETTS OIL & BUTANE INC

---

**From:** "Pamela Hernandez" <[pamela.hernandez@co.hidalgo.tx.us](mailto:pamela.hernandez@co.hidalgo.tx.us)>  
**To:** "olga garza" <[olga.garza@co.hidalgo.tx.us](mailto:olga.garza@co.hidalgo.tx.us)>  
**Sent:** Thursday, January 17, 2013 4:47:57 PM  
**Subject:** BETTS OIL & BUTANE INC