

APPLICATION FOR COMMERCIAL CREDIT & AGREEMENT

CORPORATE • 2360 Lindbergh Street, Auburn, CA 95602 • (800) 899-2376 • Fax (530) 863-4001
www.FlyersEnergy.com



Type of Account: Commercial Fuel Cards Lubricants Wholesale Rack
Sales Person: _____ Phone: _____ Email: _____

BUSINESS DATA

Date: _____ Federal Tax ID #: _____
Legal Company Name: _____ DBA: _____
Physical Address: _____
street city state zip
Mailing Address: _____
street city state zip
Business Phone: _____ Cell Phone: _____ Fax: _____
Email: _____ Type of Organization: Sole Proprietorship Partnership Corporation
Type of Business: _____ # of Employees: _____ # of Years in Business: _____

OWNERSHIP INFORMATION *List Owner(s) Partner(s) Shareholders Names (Attach additional sheet if necessary)*

Owner 1: _____ SSN #: _____ Title: _____
Home Address: _____
street city state zip
Home Phone: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____
Owner 2: _____ SSN #: _____ Title: _____
Home Address: _____
street city state zip
Home Phone: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

BANK REFERENCE

Bank Name: _____ Contact: _____ Phone: _____
Checking Acct. #: _____ Savings Acct. #: _____ City: _____ State: _____

MAJOR TRADE REFERENCES *(Excluding Credit Cards)*

Company Name: _____ Phone: _____ Fax: _____
Company Name: _____ Phone: _____ Fax: _____
Company Name: _____ Phone: _____ Fax: _____

CARDLOCK INFORMATION

Current Fuel Supplier: _____ Phone: _____ Fax: _____
Anticipated monthly fuel usage in gallons: _____ *diesel* _____ *gasoline* # of Drivers: _____ # of Cards Needed: _____
Person to Contact Regarding Cards: _____ Accounts Payable Contact: _____

AGREEMENT TO PAY CHARGES

In consideration of opening a Delivered Fuels, Mobile Fueling, Lubricant, Cardlock account ("Account") and/or receiving any fuel cards ("Access Card(s)"), the undersigned ("Customer") agrees to the following terms and conditions of credit in all credit transactions with Flyers Energy, LLC ("Flyers"), whose principal place of business is located at 2360 Lindbergh Street, Auburn, Placer County, CA 95602 ("Auburn Office"), unless otherwise agreed to in writing by authorized Flyers officers.

All debts and other obligations of any kind by Customer to Flyers, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by Flyers should Customer wish to limit or terminate the Account. Customer's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice.

Customer represents, warrants and acknowledges that credit extended by Flyers will be for business purposes and not for personal, consumer or household purposes. By using the Access Cards, Customer hereby accepts the obligation and responsibility for full and timely payment for all fuel registered through the Commercial Fueling systems account number(s) assigned to Customer by Flyers. Customer agrees that any liability arising from the use, misuse (including the failure to clear the fueling pump should the wrong fueling pump be activated), unauthorized use, loss or theft of any one or more of the Access Cards shall be fully borne, assumed and paid by Customer until Customer notifies Flyers in writing to disable the Access Cards.

Customer acknowledges that Security Profiles for fuel card usage restrictions, where applicable, including but not limited to product types, hours of the day, days of the week, number of gallons, number of transactions, and dollar limits have been explained in detail. Customer understands that Security Profiles require communication by host and national carriers and are therefore not available at all times or at all sites through no fault of Flyers. Customer understands that Flyers' fuel prices are not displayed on any pump at the time of fueling, but are available by contacting the Flyers' Auburn Office.

Customer and Guarantors will indemnify, defend and hold Flyers, its officers, directors and shareholders, landlords, tenants and agents harmless from any liability, claims and costs, including but not limited to those for bodily injury or property damage that may be caused in whole or in part by Customer's direct or third party use of Flyers' fueling locations or the use of the Access Cards by the Customer. Customer certifies that its employees and/or agents using the Access Card issued in the name of the Customer will be trained to comply with proper safety regulations to ensure safe operation at all fueling locations.

Customer agrees to review all invoices provided by Flyers, and to notify Flyers no later than 15 calendar days after the date of each invoice of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each invoice and the transactions therein shall be binding on Customer and due on the date shown on the invoice. Customer further agrees that Flyers may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days due at the end of each month; a handling charge of \$25 for each returned check, EFT or credit card charge; and all collection costs and legal fees, which Customer shall pay to Flyers' office in Auburn, California. Flyers may terminate or suspend Customer's account for late payment or insufficient funds available for electronic funds transfer upon written notice to Customer.

Customer authorizes the references listed on Customers credit application to release to Flyers information related to Customer's accounts with said references. Customer and Guarantor authorize Flyers to secure information regarding Customer's or Guarantor's credit history from any commercial or consumer reporting agency or trade organization and authorize the release by Flyers of information regarding Customer's account with Flyers to such agencies.

Customer acknowledges that delivery of product to Customer's facilities or trucks may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. Flyers will not be responsible for any claims or damages whatsoever for failure(s) to deliver at certain times.

All applications are processed, payments received and posted, and records maintained at Flyers' Auburn Office. Therefore, Customer(s) and Guarantor(s) acknowledge this agreement for all purposes is made and entered into, and performance to make payment is in Auburn, California. This agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the State of California. Any lawsuit filed by any party to this Agreement arising from or related to this Agreement shall be venued in the superior court of the County of Placer, California. All parties hereby submit to the jurisdiction of the County of Placer, California.

By application for credit and by personal guarantee, I/we accept the terms and conditions as stated herein whether or not this document is executed.

* **CUSTOMER'S SIGNATURE**

PLEASE PRINT NAME AND TITLE

* **CUSTOMER'S SIGNATURE**

PLEASE PRINT NAME AND TITLE

CONTINUING PERSONAL GUARANTEE

Person(s) signing Personal Guarantee: The undersigned, jointly with Customer and severally, unconditionally guarantees to Flyers punctual payment performance, and discharge of all debts, obligations and liabilities of Customer as may now exist in favor of Flyers and as may hereafter arise in favor of Flyers, and agrees to be bound by all the terms and conditions described in this Credit Agreement. Any payment by Guarantor must be made to Flyers at Flyers' Auburn Office, California. A separate action or actions may be brought and prosecuted against the undersigned whether action is brought against the Customer or whether the Customer is joined in any such action or actions. Guarantor waives the benefit of written notice separate from Customer and waives any statute of limitations affecting their liability hereunder or the enforcement thereof by Flyers.

This is a continuing guarantee and shall remain in full force and effect until such time as written notice of revocation is received by Flyers at its Auburn Office. Any such revocation shall apply only from the date of receipt and not to any charges or claims prior to such date. A revocation of guarantee may be considered by Flyers to be a default by Customer of any Franchise and Sale Agreement between the parties, and/or this Credit Agreement, providing for all remedies set forth therein, including, but not limited to, termination of Customer's Credit Account and immediate demand for total balance due.

* **GUARANTOR'S SIGNATURE**

PRINT NAME ONLY (NO TITLES OR COMPANY INFO)

DATE

* **GUARANTOR'S SIGNATURE**

PRINT NAME ONLY (NO TITLES OR COMPANY INFO)

DATE

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

Customer designated below, agrees that payment for all debt incurred to Flyers Energy, LLC ("Flyers") will be withdrawn from Customer's designated bank account number on each invoice due date. EFT notifications will be sent to you by fax or email three business days prior to drafting funds from Customer's bank account.

We hereby authorize Flyers to initiate debit entries to my (our) account indicated below from the depository named below (hereinafter called "Depository").

DEPOSITORY Bank Name: _____ Phone: _____

Bank Account #: _____ ABA #: _____

This EFT agreement is to remain in full force and effect until the Flyers and Depository have received written notification from me (us) in such time and manner as to afford Flyers and Depository a reasonable opportunity to act on the notification. This agreement allows Flyers to charge debits to this account at frequent intervals for varying amounts.

Company Name: _____ Contact: _____ Billing Contact: _____

Phone: _____ Fax: _____ Email: _____ Invoice Options: Email Mail

* **AUTHORIZED SIGNATURE**

PRINTED NAME

DATE

ATTACH VOIDED CHECK