

# APPLICATION FOR COMMERCIAL CREDIT & AGREEMENT

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[www.flyersenergy.com](http://www.flyersenergy.com)



Type of Account:  Cardlock  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: \_\_\_\_\_

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## AGREEMENT TO PAY CHARGES

In consideration of the opening of a Delivered Fuels, Mobile Fueling, Cardlock account or Receiving any fuel cards, the undersigned hereafter referred to as "Customer," agrees to the following terms in all credit transactions with Flyers Energy, LLC, hereafter referred to as "Flyers" unless otherwise agreed to in writing by authorized Company officers. 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 Cardlock cards, Customer hereby accepts the obligation and responsibility for full 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, unauthorized use, loss or theft of any one or more of the cards shall be fully borne, assumed and paid by the Customer. It is further agreed that the Customer will be responsible for all charges, including unauthorized charges, until the Customer notifies Flyers in writing to disable cards. Such notice must include the card number. Customer agrees to pay for all products delivered through the Commercial Fueling System prior to such written notice.

**Customer acknowledges that Security Profiles for automating hard and soft card-use restrictions where applicable, including hours, days of the week and number of gallons, have been explained in detail and understands the risks if the Security Profiles are not used.** Hard controls are not available at all sites. Customer certifies that all employees and/or agents using a card issued in the name of Customer will be taught proper safety regulations to ensure safe operation at all fueling locations. Customer and Guarantors will indemnify 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 and property damage that may be caused in whole or in part by the use of the access cards by the Customer or those using the access cards delivered to the Customer hereunder. Customer acknowledges that delivery of product to the undersigned'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 debts and other obligations of any kind, 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 or Guarantor wish to limit product deliveries. Customer's or Guarantor's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice.** Customer further agrees that Flyers may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days 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 will be paid at our office in Auburn, California. Customer agrees to review all invoices provided by Flyers in either electronic or printed form, 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 such statement and the transaction therein shall be binding on Customer. I warrant the preceding information to be true, correct and complete and I authorize the references listed on this application to release to Flyers information related to Customer's accounts. **I 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 of information regarding Customer's account with Flyers to such agencies.**

All applications are processed, payments are received and posted, and records maintained at Flyers' Auburn, California office. Therefore, Customer(s) and Guarantor(s) acknowledge this agreement for all purposes is made and entered into and performance of Customer(s) and Guarantor(s) 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 and all disputes arising under this agreement which cannot be settled by and between the parties, shall be submitted to binding arbitration before such arbitrator as the parties agree or, if they cannot agree, then as ordered by a Judge of the Superior Court for the County of Placer, California. It is also understood and agreed that any cardlock cards issued are solely for the business and not for the personal use of the Customer as an accommodation to the Customer.

\_\_\_\_\_  
**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 individually, jointly and severally unconditionally guarantees to Flyers due and punctual payment performance, and discharge of all debts, obligations, and liabilities of Customer, as may now exist and as may hereafter arise in favor of Flyers, and agree to be bound by all of the terms and conditions described in this application, including but not limited to the provisions of the Credit Agreement. Any payment by Guarantor will be made to Flyers at Flyers' offices located in Auburn, CA. A separate action or actions may be brought and prosecuted against the undersigned whether action is brought against the company or whether the company be joined in any such action or actions; and the undersigned waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. This is a continuing guaranty and shall remain in full force and effect until such times as written notice of actual revocation is received by Flyers at its principal offices, but any such revocation shall apply only from the date of receipt and not to any charges or claims prior to such date.

\_\_\_\_\_  
**GUARANTOR'S SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**GUARANTOR'S SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE**

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

We hereby authorize Flyers and other subsidiary companies to initiate debit entries to my (our) account indicated below and 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 Depository has received written notification from me (us) in such time and manner as to afford Flyers 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**

Revised 11-2011

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