



APPLICATION FOR CREDIT

1-800-432-3433

821 Pacific Ave. Yuma, AZ 85364 (928) 329.0777 350 W. Aten Rd. Imperial, CA 92251 (760) 355.7900

Company Name _____ Trade Name (DBA) _____
Physical Address _____ Mailing Address _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
Email Address _____ D&B # _____
Fed Tax ID _____ Social Security # _____
Sole Proprietor _____ Partnership _____ Corporation _____ LLC _____
State of Incorporation _____ Date Incorporated _____
State MVF # _____ Resale # _____
Type of Business: _____ Contact Person _____

Have you ever filed for bankruptcy or have had any legal judgments against you? _____ Yes: _____
No: _____

If yes, when and where: _____

BANK INFORMATION

Bank Name _____ Contact Name _____ Phone # _____
Bank Address _____ City _____ State _____ Zip _____
Checking Account # _____ Savings Account # _____ Credit Card # _____

PRINCIPAL/PARTNER/OWNER/GUARATOR

Name (1) _____ Social Security # _____ Drivers License #/State _____
Home Address _____ City _____ State _____ Zip _____
Home Phone # _____ Business Phone # _____ Email Address _____
Married/Divorced/Single _____ Date of Birth _____ Percent ownership of Business _____

Name (2) _____ Social Security # _____ Drivers License #/State _____
Home Address _____ City _____ State _____ Zip _____
Home Phone # _____ Business Phone # _____ Email Address _____
Married/Divorced/Single _____ Date of Birth _____ Percent ownership of Business _____

Name (3) _____ Social Security # _____ Drivers License #/State _____
Home Address _____ City _____ State _____ Zip _____
Home Phone # _____ Business Phone # _____ Email Address _____
Married/Divorced/Single _____ Date of Birth _____ Percent ownership of Business _____

PHOTO ID REQUIRED TO CONFIRM ALL SIGNATURES



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CREDIT REFERENCES

The following are authorized to provide credit information:

Name (1) _____ Contact Name _____ Phone # _____

Address _____ City _____ State _____ Zip _____

Name (2) _____ Contact Name _____ Phone # _____

Address _____ City _____ State _____ Zip _____

Name (3) _____ Contact Name _____ Phone # _____

Address _____ City _____ State _____ Zip _____

TERMS AND CONDITIONS

1) All statements made herein are true and accurate to the best of my/our knowledge. Snake Bite Leasing, Inc. dba Sellers Petroleum hereafter referred to as "Sellers", and its agents are authorized to make a credit investigation and are hereby indemnified from any liability from their survey. Sellers may use information provided to conduct future credit inquiries.

2) Statements are mailed twice monthly (1st and 15th) and are due upon receipt. Credit limits will be established by Sellers for each customer based on the customers' credit worthiness. Upon approved credit, retail accounts will be "Load to Load" unless account is secured with a bond or letter of credit made payable to Sellers Petroleum. I/we agree to pay a late fee of 1.5% per month (18%/year) on any delinquent balance. I/we acknowledge that a \$ 50.00 NSF fee will be charged on all returned checks.

3) It is the responsibility of the customer to provide resale, tax ID, tax exemption certificates or other documents that affect the taxation of purchases. If such documents are absent at the time of purchase customer shall be liable for all taxes regardless of future submission of required documents.

4) Credit sales are authorized at the sole discretion of Sellers and it reserves the right to revoke or change terms at its discretion.

5) Delivery of products made to customer's tanks, vehicles or equipment may be made without obtaining signatures or receipts upon delivery.

6) The customer is obligated for purchases made in the company name not withstanding change in the form of business or sale of the business to a third party unless notice as described below is first given.

7) Customer shall indemnify and hold harmless Sellers from any claims and costs including but not limited to those of bodily injury and damage which may be occasioned by or attributed to the customer or its agents or employees while on Sellers premises.

8) Sellers shall not be liable for any damages including consequential damages which may result from failure to provide fuel or failure of Sellers equipment to operate in any manner whatsoever.

9) Sellers may without notice cancel the customers' right to use and/or may reduce company's line of credit at any time. Sellers may amend this agreement at any time and subsequent purchase will subject to said amendment.

10. Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule or regulation of any government agency will not affect the validity or enforceability of any other provisions of this agreement.

11. The customer understands that no officer, employee, agent or assignee of customer has authority to waive any provision of this agreement, nor shall an industry custom or practice vary the expressed provisions contained herein. It is not necessary for Sellers to inquiry into the powers of customers or its officers, agents, or partners to incur indebtedness. Indebtedness of customers to Sellers created in reliance upon the professional exercise of such powers is hereby guaranteed.

12. Customers are liable for all charges incurred on their account. Accounts may be de-activated by sending written notice to Sellers Petroleum (928) 329-0777 821 Pacific Ave., Yuma, Az. 85365.

13. Sellers May send invoices or statements and any notices to Customer at the address shown on this application. Notice is given upon mailing.

14. Customer agrees to supplement all information provided herein as changes occur.

15. If customers account is referred for collection, Customer shall pay all attorneys fees and costs of collection including collection agency fees. The Customer agrees that jurisdiction and venue for any dispute under this contract shall be at the election of Sellers Petroleum (Imperial or Yuma).

16. Sellers may offset by any monies due by Sellers to Customer against any amounts due by Customer to Sellers. In the event Customer fails to make payment of any amount when due, then all amounts due from Customer shall be accelerated and immediately due and payable regardless of the terms and conditions thereof. Any debt owed by customer to principal(s) or vice versa is hereby subordinated to the obligation of Customer to Sellers.

17. The undersigned is fully authorized to bind company to this agreement and company agrees to be bound by all terms and conditions stated herein.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

WITNESS: _____ DATE: _____

PRINTED NAME: _____

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CARDLOCK AGREEMENT

- 1) I/We acknowledge that all cards received for CFN network fueling issued by Sellers are for use only by the person(s) or business named on the account for the purchase of gasoline and diesel products.
- 2) I/We agree to be bound by all terms and conditions of this credit application and agree to allow Sellers to undertake credit inquiries as needed prior to issuance of CFN cards.
- 3) I/we agree to assume complete financial responsibility for all transactions completed through the use of any card issued to us. Customers may de-activate their cards or account by contacting their local Sellers Petroleum office and sending written notice to Sellers Petroleum 821 Pacific Ave. Yuma, AZ 85364.
- 4) I/We agree to comply with all local, State and Federal laws or regulations for the fueling of our vehicles or equipment.
- 5) I/We shall be responsible for all fuel taxes as required by Local, State and Federal agencies.
- 6) I/we shall hold harmless and defend Sellers against all liabilities in connection with CFN network fueling access.
- 7) I/We shall be responsible for all transaction incurred through the use of CFN cards issued to me or my business.
- 8) I/We agree to promptly notify Sellers upon the loss or theft of any card, fraudulent use of any card or any other unauthorized misuse of cards issued to me or my business. I /We agree to keep security numbers separate from all cards received from Sellers.

COMPANY: _____

NAME (print or type): _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

WITNESS: _____ DATE: _____

PRINTED NAME: _____

CONTINUING PERSONAL GUARANTEE

The undersigned (Guarantor) acknowledges that credit will not be extended to the Customer without the execution of this personal guarantee and hereby agrees to the terms and conditions set forth in this credit agreement. The Guarantor acknowledges that Sellers is relying on all representations made herein in extending credit to the Customer. The Guarantor agrees to pay all amounts which due pursuant to this agreement. The Guarantor acknowledges that any limitation on the customer's credit shall not be construed to be a limit on the liability of the Guarantor. The Guarantor further acknowledges and agrees to pay all expenses of collection including reasonable attorney's fees incurred by reason of the default of the Customer or the default of the Guarantor. The Guarantor waives prior demand on the Customer. This is a continuing guarantee and shall be revocable only as to transactions entered into thirty days after Sellers credit department receives a "Notice of Termination of Guarantee" sent from Guarantor by registered mail.

GUARANTOR: _____ DATE: _____

PRINTED NAME: _____

GUARATOR'S ADDRESS: _____ CITY: _____ ST ____ ZIP _____

WITNESS: _____ DATE: _____

PRINTED NAME: _____

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PLEASE RETURN THE ORIGINAL SIGNED COPY OF THIS CREDIT APPLICATION TO THE NEAREST SELLERS PETROLEUM OFFICE.