



821 South Pacific Avenue, Yuma AZ 85365

# APPLICATION FOR CREDIT

To request credit, please fax or email this completed application with photo identification for each signer.

(928) 329-0777 MAIN • (928) 329-0780 Fax

Email: [AR@SellersPetroleum.com](mailto:AR@SellersPetroleum.com)

Check all types desired: Gasoline \_\_\_\_\_ Diesel \_\_\_\_\_ Red Diesel \_\_\_\_\_ Oil/Lubricants \_\_\_\_\_ Cardlock Access \_\_\_\_\_

Estimated Monthly Credit/Usage \$ \_\_\_\_\_ Credit Limit Desired \$ \_\_\_\_\_ Sellers Petroleum Salesperson \_\_\_\_\_

Estimated Monthly Gallons Bulk Fuel \_\_\_\_\_ Estimated Monthly Gallons of Oil/Lubricants \_\_\_\_\_ Cardlock # of cards \_\_\_\_\_

Check any special tax exemptions? Farming \_\_\_\_\_ Government \_\_\_\_\_ School \_\_\_\_\_ City \_\_\_\_\_ SET Exempt \_\_\_\_\_ Resale \_\_\_\_\_

Business/Individual Name \_\_\_\_\_

Trade Name (dba) \_\_\_\_\_

Physical Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you Own or Rent? \_\_\_\_\_ If Rented, Landlord's Name \_\_\_\_\_ Phone \_\_\_\_\_

Federal Tax ID (SSN if individual) \_\_\_\_\_ D & B # \_\_\_\_\_ Years in Business \_\_\_\_\_

Type (check) Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ LLC \_\_\_\_\_ Corporation \_\_\_\_\_ State of Inc \_\_\_\_\_ Year of Inc \_\_\_\_\_

Nature of business \_\_\_\_\_

Have you/your company ever filed for bankruptcy or have had legal judgments against you? \_\_\_\_\_ if yes, please describe when and in what county, state? \_\_\_\_\_

Business Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

Accounts Payable Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Contact's Primary Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

CFO's Name \_\_\_\_\_ Email \_\_\_\_\_

CFO's Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank Contact Name \_\_\_\_\_

Bank Contact Telephone \_\_\_\_\_ Bank Contact Email \_\_\_\_\_

Bank Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

Please complete the following for the Company **OWNER(S), PARTNERS, or all GENERAL CORPORATE OFFICERS.**

**Name (1)** \_\_\_\_\_ Title \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_ SSN \_\_\_\_\_ D.L.#/State \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Business Phone \_\_\_\_\_ Email \_\_\_\_\_

How long at this address \_\_\_\_\_ years Own \_\_\_\_\_ Rent \_\_\_\_\_ Percent of Ownership \_\_\_\_\_ %

**(Spouse) Name** \_\_\_\_\_ SSN \_\_\_\_\_ Date of Birth \_\_\_\_\_

**Name (2)** \_\_\_\_\_ Title \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_ SSN \_\_\_\_\_ D.L.#/State \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Business Phone \_\_\_\_\_ Email \_\_\_\_\_

How long at this address \_\_\_\_\_ years Own \_\_\_\_\_ Rent \_\_\_\_\_ Percent of Ownership \_\_\_\_\_ %

**(Spouse) Name** \_\_\_\_\_ SSN \_\_\_\_\_ Date of Birth \_\_\_\_\_

**Name (3)** \_\_\_\_\_ Title \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_ SSN \_\_\_\_\_ D.L.#/State \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Business Phone \_\_\_\_\_ Email \_\_\_\_\_

How long at this address \_\_\_\_\_ years Own \_\_\_\_\_ Rent \_\_\_\_\_ Percent of Ownership \_\_\_\_\_ %

**(Spouse) Name** \_\_\_\_\_ SSN \_\_\_\_\_ Date of Birth \_\_\_\_\_

Are you currently purchasing fuel from another supplier or cardlock fuel program? No \_\_\_\_\_ Yes \_\_\_\_\_ if yes, please complete

Supplier Name \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**TRADE REFERENCES**, please provide as much information as possible to expedite the application process.

Name (1) \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Name (2) \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Name (3) \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Email \_\_\_\_\_

**TERMS AND CONDITIONS**

1. All statements made herein are true and accurate to the best of my/our knowledge. HB Petroleum Inc dba Sellers Petroleum, hereafter referred to as "Sellers" is authorized to obtain business credit reports from a credit bureau or credit agency and are hereby indemnified from any liability from their investigation. Sellers may use information provided to conduct future credit investigations.
2. Statements may be 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 credit approval, 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 EFT drafts and checks.
3. It is the responsibility of the Customer to provide in advance any 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 any product 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 notwithstanding 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's 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's equipment to operate in any manner whatsoever.
9. Sellers may without notice cancel the customers' right to use and/or may change the line of credit at any time.
10. Sellers may amend this agreement at any time and subsequent purchase will be subject to said amendment.
11. 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.
12. 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 inquire 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 .
13. Customers are liable for all charges incurred on their account. Accounts may be deactivated by sending written notice to HB Petroleum Inc dba Sellers Petroleum at 821 South Pacific Avenue, Yuma AZ 85365.
14. Sellers may send invoices or statements and any notices to customer at the address shown on this application or email account as provided. Notice is given upon mailing.
15. Customer agrees to supplement all information provided herein as changes occur.
16. If customers account is referred for collection, Customer shall pay all attorney's 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.
17. 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 Sellers or vice versa is hereby subordinated to the obligation of Customer to Sellers.
18. 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 of Officer/Owner/Partner \_\_\_\_\_ Title \_\_\_\_\_

Printed Name of Signer \_\_\_\_\_ Date \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Title \_\_\_\_\_

Printed Name of Witness \_\_\_\_\_ Date \_\_\_\_\_

**PHOTO IDENTIFICATION MUST BE PROVIDED WITH APPLICATION TO CONFIRM ALL SIGNATURES**

**PERSONAL GUARANTEE (LEGAL PROMISE TO PAY)**

To: HB Petroleum Inc dba Sellers Petroleum

In consideration of the extension of credit granted by HB Petroleum Inc dba Sellers Petroleum, 821 South Pacific Avenue, Yuma AZ 85365, ("Sellers") to \_\_\_\_\_ [Enter Company Name] (Applicant), I hereby personally, individually, unconditionally and jointly and severally guarantee payment of whatever amount, which at any time shall be owing to Sellers on account of goods delivered, together with all other damages and costs for which Applicant may be obligated to Seller, after the date hereof. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions. I hereby waive diligence, presentment, demand, protest or notice of any kind whatsoever, as well as any requirement that the holder exhaust any right or take any action against purchaser of the goods delivered and hereby consent to any extension of time or renewal thereof. This guarantee shall remain in effect until I have notified Sellers in writing of its cancellation, but such a cancellation shall not alter any obligation arising hereunder prior to receipt of such written notice. I agree to pay all reasonable costs, expenses and attorney's fees incurred in the enforcement of this personal guarantee including, but not limited to, the collection of any past due indebtedness whether suit has been filed or not. Facsimile signatures shall have the same force and effect as original signatures. I hereby authorize Sellers access to my credit reports from a credit bureau or credit agency.

**ANY LEGAL SPOUSE MUST ALSO SIGN – DO NOT INCLUDE CORPORATE OR BUSINESS TITLES AS THEY ARE INAPPLICABLE**

Guarantors Signature (Individually) \_\_\_\_\_ Printed Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_ D.L.#/State \_\_\_\_\_

Guarantors Signature (Spouse if married) \_\_\_\_\_ Printed Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_ D.L.#/State \_\_\_\_\_

**CARDLOCK AGREEMENT** (if also applying for cardlock access)

1. I/We acknowledge that all cards received for CFN and FLEETWIDE network fueling issued by Sellers are for use only by the person(s) or business named on the account for the purchase of gasoline, diesel, or other preauthorized products.
2. I/We agree to be bound by all terms and conditions of this credit application and hereby authorize Sellers access to my business and personal credit reports from a credit bureau or credit agency prior to and following issuance of CFN and FLEETWIDE cards.
3. I/We agree to assume complete financial responsibility for all transactions completed using any card issued to us. Customers may deactivate their cards or account by contacting their local Sellers office and sending written notice to HB Petroleum Inc dba Sellers Petroleum, 821 South Pacific Avenue, Yuma AZ 85365.
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 HB Petroleum Inc dba Sellers Petroleum against all liabilities in connection with CFN and FLEETWIDE network fueling access.
7. I/We shall be responsible for all transactions incurred using CFN and FLEETWIDE 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.

Signature of Officer/Owner/Partner \_\_\_\_\_ Title \_\_\_\_\_

Printed Name of Signer \_\_\_\_\_ Date \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Title \_\_\_\_\_

Printed Name of Witness \_\_\_\_\_ Date \_\_\_\_\_

**PHOTO IDENTIFICATION MUST BE PROVIDED WITH APPLICATION TO CONFIRM ALL SIGNATURES**