

ARIZONA FUEL DISTRIBUTORS, L.L.C.

POST OFFICE BOX 63634
PHOENIX, ARIZONA 85082-3634

For Office Use Only

Salesperson _____
Approval _____
Date _____
Credit Limit _____
Account # _____

1. BUSINESS ACCOUNT APPLICATION AND AGREEMENT (Type or Print)

Name of Company _____ Phone _____

Trade Name or DBA (If Applicable) _____ Fax: _____

Mailing Address _____

City _____ State _____ Zip _____ E-Mail _____

Physical Address _____

BUSINESS TYPE : Sole Owner Partnership Limited Partnership Corporation Limited Liability Company
 Governmental Agency

Formation, State of _____ Date of Formation / Incorporation _____

Type of Business _____ Length of Time in Business _____

Record All Applicable License Numbers
Resale/Fed. Exempt # _____ State MVF Tax # _____
Federal ID # _____ Contractor's License # _____
Other # _____

2. PRINCIPAL(S)

SSN _____

Name _____ Phone _____

Home Address _____ D.L. # _____

City _____ State _____ Zip _____ E-Mail _____

How Long? _____ Relationship to Applicant: Corporate Officer Partner Member Owner Other _____

Previous Address _____

Have you or any company in which you were an owner, officer, director, shareholder, member, or manager ever filed for Bankruptcy, or had any judgments, or tax liens filed against you? Yes No

(If a partnership or limited liability company, submit above "Principal" information on separate sheet for each partner / member / manager.)

3. BUSINESS BANK ACCOUNTS

Bank Name _____ Checking Acct. Number _____

Address _____ Savings Acct Number _____

CITY _____ STATE _____ ZIP _____ Loan Number _____

Bank Contact Person _____ Phone # _____

4. TRADE REFERENCES

a) Company _____ Account Number _____

Address _____ Phone # _____

CITY _____ STATE _____ ZIP _____

b) Company _____ Account Number _____

Address _____ Phone # _____

CITY _____ STATE _____ ZIP _____

c) Company _____ Account Number _____

Address _____ Phone # _____

CITY _____ STATE _____ ZIP _____

AMOUNT OF CREDIT REQUESTED \$ _____ / per month

5. Arizona Fuel Distributors L.L.C., will hereinafter be referred to as "Arizona Fuel."
6. As Principal of _____ (hereinafter referred to as "Customer"), I promise and guarantee that all information provided on this application and agreement is true and complete and that if accepted by Arizona Fuel, Customer agrees to be bound by all the terms and conditions stated herein. Customer represents to Arizona Fuel that it is a commercial account and that the fuel to be purchased will be used for resale, business, commercial, or agricultural purposes. Customer authorizes Arizona Fuel to investigate Customer's credit history, either in connection with this application for credit or later in connection with any update, renewal, or extension of additional credit under this Agreement. Customer further authorizes Arizona Fuel to furnish information concerning Customer's accounts to consumer reporting agencies and others who in Arizona Fuel's discretion may properly receive such information.
7. Initial and any continuing Credit is to be extended at sole discretion of Arizona Fuel and upon such terms and conditions as Arizona Fuel may, in its sole discretion from time to time determine. Credit limitations set on this account shall be for the protection of Arizona Fuel and shall not be construed to be a limitation on the liability of the company's account or any personal guarantee. Arizona Fuel retains sole discretion to terminate services with or without notice, when Customer's credit limit is reached, or for any other reason. Arizona Fuel's failure to enforce any specific right or otherwise indulge the company shall not be deemed a waiver of this agreement or any part of this agreement.
8. In the event Arizona Fuel is willing to extend credit to Customer, it will notify Customer. No credit is agreed upon until such notice is given.
9. Customer agrees to pay all charges when due. Any late payment shall accrue interest at the rate of 18% per annum unless limited by law to a lower rate, on the entire unpaid balance. Arizona Fuel may at any time and without notice refuse to permit further credit purchases.
10. Delivery of products made to the Customer's tanks, vehicles or equipment may be made without obtaining signatures or receipts upon delivery.
11. The Customer is obligated for purchases made in the name of the company notwithstanding any change in the form of business or sale of the business to a third party unless written notice, as described below, is given first.
12. Customer shall indemnify and hold Arizona Fuel harmless from any claims, costs, damages, and attorneys fees, including but not limited to those for bodily injury and damage, which may be occasioned by or attributed to the Customer or its agents, employees, or independent contractors while on Arizona Fuel's premises.
13. Arizona Fuel shall not be liable for any loss or damages, including consequential damages, which may result from failure to provide fuel or the failure of equipment to operate in any manner whatsoever.
14. Arizona Fuel may without notice cancel the Customer's right to use and/or may reduce company's credit limit at any time. Upon notice, Arizona Fuel may amend this agreement at any time and all subsequent purchases shall be subject to such amendment. No cancellation will effect Customer's obligation to pay charges incurred.
15. Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule, or regulation of any governmental agency, will not affect the validity or enforceability of any other provision of this agreement.
16. Customer understands that no officer, employee, agent or assignee of Arizona Fuel 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 Arizona Fuel to inquire into the powers of Customer or its officers, agents or partners to incur indebtedness. Indebtedness of Customer to Arizona Fuel created in reliance upon the professed exercise of such powers is hereby guaranteed.
17. Any change or cancellation of this Agreement by Customer or cancellation of any Personal Guarantee shall not be effective until delivered at Arizona Fuel's mailing address of: P.O. Box 63634, Phoenix, Arizona 85082-3634.
18. Arizona Fuel may send invoices or statements and any notices to Customer at the address shown on this application. Notice shall be deemed delivered upon mailing.
19. Customer agrees to timely and immediately supplement in writing all information provided herein as the changes occur. Customer agrees to immediately notify Arizona Fuel in writing of any change in ownership or of the officers, partners, managers or authorized representatives of Customer.
20. If Customer's account is referred for collection, the Customer shall pay, in addition to all principal and interest, all attorney's fees and costs of collection, including collection agency fees. Customer agrees that jurisdiction and venue for any dispute under this agreement shall be County of Maricopa, State of Arizona. This application, agreement and personal guarantee shall be construed in accordance with the laws of the State of Arizona.
21. Arizona Fuel may offset any amounts due by Arizona Fuel to Customer against any amounts due by Customer to Arizona Fuel. In the event Customer fails to make payment of any amount when due, then all amounts due from Customer to Arizona Fuel shall be accelerated and immediately become due and payable. Any debt or other obligation owed by Customer to its Principal(s) is hereby subordinated to the obligation of Customer to Arizona Fuel.
22. The undersigned is fully authorized to bind company to this agreement and company agrees to be bound by all the terms and conditions stated herein.

COMPANY / CUSTOMER _____

NAME (Print or Type) _____

SIGNATURE _____

TITLE _____ DATE _____

CONTINUING PERSONAL GUARANTEE

The undersigned (Guarantor) hereby acknowledges and agrees that credit will not be extended to Customer without the execution of this personal guarantee. Guarantor acknowledges and agrees that Arizona Fuel is relying on the accuracy of all representations made herein in extending credit to Customer. Guarantor agrees to pay all amounts which become due pursuant to this Agreement. Guarantor authorizes Arizona Fuel to investigate Guarantor's credit history, either in connection with this application for credit or later in connection with any update, renewal, extension of additional credit, or collection activities under this Agreement. Guarantor acknowledges that any limitation on the Customer's credit shall not be construed to be a limit on the liability of Guarantor. Guarantor further acknowledges and agrees to pay all expenses of collection including reasonable attorneys' fees, costs, and collection agency fees incurred by reason of the default of the Customer or the default of Guarantor. Guarantor waives prior demand or presentment on Customer.

This is a continuing guarantee and shall be revocable only as to transactions entered into thirty (30) days after Arizona Fuel's credit department receives a "Notice of Termination of Guarantee" sent by Guarantor to Arizona Fuel c/o Credit Department P.O. Box 63634, Phoenix, Arizona 85082-3634 by certified mail.

The Guarantor's signature below with no spousal signature constitutes a warranty and a representation that the Guarantor is not legally married or in a legal Civil Union and an acknowledgement that Arizona Fuel is relying upon that representation in issuing credit to the Customer.

BY 1)	_____	_____	1)	_____	_____
	(GUARANTOR)	DATE		(SIGNATURE OF WITNESS)	DATE
BY 2)	_____	_____	1)	_____	_____
	(SPOUSE OF GUARANTOR)	DATE		(SIGNATURE OF WITNESS)	DATE
BY 3)	_____	_____	1)	_____	_____
	(CO-GUARANTOR)	DATE		(SIGNATURE OF WITNESS)	DATE
BY 4)	_____	_____	1)	_____	_____
	(SPOUSE OF CO-GUARANTOR)	DATE		(SIGNATURE OF WITNESS)	DATE

AUTHORIZATION AGREEMENT FOR ELECTRONIC FUND TRANSFER (EFT)

The undersigned company ("COMPANY") authorizes Arizona Fuel Distributors L.L.C. ("ARIZONA FUEL") to originate debit entries to its checking account as indicated below and the Depository Institution ("BANK") to accept and to debit the amount of such entries from the COMPANY'S account. Such entries will be limited to the invoice amount(s) on their respective due dates for products/services ordered by the COMPANY or its representatives from ARIZONA FUEL. Terms and conditions governing the EFT may be amended from time to time upon written agreement of ARIZONA FUEL and the COMPANY.

COMPANY NAME	PHONE NUMBER	EFFECTIVE SIGN-UP DATE	
ADDRESS	CITY	STATE	ZIP
BANK NAME PHONE NUMBER			
ADDRESS	CITY	STATE	ZIP
COMPANY NAME AS SHOWN ON CHECKS	BANK ROUTING NUMBER	COMPANY ACCOUNT	

This agreement is to remain in full force and effect until ARIZONA FUEL and BANK receive written notification of termination from COMPANY, and in no event termination be effective with respect to debit entries originated prior to ARIZONA FUEL 'S receipt of notice of termination. This agreement shall be governed by the NACHA Operating Rules in effect from time to time. The COMPANY understands that debit entries will be honored if sufficient funds are available in the COMPANY'S account. In the event a debit entry is returned to ARIZONA FUEL uncollected, the gross amount of the invoice or invoices covered by it will be immediately due and payable along with any associated finance and bank charges, and further participation in this Plan, at the option of ARIZONA FUEL, may be terminated. Future purchases, if the plan is terminated, will then be on terms as approved by ARIZONA FUEL.

In the event any error in billing, invoicing or pricing occurs, ARIZONA FUEL will promptly make the correction. ARIZONA FUEL reserves the right to cancel this program at any time by written notice to the company.

AUTHORIZED SIGNATURE(S) FROM COMPANY (per checking account)

SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

ARIZONA FUEL DISTRIBUTORS, LLC.

SIGNATURE	TITLE	DATE
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Please return the entire agreement along with a voided check to the address below. Upon ARIZONA FUEL'S acceptance, a copy will be sent to the BANK and the COMPANY.

ADDRESS: ARIZONA FUEL DISTRIBUTORS L.L.C.
 PO BOX 63634
 PHOENIX, AZ 85082-3634

ARIZONA FUEL DISTRIBUTORS LLC

P.O. BOX 63634; PHOENIX, AZ 85082

TEL: 602-437-4515; FAX: 602-437-4566

CUSTOMER INFORMATION SHEET

LEGAL BUSINESS NAME: _____ PHONE: _____
TRADE NAME OR DBA: _____ FAX: _____
PHYSICAL ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____
BILLING ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____
EMERGENCY CONTACT: _____ CELL PHONE: _____
STORE HOURS: _____ STORE PHONE: _____ STORE FAX: _____
FEDERAL ID OR SSN#: _____ STATE TAX ID#: _____

TANK INFORMATION

TANK SIZES

UNL: _____ DIESEL: _____

MID: _____ OTHER: _____

PREM: _____ OTHER: _____

ABOVEGROUND TANKS: YES [] NO []

VAULTED TANKS: YES [] NO []

PUMP TRUCK NEEDED: YES [] NO []

DO YOU HAVE UST EXEMPTION*: YES [] NO []

**IF YES, PLEASE SEND COPY OF EXEMPTION
CERTIFICATE*

PLEASE PROVIDE FAX NUMBERS AND EMAIL ADDRESSES FOR PRICING AND/OR EFT'S/INVOICES

EMAIL ADDRESS:	PRICING	EFT'S/INVOICES	FAX NUMBERS:	PRICING	EFT'S/INVOICES
_____	[]	[]	_____	[]	[]
_____	[]	[]	_____	[]	[]
_____	[]	[]	_____	[]	[]
_____	[]	[]	_____	[]	[]
_____	[]	[]	_____	[]	[]

COMMENTS:

FOR OFFICE USE ONLY:

Credit Status: Approved _____ Date: _____

NET ____ DAYS [] COD []

LOAD TO LOAD [] EFT []

Freight Coding GAS: _____ DIESEL: _____
Price Coding GAS: _____ DIESEL: _____

Customer #: _____