

AMERICAN OIL

CREDIT APPLICATION

APPLICANT INFORMATION

In this Application, "Applicant" or "you" means the individual or business entity applying for credit with American Oil or "us".

Legal Name of Business: _____ Tax ID: _____

Fictitious Name of Business (dba): _____ County, State Name Registered: _____

Billing Address: _____ City: _____ State: _____ Zip: _____ County: _____

Delivery Address: _____ City: _____ State: _____ Zip: _____ County: _____

Size of Petroleum Tanks: Diesel _____ Regular _____ Midgrade _____ Premium _____

Primary Contact Person: _____ Title _____

Office Phone: _____ Mobile: _____ Fax: _____ Email: _____

If more than one delivery address, please attach a separate list.

Type of Organization: ☐ Sole Proprietor ☐ Partnership ☐ LLP ☐ LLC ☐ Corporation ☐ Non-Profit ☐ Government ☐ Other _____

State of Formation: _____ Years in Business: _____ Have you ever declared bankruptcy? ☐ Yes ☐ No If yes, year: _____ State: _____

Does Applicant own or lease the property where fuel will be delivered? _____

If own, year purchased: _____ Monthly Mortgage Payment: _____

If lease, number of years left in lease: _____ Monthly Rent: _____

[For Retailers Only] Average Monthly Fuel Sales: _____ Average Monthly Store Gross Sales (excluding lottery): _____

*****PLEASE ATTACH THREE (3) MONTHS OF BANK STATEMENTS*****

BUSINESS INFORMATION

Name of Owner(s)/Officer(s)	Title	Address, City, State, Zip	Email	Social Security No.

*****PLEASE ATTACH COPY OF DRIVERS LICENSE*****

FUEL SUPPLIER CREDIT REFERENCES

Name	Address	City, State Zip	Phone

LIST OF ASSETS

Properties Held: Address	City, State Zip	Value /Outstanding Debt

EFT PAYMENT AUTHORIZATION

American Oil is authorized to initiate credit and debit entries electronically to Applicant's checking account listed below for properly supported charges at frequent intervals for varying amounts up to the amount owed. This authorization is to remain in full force and effect until terminated by Applicant in writing and received by American Oil; provided however, this authorization survives termination of the Agreement for any past due amounts owed by Applicant to American Oil. APPLICANT AGREES TO PAY AMERICAN OIL A LATE PAYMENT FEE OF \$250.00 FOR ANY EFT RETURNED FOR INSUFFICIENT FUNDS.

Bank Name: _____ Address: _____ City: _____ State: _____ Zip: _____

Account Name: _____ Account No. _____ Routing No. _____

Name: _____ Title: _____ Signature: X _____ Date: _____

*****PLEASE ATTACH A VOIDED CHECK*****

PERSONAL GUARANTY

For valuable consideration and to induce American Oil to extend credit to Applicant, the undersigned Guarantor agrees: (1) to unconditionally guaranty Applicant's payment and performance of the Agreement (see reverse), including payment of all present and future debts owed to American Oil by Applicant; (2) to waive notice of demands and notices of non-payment; (3) that the obligations of this Guaranty are joint and several and are independent from Applicant's obligations; (4) to waive all subrogation and recovery rights; (5) to pay attorneys' fees and costs incurred in enforcing this Guaranty; (6) that this Guaranty is binding upon his/her heirs and successors; (7) that his/her bankruptcy shall not affect his/her obligations to repay American Oil; (8) that this Guaranty is deemed continuing and irrevocable; and (9) that American Oil is authorized to obtain credit reports on the Guarantor and use said information in the evaluation in the credit of Applicant and authorizes American Oil to run additional credit reports on Guarantor as may be needed from time to time in their credit evaluation and review process; and (10) to waive any right or claim under the Fair Credit Reporting Act in the absence of this continuing consent.

Name: _____ Title: _____ Signature: X _____ SSN: _____ Date: _____
Name: _____ Title: _____ Signature: X _____ SSN: _____ Date: _____

SELLER'S PERMIT INFORMATION AND AUTHORIZATION

[For Retailers Only] Applicant hereby certifies that it holds a valid Seller's Permit No. _____ issued pursuant to the State of California Sales and Use Tax Law; that it is engaged in the business of selling petroleum fuels; that the fuel and any other personal property that Applicant shall purchase from American Oil will be resold in the form of tangible personal property. Applicant understands that it is required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property. Applicant hereby authorizes Jay Clemons, the Credit Manager for American Oil having its principal place of business at 3780 Kilroy Airport Way, Long Beach, CA, 90806 to contact the California Board of Equalization for purposes of requesting and receiving the status and amount of sales tax due and owed by Applicant. Applicant releases American Oil and the California Board of Equalization from any and all liability resulting from or pertaining to the information provided under this Authorization. This Authorization shall remain in full force and effect upon Applicant's signature below and for the duration of its contract relationship with American Oil.

Name: _____ Title: _____ Signature: X _____ Date: _____

CREDIT DISCLOSURES

CREDIT DISCLOSURE: The Applicant represents that the information given in this application is complete and accurate and authorizes American Oil to check with credit reporting agencies, credit references and other sources disclosed to confirm information given. Applicant requests a business line of credit, if approved for credit. Applicant agrees to the Terms and Conditions ("Agreement") provided with this application and/or provided in any supply agreement. Purchase of products or services pursuant to this application confirms Applicant's agreement to said Agreement. Applicant authorizes American Oil to contact Applicant at any of the numbers provided in the application regarding this application or any account opened as a result of this application.

FEDERAL COMPLIANCE: Our bank complies with Federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

INFORMATION SHARING DISCLOSURE: American Oil or its affiliates may, to the extent allowed by law, share information disclosed by or generated as a result of this application with each other.

TERMS & CONDITIONS

- 1. ESTABLISHMENT OF ACCOUNT.** American Oil, at its sole discretion, may extend credit and establish Account(s). Without notice we may modify, suspend or terminate your Account. You agree that this Account will only be used for the purchase of products and services for business purposes and not for personal, family or household purposes.
- 2. CREDIT LINE AND CAPACITY.** You agree that: (a) we may establish a credit line (limit) for your Account; (b) we may suspend your Account without notice if your Account balance exceeds your credit line; and (c) we may change your credit line without notice based on our evaluation of your creditworthiness and other factors. You will be advised of your credit line if your Account is approved. We are authorized to provide information about you and your Account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information.
- 3. BILLING AND PAYMENTS.** Invoices will be sent to you at the email address you provided above. Your Account will be delinquent if you do not pay it in full by the due date appearing on your invoice or if a payment is returned for insufficient funds or any other reason. If your payment due date falls on a weekend or holiday, your payment must be made on the business day following the payment due date. Delinquent Accounts will be subject to late fees (as described below), suspension, or termination of credit privileges, without notice. All charges must be paid in full regardless of disputes. Charges must be disputed in writing no later than ten (7) days from the billing date or they will be considered final and binding. American Oil, at its sole discretion, may offset any amount due by Applicant hereunder by any amount owed by American Oil.
- 4. CHANGES IN TERMS.** You agree that we may change the rates, fees, charges, and other terms described in this Agreement as well as introduce new terms and fees unless prohibited by applicable law, provided you are given advance written notice by us except when advance written notice is not required pursuant to other provisions of this Agreement. Any amendments to your Account will apply to the then existing balance of your Account to the extent permitted or required by applicable law.
- 5. DEFAULT.** If you default on this Agreement or any other agreement between you and us, then we may: (a) suspend or terminate your Account(s); (b) demand immediate payment of the entire Account balance; and (c) start a lawsuit for collection of the Account balance, subject to any notice of default and right to cure required by applicable law. To the extent not prohibited by applicable law, you agree to pay all collection costs, including reasonable attorneys' fees, regardless of whether a suit is filed.
- 6. LATE FEES; DEFAULT INTEREST.** A late fee of \$250.00 will be assessed on every delinquent Account, including Accounts with returned payments. In the event an Account is terminated for non-payment, American Oil will impose default interest at the rate of 18% per annum on the entire past due balance.
- 7. APPLICATION OF PAYMENTS.** Payments will be applied first to unpaid late fees and then to the oldest unpaid balance.
- 8. REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS.** You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body. You also warrant and represent that you are in compliance with all Federal, State and Local laws pertaining to the receiving, storing, handling, offering for sale, selling, delivering for use or using itself, any petroleum products and services purchased from American Oil under this Agreement.
- 9. WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES.** EXCEPT AS OTHERWISE REQUIRED UNDER LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT.
- 10. ASSIGNMENT.** You may not assign this Agreement without our prior written consent.
- 11. CANCELLATION.** We and you have the right to cancel this Agreement or Accounts at any time without advance notice. You remain obligated to pay for all purchases made before cancellation.
- 12. PARTIES TO THE AGREEMENT.** This is an agreement between you and us and no other entity shall be deemed a party to this Agreement or third-party beneficiary of it.
- 13. JOINT AND SEVERAL.** You shall be jointly and severally liable for all charges incurred hereunder.
- 14. SEVERABILITY.** In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement.
- 15. REQUIREMENTS OF A WRITING.** You agree that any electronic image of signed originals of this Agreement is binding as an original.
- 16. ENTIRE AGREEMENT.** This Agreement, any agreements which secure or guaranty your obligations under this Agreement, any electronic payment agreement, and any amendments, modifications, substitutions or replacements of any of those documents, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement. Except as is expressly permitted in this Agreement, no modification of this Agreement is effective unless in writing and signed by an authorized officer of you and us.
- 17. CHOICE OF LAW; VENUE.** This Agreement, including the Personal Guaranty, shall be governed and construed by the applicable laws of the State of California. Any arbitration, mediation, litigation or other proceedings arising out of or related to this Agreement, including without limitation post-judgment matters and debtor examinations, shall be conducted in Stanislaus County, California. This choice of venue is intended by the parties to be mandatory and not permissive in nature. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding whether pre-litigation, litigation, or post judgment collection actions including without limitation debtor's examinations brought in accordance with this Section. For purposes of California Code of Civil Procedure, section 395 et seq., the Parties agree that their obligations are to be performed in Stanislaus County and that the agreement(s) are entered into in Stanislaus County each company or person who opens an Account.

ACKNOWLEDGEMENT AND AUTHORIZATION

By signing below, Applicant acknowledges and agrees to have read in full our Credit Disclosure and agrees to comply with the Terms and Conditions set forth herein.

Name: _____ Title: _____ Signature: X _____ SSN: _____ Date: _____
Name: _____ Title: _____ Signature: X _____ SSN: _____ Date: _____

*****American Oil reserves the right to request additional information in completing its credit review of the Applicant.*****

*****For Office Use Only*****

Verify: ☐ Application complete and signed ☐ Copies of (a) Driver's license; (b) Seller's permit; and (c) voided check. Salesperson: _____
Approved by: _____ Location: _____ Date: _____ Acct.#: _____ Credit Limit: _____ Payment Terms: _____