



APPLICATION FOR CREDIT

Return completed application to:

Email: ar@sellerspetroleum.com

Fax: 928-329-0780

821 S. PACIFIC AVE., YUMA, AZ 85365 (928) 329-0777

BUSINESS DATA

Bulk Fuel ☐

Oils ☐

CFN ☐

Sales Rep: _____

Date: _____ Estimated Monthly Gallons: _____

Legal Name: _____ Trade Name (DBA): _____

Mailing Address: _____ Physical Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Attach an additional sheet if more than one job location

Fed Tax ID #: _____ Email: _____ Job Location: _____

AP Contact: _____ Email: _____ City: _____ State: _____ Zip: _____

Own ☐ Rent ☐ Landlord's Name: _____ Phone: _____ May we contact? Yes ☐ No ☐

Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Years in Business: _____ Nature of Business: _____

Any bankruptcy or legal judgments filed? Yes ☐ No ☐ If yes, when and where: _____

OWNERSHIP INFORMATION List Owner(s), Partners, Shareholders Name. (Attach an additional sheet if necessary)

Name: _____ Title: _____ Ownership of Business: _____ % DOB: _____

Home Address: _____ Own: ☐ Yes ☐ No ☐ SSN #: _____ Driver's License: _____

City: _____ State: _____ Zip: _____ Phone: _____ Email: _____

Name: _____ Title: _____ Ownership of Business: _____ % DOB: _____

Home Address: _____ Own: ☐ Yes ☐ No ☐ SSN #: _____ Driver's License: _____

City: _____ State: _____ Zip: _____ Phone: _____ Email: _____

BANK REFERENCE

Bank Name: _____ Contact Name: _____ Phone: _____

Checking Acct.: _____ Savings Acct.: _____ City: _____ State: _____

MAJOR TRADE REFERENCES (Excluding Credit Cards)

Please provide your current fuel supplier's information: May we contact them? ☐ YES ☐ NO

Fuel Supplier Name: _____ Phone: _____ Fax/Email: _____

Please list three companies that are authorized to provide a trade reference:

Name (1): _____ Phone: _____ Fax/Email: _____

Name (2): _____ Phone: _____ Fax/Email: _____

Name (3): _____ Phone: _____ Fax/Email: _____

Name of Organization: _____

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 "Supplier", is authorized to make a credit investigation and are hereby indemnified from any liability from their investigation. Supplier 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 Supplier for each customer based on the customers' credit worthiness. Upon approved credit, resale 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 fee will be charged on all returned items rejected by customer's financial institution.
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 Supplier 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 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 Supplier 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 Supplier's premises.
8. Supplier shall not be liable for any damages including consequential damages which may result from failure to provide fuel or failure of Supplier's equipment to operate in any manner whatsoever.
9. Supplier may without notice cancel the customers' right to use and/or may reduce company's line of credit at any time. Supplier may amend this agreement at any time and subsequent purchase will be 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 Supplier to inquire into the powers of customers or its officers, agents, or partners to incur indebtedness. Indebtedness of customers to Supplier 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, 821 S. Pacific Avenue, Yuma, AZ 85365.
13. Supplier 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 (Yuma, AZ and Imperial, CA).
16. Supplier may offset by any monies due by Supplier to Customer against any amounts due by Customer to Supplier. 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 Supplier.
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: _____ Printed Name: _____ Date: _____

CONTINUING PERSONAL GUARANTEE

To: HB Petroleum Inc., dba Sellers Petroleum

In consideration of the extension of credit granted by HB Petroleum, Inc., dba Sellers Petroleum, ("Supplier") to:

_____, (Applicant)
I hereby personally, individually, unconditionally and jointly and severally guarantee payment of whatever amount, which at any time shall be owing to Sellers Petroleum on account of goods delivered, together with all other damages and costs for which Applicant may be obligated to Supplier, 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 Petroleum 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 or not suit has been filed. Facsimile signatures shall have the same force and effect as original signatures.

DO NOT USE CORPORATE OR BUSINESS TITLES AS THEY ARE INAPPLICABLE

Guarantor's Signature: _____ Printed Name: _____

Social Security #: _____ Driver's License #: _____ Date of Birth: _____

SPOUSE MUST ALSO SIGN

Guarantor's Signature: _____ Printed Name: _____

Social Security #: _____ Driver's License #: _____ Date of Birth: _____