

<b>Company Information</b>	Applicant Name		Telephone No.		Fax No.	
	Mailing Address		City	State	Zip Code	
	Shipping Address		City	State	Zip Code	
	Business Description		Year Established		Fed. Tax ID #	
	A/P Contact Person	A/P Telephone No.	A/P E-Mail Address		Resale Number	
	Type of Business:		Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Non-Profit <input type="checkbox"/>
<b>Owners/Officers</b>	Principal #1	Title	Ownership %	Social Security No.	Drivers License No.	
	Home Address	City	State	Zip Code	Home Telephone No.	Own Rent
	Principal #2	Title	Ownership %	Social Security No.	Drivers License No.	
	Home Address	City	State	Zip Code	Home Telephone No.	Own Rent
	Principal #3	Title	Ownership %	Social Security No.	Drivers License No.	
	Home Address	City	State	Zip Code	Home Telephone No.	Own Rent
<b>Bank/Finance</b>	Main Banking Reference		Contact Name		Telephone No.	Fax No.
	Mailing Address		City	State	Zip Code	Checking Account # Savings Account #
	Additional Banking Reference		Contact Name		Telephone No.	Fax No.
	Mailing Address		City	State	Zip Code	Checking Account # Savings Account #
<b>Trade References</b>	Current Fuel/Oil Supplier		Contact Name	Account No.	Goods/Services Provided	
	Mailing Address		City	State	Zip Code	Telephone No. Fax No.
	Trade Reference #2		Contact Name	Account No.	Goods/Services Provided	
	Mailing Address		City	State	Zip Code	Telephone No. Fax No.
	Trade Reference #3		Contact Name	Account No.	Goods/Services Provided	
	Mailing Address		City	State	Zip Code	Telephone No. Fax No.
	Trade Reference #4		Contact Name	Account No.	Goods/Services Provided	
	Mailing Address		City	State	Zip Code	Telephone No. Fax No.
<b>General</b>	<b>Type of Account:</b> (Check all that apply)		Bulk Fuel <input type="checkbox"/>	Cardlock Fuel <input type="checkbox"/>	Bulk Oil <input type="checkbox"/>	Packaged Oil <input type="checkbox"/>
	Are you presently a Pacific Pride or AmeriNet Cardholder?		Yes _____	No _____		
	Have the card(s) been used within the last 2 years?		Yes _____	No _____		
	<b>Credit Amount Requested \$</b> _____					
			<b>Credit Dept Use:</b> Sales Rep. _____ Approval Date _____ By _____ Account # _____ Credit Limit _____			

(Please complete reverse side)

## CREDIT AGREEMENT & TERMS

1. In Consideration of the opening of an account, the undersigned, hereafter referred to as "Customer", agrees to the following terms in all credit transactions with Van De Pol Enterprises, Inc., hereafter referred to as VDP, unless otherwise agreed to in writing by authorized VDP officers:

### Payment Terms:

Delivered Fuel Invoices (less than 4000 gals.)	-	30 days from Delivery date
Delivered Fuel Invoices (over 4000 gals.)	-	10 days from Delivery date
Cardlock Invoices	-	15 days from Invoice date
Lubricant & Equipment Invoices	-	30 days from Invoice date

2. The undersigned further agrees that VDP may assess a late fee of 1 ½% per month (18% annual rate) on all balances over 30 days from date of invoice.
3. In the event of returned checks, Customer agrees to pay a handling fee of \$5 for each returned check. Customer further agrees to pay a returned check fee of \$20 for each returned check under \$1,000 and a returned check fee of \$50 for checks over \$1,000.
4. In the event of a breach of any of the terms of this agreement or any other agreement between VDP and Customer, Customer agrees to pay all attorney's fees and costs reasonably incurred by VDP, whether or not an action is filed. This attorney's fee clause is limited strictly to contract actions. It does not extend to tort actions.
5. If an action to enforce any obligations between the parties to this credit application is instituted, Customer agrees to limit venue to any court competent jurisdiction in San Joaquin County, California. **THE CUSTOMER ALSO WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION, WHETHER BROUGHT BY VDP OR BY CUSTOMER.**
6. Customer agrees to review all invoices and/or statements provided by VDP in either electronic or printed form, and to notify VDP not later than 20 calendar days after the date of each invoice and/or statement of any errors or disputes with respect to transactions and other information reflected therein. After 20 days, each such invoice and/or statement and the transactions therein shall be binding on Customer.
7. Customer agrees to remain liable on all charges incurred until written notice is received by VDP and Confirmed in writing by VDP.
8. Customer submits this application for the purpose of obtaining credit and certifies to VDP that all of the information on the form is true, correct and complete in all material respects and that authorizes VDP to investigate all references and any matters pertaining to Customer's credit and financial credit and agrees to be bound by the terms stated in this credit application for all purchases made from VDP.
9. Customer agrees to immediately notify VDP of any change in ownership or form of said business. This instrument shall remain in full force and effect until VDP receives a written notice of revocation.
10. Customer agrees that unless it files suit within 1 year of the accrual of any cause of action it has against VDP, that action shall be time barred.

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Print Name & Title

Signature

Date

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Print Name & Title

Signature

Date

## CONTINUING GUARANTEE

**Continuing Guarantee.** In consideration of the extension of credit to Applicant, and to induce the extension of credit, I, the undersigned, give my continuing guarantee of any and all indebtedness of Applicant to Van De Pol Enterprises, Inc. If there are other guarantors, the obligations of the guarantors are joint and several and independent of the obligations of Applicant.

**Separate Action Against Me.** A separate action may be brought and prosecuted against me whether or not brought against Applicant or whether Applicant is joined in that action.

**Waiver and Tolling of Statute of Limitations.** I waive, or to the fullest extent permitted by law, the benefit of any statute of limitations, affecting the liability under this guarantee or the enforcement of this guarantee. Any payment by Applicant or other circumstance which operates to toll any statute of limitations as to Applicant shall operate to toll the statute of limitations as to me.

**Waiver of Notice.** I waive all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this guarantee, notice of any changes or modification of the Credit Agreement, and notices of the existence, creation or incurring of new or additional indebtedness, except any notice or demand that is required by statute and cannot be waived.

**Waiver of Defenses.** I waive any rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to the guarantor or other surety by reason of Sections 2787 to 2855, inclusive, of the Civil Code, and any rights or defenses I may have in respect of my obligations as a guarantor by reason of any election of remedies by the Van De Pol Enterprises, Inc. I also waive any defense based on or arising out of any defense of Applicant other than payment in full of the indebtedness, including, without limitation, any defense based on or arising out of the disability of Applicant, the unenforceability of indebtedness or any part of it from any cause, or the cessation from any cause of the liability of Applicant, other than payment in full of any indebtedness.

**Authority of Agents Need Not Be Investigated.** It is not necessary for Van De Pol Enterprises, Inc. to inquire into the capacity or powers of Applicant or the officers, directors, partners, or agents acting or purporting to act on Applicant's behalf, and any indebtedness made or created in reliance on the professed exercise of those powers shall be guaranteed under this guarantee.

**Successor Partnerships.** If Applicant is partnership, the work "Applicant" and "indebtedness" shall be used in this guarantee to include all successor partnerships and their liabilities to Applicant.

**Subordination.** Any indebtedness of Applicant now or in the future held by me is hereby subordinated to the indebtedness of Applicant to Van De Pol Enterprises, Inc.

**Release of Indemnity Rights.** I hereby release and renounce all rights of indemnity I may have against Applicant arising from or created as a result of the enforcement of this Continuing Guarantee.

**Information Concerning Applicant.** I assume all responsibility for keeping myself informed of Applicant's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the indebtedness and nature, scope and extent of the risk I assume and incur under this guarantee, and agree that Van De Pol Enterprises, Inc. shall have no duty to advise me of any known information known to it regarding those circumstances or risks.

**No Waiver by Van De Pol Enterprises, Inc.** The right or power of Van De Pol Enterprises, Inc. under this guarantee shall not be deemed to have been waived by any act or conduct on the part of Van De Pol Enterprises, Inc. or by any neglect to exercise that right or power, or by any delay in doing so; and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Van De Pol Enterprises, Inc.

**Further Terms.** The terms of the Credit Agreement are incorporated into this Continuing Guarantee and apply to me, including, but not limited to, the clauses concerning **ATTORNEYS FEES, VENUE IN SAN JOAQUIN COUNTY, and JURY TRIAL WAIVER.**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_