



2500 East 4th Street - Reno, Nevada 89512

Phone (775) 323-3146

Fax (775) 789-7900

**ALLIED WASHOE PETROLEUM
ACCOUNT CREDIT APPLICATION**

Allied Washoe Petroleum
2500 East 4th Street Reno, Nevada 89512
(775) 232-3146

Account Application Package Checklist

Thank you for your interest in opening an account with Allied Washoe Petroleum. Our goal is to initiate your account as rapidly as possible. Accordingly, we request that you please provide the following information in order to assist the completion of the application process and in initiating your account:

- _____ Account Credit Application Form
- _____ Personal Guaranty Form – sole proprietorships, partnerships and private corporations
- _____ Authorization Agreement for EFT / ACH Payments Form
- _____ Billing Information Delivery Options Form
- _____ Customer Release of Credit Information Authorization Form
- _____ Cardlock Fleet Fueling Agreement Form
- _____ Sales and Use Tax Permit / Exemption Form (as required)
- _____ DMV Statement of Acknowledgement and Intended Use of Clear Kerosene Form
- _____ DMV Statement of Acknowledgement and Intended Use of Dyed Special Fuel Form

If you are interested in establishing an account, you may fax this information to us at (775) 789-7900. We will need the original documents in our possession prior to activating your new account.

If you have any questions, please feel free to contact your account representative or our credit department at (775) 954-4803.

Thank you very much again and we look forward to delivering your petroleum needs!!



<http://www.sunocoinc.com/site/>



COMMERCIAL
FUELING
NETWORK



Allied Washoe Petroleum
2500 East 4th Street Reno, Nevada 89512
(775) 232-3146

Customer Account Credit Application – Page #1

Company Information:

Full Legal Company Name _____

dba or Trade Name _____

Billing Address _____ City _____ State _____ Zip _____

Delivery Address _____ City _____ State _____ Zip _____

Telephone # _____ Fax # _____ Email _____

Company Ownership Information:

Sole Proprietorship Partnership Private Corp Publicly Held Not for Profit

Business Description _____ Date established or incorporated _____

State of Incorporation _____ Number of employees _____

How long under present ownership _____ Project Monthly Purchases \$ _____

Business Location Owned Leased / Rented PO's Required? Yes No

Federal Tax ID # _____ Resale Cert # _____ D & B # _____

Has the company, or its owners, ever been in or declared bankruptcy? Yes No

If Yes, please provide pertinent additional information on separate paper and include with this application.

PARTNERSHIP OR PROPRIETORSHIP:

Title	Name	Home Address	Social Security #
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President	_____	_____	_____
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Vice President	_____	_____	_____
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Secretary	_____	_____	_____
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Treasurer	_____	_____	_____
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BANKING REFERENCE:

Name	Address	Telephone Number	Account #
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_____	_____	_____	_____
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Payment Terms

Delivered Fuel Invoices (Less than 4,000 Gallons) - 15 Days from Delivery Date

Delivered Fuel Invoices (More than 4,000 Gallons) -10 Days from Delivery Date

Cardlock Fleet Fueling Invoices - 15 Days from Invoice Date

Lubricant & Home Heating Oil Invoices - Due by 10th of following month

PLEASE COMPLETE CUSTOMER ACCOUNT CREDIT APPLICATION – PAGE #2

Attn: Signatore - Please Initial Here [redacted] as this page does not Require a Signature

Allied Washoe Petroleum
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Customer Account Credit Application – Page #2

TRADE REFERENCES

Name	Address	Telephone#	Fax #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MOST RECENT FUEL SUPPLIER

Name	Address	Telephone	Fax #
_____	_____	_____	_____

STANDARD TERMS AND CONDITIONS

The CUSTOMER fully understands and agrees to comply with the following terms and conditions:

- 1) Credit is extended at the sole discretion of the Allied Washoe Petroleum. Credit limitations shall not be construed to be a limitation on the liability of the Customer's account or any personal guarantee. Allied Washoe Petroleum reserves the right to modify or terminate any Customer's credit privileges at any time without prior notice.
- 2) Payment is due within the terms agreed upon from the date of delivery. Past due accounts are subject to delays in shipment of further orders.
- 3) Late fees are assessed on all past due amounts. Late fees accrue at a rate of one and one-half percent (1 ½%) per month, 18% per annum or the maximum permitted by state law.
- 4) Returned checks, and other debits applicable, are subject to a thirty five dollar (\$35.00) returned item fee. If item does not clear and is returned, Allied Washoe Petroleum may withdraw funds from your account electronically.
- 5) If it becomes necessary to initiate collection procedures, all costs incurred by Allied Washoe Petroleum (up to and including all attorney fees) will be reimbursed to Allied Washoe Petroleum by Customer – a minimum fees rate of 35% will be added to the balance of the outstanding debt. Customer agrees that jurisdiction and venue for any contract shall be at the discretion of Allied Washoe Petroleum.
- 6) Customer authorizes Allied Washoe Petroleum to make "absentee" deliveries and agrees that the Customer's signature on delivery documents is not a requirement of payment to Allied Washoe Petroleum. If there is a problem with a delivery (spill, missed drop, shortage, etc) Customer agrees to advise Allied Washoe Petroleum, in writing, within 24 hours of event.
- 7) Customer must notify Allied Washoe Petroleum in writing and by certified mail of any change of ownership, name or structure of the business under which credit is established.
- 8) Customer acknowledges that regarding Keep Full Home Heating Oil Service and Delivery, delinquent accounts receiving Red Tag status or Stoppage of Regular Deliveries for non-payment of prior deliveries, must themselves contact the Allied Washoe Petroleum in order to re-initiate heating oil fuel deliveries to address(s) involved in established Keep Full Service and Deliveries.
- 9) Customer understands that no officer, employer, employee, agent or assignee of Customer has authority to waive any provisions of this agreement, nor shall any industry custom or practice vary the express provisions contained herein. 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 provision of this agreement. Allied Washoe Petroleum's failure to enforce any specific right or otherwise indulge the Customer shall not be deemed a waiver of this agreement or any part of this agreement.
- 10) Customer is obligated for purchases notwithstanding change in the form of business or sale to a third party unless written notice is received by Allied Washoe Petroleum. Customer shall indemnify and hold Allied Washoe Petroleum harmless from any claims and costs, including but not limited to those for bodily injury and damage, which may be occasioned by or attributable to the Customer or its agents while on Allied Washoe Petroleum premises. Allied Washoe Petroleum shall not be liable for any damages which may result from failure to provide fuel or the failure of Allied Washoe Petroleum equipment to operate.
- 11) Allied Washoe Petroleum may upon notice amend this agreement. Subsequent purchases shall be subject to such amendment. No Cancellation will affect Customer's obligation to pay charged incurred.
- 12) Card-lock Access Cards: Card-lock facilities are sites that sell fuel utilizing automated fueling dispensers. The automated dispensers are activated through Access Cards issued by Allied Washoe Petroleum to its customers ("Access Cards"). I/We understand that Access Cards are not credit cards and are issued for the limited purpose of activating card-lock network automatic fueling dispensers and recording the time, place, date, gallons and type of fuel dispensed. I/We understand their use and are responsible for all charges to my/our account.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Allied Washoe Petroleum Representative Name: _____

PLEASE COMPLETE CUSTOMER ACCOUNT CREDIT APPLICATION – PAGE #1

Allied Washoe Petroleum
2500 East 4th Street Reno, Nevada 89512
(775) 232-3146

FOR COMMERCIAL USE ONLY

AUTHORIZATION AGREEMENT FOR EFT/ACH PAYMENTS

We hereby authorize Allied Washoe Petroleum to initiate debit entries to our checking account indicated below and the depository named below; hereinafter called Depository, to debit the same account. These debit entries may be in the form of paper draft or electronic debit.

DEPOSITORY

Bank Name _____

Account Number _____ ABA Routing Number _____

Or attach a voided check

This agreement is to remain in full force until Allied Washoe Petroleum and Depository have received written notification of its termination within such time and manner as to afford Allied Washoe Petroleum and Depository a reasonable opportunity to act. This agreement allows Allied Washoe Petroleum to charge debits and credits to this account at frequent intervals for varying amounts. If the due date falls on a Saturday, the drafting will occur on Friday. If the due date falls on Sunday, or a Holiday, the draft will occur on the following business day. An account over the credit limit may be drafted before the due date. The right to review any invoice before a debit is charged to our account is relinquished. Any discrepancies discovered after payment on an invoice will be adjusted on the next scheduled draft date.

CUSTOMER

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____ Email Address _____

SIGNATURE

Signature _____ Title _____

Print Name _____ Date _____

PLEASE RETURN VIA FAX TO (775) 789-7900 or via EMAIL TO finance@alliedwashoe.com

Allied Washoe Petroleum
2500 East 4th Street Reno, Nevada 89512
(775) 232-3146

PERSONAL GUARANTY

To Be Signed and Notarized by Applicant and Spouse

WHEREAS, _____, (Debtor), is or may be indebted to Allied Washoe Petroleum, (Creditor).
(Customer's Name)

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned (Guarantor) hereby guarantees to Creditor the prompt payment at maturity, and at all times thereafter, of the Guaranteed Indebtedness (hereafter defined), this guaranty being upon the following terms and conditions.

1. The term "Guaranteed Indebtedness", as used herein, includes (a) all indebtedness of every kind and character, without limit as to amount, whether now existing or hereinafter arising, of Debtor to Creditor, regardless of whether evidenced by open account statements, notes, drafts, acceptances, discounts, judgment, verdict, award, or dismissal of a lawsuit, complaint, or cross-complaint in creditors favor, and whether such indebtedness be fixed, contingent, joint, several, or joint and several; (b) all indebtedness of every kind and character arising out of any dispute between Creditor and Debtor, whether evidenced by admission by the Debtor, or by judgment, verdict or award in Creditor's favor, or by dismissal of a lawsuit, legal proceeding, complaint or cross-complaint in Creditor's favor; (c) any and all costs, attorney's fees, and expenses suffered by Creditor by reason of Debtor's default in payment of any of the foregoing indebtedness; (d) interest on any of the indebtedness described in (a) or (b) ; and (e) any renewal or extension of the indebtedness, costs of the indebtedness, costs, or expenses described in (a) through (d) preceding, or any part thereof.
2. This instrument shall be an absolute and continuing guaranty, and the circumstances that at any time the Guaranteed Indebtedness may be paid in full shall not affect the obligation of the Guarantor with respect to indebtedness of Debtor to Creditor thereafter incurred.
3. If Guarantor becomes liable for any indebtedness owing by Debtor to Creditor, by endorsement or otherwise, other than under this guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of Creditor hereunder shall be cumulative of any and all other rights that Creditor may ever have against Guarantor. The exercise by Creditor of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.
4. In the event of default by Debtor in payment of the Guaranteed Indebtedness, or any part thereof, when such indebtedness becomes due, either by its terms or as a result of the exercise of any power to accelerate, Guarantor shall, on demand and without further notice of dishonor, without any notice having been given to Guarantor previous such demand of the acceptance by Creditor of this Guaranty and without any notice having been given to Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to Creditor, and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Debtor or others liable on such indebtedness, or to enforce its or his rights against any security which shall ever have been given to secure such indebtedness.
5. Guarantor hereby agrees that its or his obligations under the terms of this guaranty shall not be released, diminished, impaired, reduced, or affected by the occurrence of any or more of the following events: (a) the taking or accepting of any other security or guaranty for any or all of the Guaranteed Indebtedness; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing in connection with any or all of the Guaranteed Indebtedness; (c) any partial release of the liability of Guarantor hereunder, or if there is more than one person and/or entity signing this guaranty, the release of any one or more of them, hereunder; (d) the death, insolvency, bankruptcy, disability, or lack of corporate power of Debtor, or any party at any time for the payment of any and all of the Guaranteed Indebtedness, whether now existing or occurring; or (e) any payment by Debtor to Creditor is held to constitute a preference under the bankruptcy laws or if any other reasons Creditor is required to refund such payment or pay the amount thereof to someone else.
6. This guaranty is for the benefit of Creditor and Creditor's heirs, personal representatives, successors, and assigns, and in the event of an assignment to the Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This guaranty is binding not only on Guarantor, but on Guarantor's heirs, personal representatives, successors, and assigns, and if this guaranty is signed by more than one person and/or entity, then all of the obligations of Guarantor arising herein be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors and assigns.
7. Guarantor represents that he or it is the owner of a direct or indirect interest in Debtor and that Guarantor will receive a direct and material benefit from the proceeds of any of the Guaranteed Indebtedness.
8. Guarantor agrees that if a Debtor fails to timely notify Creditor in writing of any claims relating to the quality of products delivered by the Creditor to debtor in accordance with the pertinent invoice, Guarantor shall be deemed to have waived any claims as to the quality of products.
9. This Guaranty is executed and delivered as an incident to open account transactions by and between Debtor and Creditor and is negotiated, consummated, and performable in Washoe County, Nevada, as well as all counties located in California, Idaho, Montana, Oregon, Utah and Washington or other localities as elected by Creditor and shall be construed according to the laws of the State of Nevada or California at the election and discretion of Creditor.
10. The Undersigned authorizes Creditor and Creditor's heirs, personal representatives, successors, and assigns to check its or their consumer credit and personal employment history.

SIGNATURE

Executed this _____ day of _____, 20____

Guarantor (Signature)

Guarantor (Print Name)

Guarantor Social Security Number

NOTARIZATION

State of _____

County of _____
Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____
by _____

personally known to me or proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

Spouse (Signature)

NOTARY PUBLIC SIGNATURE

Spouse (Print Name)

Allied Washoe Petroleum
2500 East 4th Street Reno, Nevada 89512
(775) 232-3146

Billing Information Delivery Options

Through our computer system, we have the ability to automatically fax or e-mail invoices and statements, EFT notices and pricing. It is our goal to electronically transmit all information via e-mail, but we are also sensitive to the fact that this may not always be convenient or practical for all customers.

If you would please take a minute to fill out this form and return it to us with your completed account credit application, it would assist us in determining the best method of delivery for information to your specific account.

Thank you,

Credit Department
Allied Washoe Petroleum

Company Name: _____

Please choose from one of the following:

___ E-Mail our invoices to e-mail address: _____

___ Fax our invoices to the attention of : _____
Via fax number: _____

___ Mail our invoices to the billing address on our account credit application

Signature : _____ Title: _____

Print Name: _____

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Customer Release Authorization Form—for obtaining consumer credit reports and references

Last Name: _____ First Name: _____ Middle Initial: _____

Home Address: _____ City/State: _____ Zip Code: _____

Social Security #: _____ Date of Birth: _____ Home Phone: _____

Last Name: _____ First Name: _____ Middle Initial: _____

Home Address: _____ City/State: _____ Zip Code: _____

Social Security #: _____ Date of Birth: _____ Home Phone: _____

Last Name: _____ First Name: _____ Middle Initial: _____

Home Address: _____ City/State: _____ Zip Code: _____

Social Security #: _____ Date of Birth: _____ Home Phone: _____

The undersigned hereby consents to Allied Washoe Petroleum, or its agents, use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s) proprietor(s) and or guarantor(s) in connection with the extension of business credit as contemplated by this Credit Account Application. The undersigned authorizes Allied Washoe Petroleum, or its agents, to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Credit Account Application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Allied Washoe Petroleum
2500 East 4th Street Reno, Nevada 89512
(775) 232-3146

Sales and Use Tax Permit Information

Name: _____

Address: _____ City/State: _____ Zip Code: _____

I HEREBY CERTIFY:

That I hold a valid Sales and Use Tax Permit (copy attached) number: _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling: **Petroleum Products**. That the tangible personal property described herein which I shall purchase from **Allied Washoe Petroleum** will be resold by me in the form of tangible personal property; provided; however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased: **Petroleum Products, including, but not limited to: gasoline, diesel fuel, oil, and lubricants.**

Signature of Purchaser or Authorized Agent: _____

Print Name: _____

Title: _____ Date: _____

“SG” Permit Number (if applicable): _____

Allied Washoe Petroleum
2500 East 4th Street Reno, Nevada 89512
(775) 232-3146

Allied Washoe Petroleum Card-lock Fleet Fueling Agreement

CUSTOMER: _____

ACCOUNT: _____

CONTACT NAME: _____ PHONE # _____

CARDLOCK AGREEMENT

The person, or persons, who have applied for or accepted an Allied Washoe Petroleum charge account, and whose name appears on the account (collectively referred to as "Customer"), jointly and severally agree to pay Allied Washoe Petroleum all amounts any of them have authorized or permitted to be charged to the account, notwithstanding terms contained on any sales slips to the contrary, plus the total collection and legal expenses, and reasonable attorney's fees, incurred by Allied Washoe Petroleum in its collection efforts and enforcement of this agreement in accordance with the following terms and conditions.

Customer represents and agrees that products purchased will not be used for any purpose which violates the laws of the State of Nevada, California or the United States of America.

Customer shall immediately notify Allied Washoe Petroleum by fax at (775) 789-7900, by collect call to (775) 323-3146, if needed, and then in writing, of any loss or theft of a Cardlock card. Allied Washoe Petroleum will NOT charge a fee to lockout individually "lost" cards. Regular requests for re-alteration and re-issuance of Cardlock cards defined as excessive by Allied Washoe Petroleum will be assessed a re-issuance fee per card and shipping charges will be added to requests such as this as well. All purchases made on an unreported lost or stolen Cardlock card(s) shall be charged and due from the Customer until written notice is received. Liability for the balance of said charges will remain up to the time / date that official notice, by the methods above, is received by Allied Washoe Petroleum of the loss or theft of card(s).

Customers electing Overnight, Next Day or Rush shipments of Cardlock card(s) order(s) shall be, at the discretion of Allied Washoe Petroleum, assessed additional shipping fees in order to belay these costs to the Customer creating the charges. These charges will range from \$20-\$40 per shipment.

In the event of Customer's default in making any payment in full when due, Customer's death, bankruptcy, or insolvency, or any violation of this agreement, then all or any portion of Customer's obligation to Allied Washoe Petroleum shall, upon Allied Washoe Petroleum's election and without notice, become immediately due and payable, and Allied Washoe Petroleum shall have the right to immediately cause Customer's Card(s) to be locked out of the system without notice to Customer. Customer's Card(s) may, at the discretion of Allied Washoe Petroleum, be reactivated upon receipt of all past due balance up to and including all late charges assessed.

Allied Washoe Petroleum may at any time, without notice, cause or liability to Customer or in any way affecting Customer's obligations to Allied Washoe Petroleum, reduce or cancel all credit available to Customer, refuse to make any further sales, and revoke the/any Cardlock Card(s). Customer agrees to surrender the Cardlock Card(s) upon Allied Washoe Petroleum's demand.

Customer will promptly notify Allied Washoe Petroleum of any changes in residence or mailing address.

Customer will be billed twice per month; on or about the 16th of the month and again on the 1st of the following month for all purchases made up to and including the last day of the previous month. Payment in full is due 15 days from invoice date and is delinquent on the last day of the following month. The discount is only applicable when invoices are paid within 15 days following the invoice date. A customer whom is not paying current will be subject to having their cards locked out of the system without notice. A re-activation fee of \$20.00 will be charged to the Customer to re-instate their Cardlock cards. Customers will be notified in writing 30 days prior to any change in billing dates.

A late charge of 1.5% per month (18% Annual Percentage Rate) will be charged on the balance shown 30 days after invoice date. The late charge is subject to a \$1.00 minimum.

I/We consent to a credit check based upon the information provided on the preceding account credit application for the purpose of obtaining a Cardlock Access Card and for any reason that Allied Washoe Petroleum deems necessary for the collection of the account.

Quantity discounts will be allowed to customers meeting the volume requirements and keep their account current.

Customer recognizes and understands that actual Cardlock fuel prices are not associated, nor are they related to in anyway, with prices listed on fuel pumps or location signage located at combined retail sites and locations throughout the United States of America.

Customer: _____ *Signed by:* _____ *Title:* _____ *Date:* _____
