Sales Code: _____

BENNETT OIL

810 E. Sheldon Street, Prescott, Arizona 86301

Phone: (928) 445-1181 Fax: (928) 778-4939

Fleet/Business Credit Application

Section I BUSINESS DATA

Trade Name: _____

Legal Company Name: _____ Federal Tax ID: _____

Billing Address: _____ _____ _____
Street City State Zip

Delivery Address: _____ _____ _____
Street City State Zip

E-mail Address: _____ County: _____

Business Telephone (including area code): ( ) _____ Business Fax: ( ) _____

Type of Business Organization (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC

Type of Business Activity: _____ Number of Years under current ownership: _____

Contractor License: _____ Requested Credit Line: $ _____ Real Estate: Own/Rent (Circle One)

Please indicate your preference for receipt of invoices: ☐ E-mail ☐ Fax ☐ US Mail

Indicate type of account you are applying for: ☐ Wholesale ☐ Cardlock, # of cards requested _____

Section II OWNERSHIP INFORMATION

List Owner(s), List Partner(s), Shareholder(s) Names: (Attach additional sheet if necessary)

Name(s) First	Middle Initial	Last	Social Security Number
(1)			
(2)			
(3)			

Residences Address(es): (Attach additional sheet if necessary)

	Street	City	State	Zip
(1)				
(2)				
(3)				

Section III BANK REFERENCE

Name of Bank: _____ Contact Person: _____

☐ Checking ☐ Savings Account # : _____ Bank Telephone: ( ) _____

Section IV MAJOR CREDIT REFERENCES

Give only names of those you buy from on open account.

1. Company Name: _____ Contact: _____ Telephone: ( ) _____
   Address: _____ City: _____ State/Zip: _____
2. Company Name: _____ Contact: _____ Telephone: ( ) _____
   Address: _____ City: _____ State/Zip: _____
3. Company Name: _____ Contact: _____ Telephone: ( ) _____
   Address: _____ City: _____ State/Zip: _____

Section V PAYMENT METHODS

☐ 1. EasyPay (ACH/EFT) *

☐ 2. Credit Card ***

Required information for all payment methods:

☐ Attach a copy of a voided check and enter bank or credit card information below.

Bank Name: _____ Phone: _____

Account Number : _____ Nine Digit ABA/Routing: _____

Credit Card #: _____ Exp Date: _____ SIC Code: _____

* ACH debit will be made on invoice due date.

*** Method requires Bennett Oil to charge a 2% "convenience fee".

Initial _____

CREDIT TERMS AND SALES AGREEMENT

The undersigned Applicant, herein after referred to as "Customer", hereby authorizes BENNETT OIL CO. to contact the bank and credit references disclosed on this Credit Application as well as credit bureau and/or credit reporting agencies and to obtain from such entities information Bennett Oil Co. deems necessary to enable it to evaluate this Credit Application. In addition, Customer hereby authorizes the' references disclosed herein to release to Bennett Oil Co. all information requested by us pertaining to Customer's account, business practices and credit history. If required, Customer agrees to give written authorization to such entities to furnish information to Bennett Oil Co. Acceptance of this agreement is contingent upon Bennett Oil Co.'s approval of Customer's credit application. Bennett Oil Co. may require a cash security deposit or other similar financial accommodation in order to provide the services desired by Customer

Customer agrees the following terms and provisions shall apply to purchases from Bennett Oil Co.:

1. If the total invoice price is not paid in full on or before the due date, a late charge of 1 1/2% per month on the past due amounts computed from due date of each invoice shall be due and owing. Any amounts not paid within 10 days of the due date will be reported to one or all major credit reporting bureaus.
2. A $25.00 handling charge shall be levied against Customer for each returned check, which levy shall be immediately due and payable by Customer.
3. In the event it becomes necessary for Bennett Oil to employ counsel to enforce any of the provisions of this Agreement, or the breach thereof, then, in that event, Customer shall pay to Bennett Oil all costs incurred, including, without limitation, reasonable attorneys fees and or collection fees.
4. This Agreement shall be governed by and construed under the laws of the State of Arizona. By execution of this Agreement, Customer hereby consents to the jurisdiction and venue of the Superior Court of Arizona, In and For the County Of Yavapai and agrees this Agreement may be enforced through such court or, if appropriate, a Magistrate court located in Yavapai County, Arizona.

Customer agrees that the following terms and provisions shall apply to purchases from Bennett Oil: (select all appropriate sales categories)

☐	I.	Oil Lubes, grease and specialty products: All purchases are billed Net 15 days from date of delivery.
☐	II.	All Bobtail (commercial) fuel products (except purchases for resale) : Purchases are billed Net 15 days from date of delivery.
☐	III.	Wholesale fuel purchases for resale (dealer deliveries): All purchases are billed Net 10 days from date of delivery and require EFT draft authorization to allow initiation of payments by Bennett Oil Co.
☐	IV.	Cardlock fuel products: All purchases are billed Net 15 days from the date of invoice. Certain discounts apply if Bennett Oil is authorized to initiate EFT via ACH.

5. Should Customer be issued one or more Cardlock Cards, Customer shall be liable for all fuel drawn by the use of each cardlock card issued to Customer until such card is returned to Vendor or Customer requests that Vendor suspend or terminate Customer's right to use such card(s). Request for activating the cards, suspending, terminating, or reporting lost or stolen cards may be made by Customer via telephone by calling 1-800-428-4512 or 928-445-1181. However, such requests must be confirmed in writing within 48 hours, by fax at 928-778-4939 or by email at bennettoil©yahoo.com. Bennett Oil Co. reserves the right to suspend Customer's right to use the card(s) at any time without notice. Cardlock card replacement fees are $2.00 per card up to 10 cards, and $1.25 for every card thereafter.
6. Customer acknowledges and agrees that this agreement may not be assigned by Customer without the written consent of Bennett Oil. Customer acknowledges that Bennett Oil may assign this agreement without Customer consent.
7. Fees, payment terms and other conditions of this agreement may be changed by Bennett Oil Co. without notice. Continued use of Bennett Oil services after 30 days constitutes acknowledgment and acceptance of the change.
8. Customer represents and warrants that it has authority to enter into this Agreement and that the person executing this Agreement has been duly authorized to do so for and on behalf of Customer. Customer further represents and warrants that the information furnished by Customer on the accompanying Credit Application is true and correct.

Customer Signature: _____ Date:_____

Print Name: _____ Title: _____

BENNETT OIL CO.

PERSONAL GUARANTY

In consideration of Bennett Oil Co., at my (our) request, giving or extending terms of credit to_____ (hereinafter "Customer") for the purchase of fuel, oil, lubes, greases and specialty products, the undersigned (hereinafter "Guarantors"), intending to bind their separate and community property estates, jointly and severally unconditionally guarantee and promise to pay Bennett Oil Co., or order, on demand, in lawful money of the United States, any and all indebtedness of Customer to Bennett Oil Co. arising out of purchases by Customer its agents or employees of products and services from Bennett Oil Co. Guarantor's obligation hereunder are independent of Customer's obligations. A separate action may be brought against any Guarantor whether action is brought against any other Guarantor or Customer. If Company is required to enforce Guarantors obligation by legal proceedings: Guarantors shall pay to Bennett Oil Co. all costs incurred, including without limitation, reasonable attorney's fees, as awarded by the court, without a jury. Guarantor's obligation under this Guaranty shall be binding on Guarantor's heirs, devisees, personal representatives, successors and assigns. This Personal Guaranty shall continue in full force and effect until surrendered and delivered to Guarantors or until revocation of the Personal Guaranty signed by Guarantors is accepted in writing by Bennett Oil Co. Surrender or revocation thereof shall not affect the obligation of Guarantors as to any indebtedness of Company existing at the time of such surrender or revocation. This Personal Guaranty is being executed and delivered in the State of Arizona and by execution of this Personal Guaranty, Guarantors hereby consent to the jurisdiction and venue of the Superior Court Of Arizona, In and For the County of Yavapai, and agree this Personal Guaranty may be enforced through such court or, if appropriate, a Magistrate Court located in Yavapai County, Arizona .

IN WITNESS WHEREOF, Guarantors have executed this Personal Guaranty this _____ day of _____, 20_____

DATED_____ MARITAL STATUS ____Single ____Married (check one)

CUSTOMER'S SIGNATURE_____

SIGNATURE OF SPOUSE_____
AS GUARANTOR **(on behalf of Customer and individually as a Personal Guarantor)**

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2008, before me, _____, a Notary Public in and for said State, personally appeared _____ and _____, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My commission expires _____