

SUPREME OIL CO.

PO Box 84717, San Diego CA 92138
2110 Grand Ave, Phoenix AZ 85009

Account Application Package

Thank you for your interest in establishing an account with Supreme Oil Co. Our goal is to get your account setup as quickly as possible. Accordingly, we ask that you please provide the following information in order to assist in establishing an account for you:

- _____ Account Application (all accounts)
- _____ Personal Guaranty (sole proprietorships, partnerships and private corporations)
- _____ Authorization Agreement for EFT/ACH Payments
- _____ Information Delivery Options
- _____ Customer Release Authorization
- _____ Resale Certificate (if necessary)

PLEASE SEND APPLICATION BY FAX OR EMAIL TO:

Fax: 619-923-2903

Email: credit@supremeoil.com

In addition - please mail original signed form to:

Credit Department
Supreme Oil Co.
PO Box 84717
San Diego CA 92138

If you have any questions, please contact your account representative or our credit department at 619-542-5020 ext. 374.

Thanks again, we look forward to serving your petroleum needs!



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Customer Account Application – Page 1

COMPANY INFORMATION			
Full Legal Name:			
DBA or Trade Name:			
Billing Address:	City:	State:	Zip:
Delivery Address:	City:	State:	Zip:
Telephone #:	Fax #:	Email:	

COMPANY OWNERSHIP INFORMATION			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Private Corp <input type="checkbox"/> Publicly Held Corp <input type="checkbox"/> Not For Profit			
Business Description:		Date established or incorporated:	
State of Incorporation:		Number of employees:	
How long under present ownership:		Projected monthly purchases:	
Business location: <input type="checkbox"/> Owned <input type="checkbox"/> Leased or Rented		Purchase Orders required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Federal Tax ID #:	Seller's Permit #:	SG #:	D & B #:
Has the company or its owners ever been in bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide additional information on a separate sheet of paper, and attach to this application.			

PARTNERSHIP OR PROPRIETORSHIP			
Name	Social Security # (Required)	Home Address (Required)	Spouse's Name

CORPORATION			
Title	Name	Home Address (Required)	Social Security # (Required)
President			
Vice President			
Secretary			
Treasurer			

BANKING REFERENCE			
Name	Address	Telephone #	Account #

PRESENT FUEL SUPPLIER			
Name	Address	Telephone #	Fax #

Customer Account Application – Page 2

TRADE REFERENCES			
Name	Address	Telephone #	Fax #

Standard Terms and Conditions

The CUSTOMER fully understands and agrees to comply with the following terms and conditions of **Supreme Oil Co.**

1. Credit is extended at sole discretion of Supreme Oil Co. Credit limitations shall not be construed to be a limitation on the liability of the Customer's account or any personal guarantee. Supreme Oil Co. reserves the right to modify or terminate Customer's credit privileges at any time without prior notice.
2. Payment is due within the terms agreed upon from 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 1/2%) per month, 18% per year or the maximum permitted by law.
4. Returned checks, and other debits if applicable, are subject to a twenty-five dollar (\$25.00) returned item fee. If a check does not clear and is returned, we may withdraw funds from your account electronically.
5. If it becomes necessary to initiate collection procedures, all costs incurred by Supreme Oil Co. (including attorney fees) will be reimbursed to Supreme Oil Co. by Customer. Customer agrees that jurisdiction and venue for any contract shall be at the discretion of Supreme Oil Co.
6. Customer authorizes Supreme Oil Co. to make "absentee" deliveries and agrees that Customer's signature on delivery documents is not a requirement of payment to Supreme Oil Co. If there is a problem with a delivery (spill, "missed-drop", shortage, etc.) Customer agrees to advise Supreme Oil Co. in writing, within 24 hours of event.
7. Customer must notify Supreme Oil Co. in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.
8. Customer understands that no officer, employer, employee, agent or assignee of Customer has authority to waive any provision 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. Supreme Oil Co.'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.
9. Customer is obligated for purchases notwithstanding change in the form of business or sale to a third party unless written notice is received by Supreme Oil Co. Customer shall indemnify and hold Supreme Oil Co. 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 Supreme Oil Co. premises. Supreme Oil Co. shall not be liable for any damages which may result from failure to provide fuel or the failure of Supreme Oil Co.'s equipment to operate.
10. Supreme Oil Co. may upon notice amend this agreement. Subsequent purchases shall be subject to such amendment. No cancellation will affect Customer's obligation to pay charges incurred.

The most recent version of our Standard Terms and Conditions is available on our website at www.supremeoil.com

Signature: _____ Date: _____

Print Name: _____ Title: _____

Supreme Oil Company Representative Name: _____

SUPREME OIL CO.

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2110 Grand Ave, Phoenix AZ 85009

Authorization Agreement for EFT/ACH Payments

We hereby authorize Supreme Oil Co., hereinafter called Supreme, 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 a 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 Supreme and Depository have received written notification of its termination within such time and manner as to afford Supreme and Depository a reasonable opportunity to act. This Agreement allows Supreme 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. Account over credit limit may be drafted before due date. The right to review any invoice before a debit is charged to our account is hereby relinquished. Any discrepancies discovered after payment on an invoice will be adjusted on the next scheduled draft date.

CUSTOMER

Name _____

Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ Email _____

SIGNATURE

Signature _____ Title _____

Print Name _____ Date _____

PLEASE SEND BY FAX OR EMAIL TO:

Fax: 619-923-2903

Email: credit@supremeoil.com

PERSONAL GUARANTY - To Be Signed and Notarized By Applicant and Spouse

WHEREAS, _____, (Debtor), is or may be indebted to Supreme Oil Co., (Creditor).
(YOUR Company 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, judgement, 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 judgement, 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, 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 or from time to 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 the 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 one 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, any of the undersigned, or any party at any time liable for the payment of any or 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 for any other reason 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 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 the 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 Maricopa County, Arizona, San Diego County, California or other localities as elected by Creditor and shall be construed according to the laws of the State of Arizona or California at the election 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(S)

Executed this ___ day of _____, 20 ___

Guarantor (Signature)

Guarantor (Print Name)

Guarantor Social Security Number

Spouse (Signature)

Spouse (Print Name)

Spouse Social Security Number

NOTARIZATION

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____,

by _____,
proven to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

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2110 Grand Ave, Phoenix AZ 85009

Information Delivery Options

Through our computer system, we have the ability to automatically fax or e-mail invoices, 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 credit application, it would help us in determining the best method of delivery for information.

Thank you,

Credit Dept.

Company Name: _____

Please choose one of the following:

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

_____ FAX our invoices to the attention of: _____

_____ FAX number: _____

_____ Mail our invoices to the billing address on our credit application

Signature: _____

Print Name: _____

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CUSTOMER RELEASE AUTHORIZATION FORM - For use of Consumer Credit Reports		
Last Name:	First Name:	M.I.
Home Address:	City/State:	Zip:
Social Security Number:	Date of Birth:	Home Phone:

Last Name:	First Name:	M.I.
Home Address:	City/State:	Zip:
Social Security Number:	Date of Birth:	Home Phone:

Last Name:	First Name:	M.I.
Home Address:	City/State:	Zip:
Social Security Number:	Date of Birth:	Home Phone:

The undersigned hereby consents Supreme Oil Co., 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 application. The undersigned hereby authorizes Supreme Oil Co., 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 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: _____
Print Name: _____

Date: _____

Signature: _____
Print Name: _____

Date: _____

Signature: _____
Print Name: _____

Date: _____

SUPREME OIL COMPANY

PO Box 84717, San Diego CA 92138
San Diego, CA 92108
(619) 542-5020

Resale Certificate

SALES AND USE TAX PERMIT INFORMATION	
Name:	
Address:	
City/State:	Zip:

I HEREBY CERTIFY:

That I hold a valid seller's permit 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 **Supreme Oil Company** 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 other 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: _____

Printed Name: _____

Title: _____ Date: _____

SG" permit number (if applicable): _____