



# CREDIT APPLICATION

1296 Magnolia Avenue • Corona, CA 92879 - 2098 • 888-810-3835  
43040 Rancho Way, Suite 200 • Temecula, CA 92590 • 951-506-4545  
www.downsenergy.com Fax 951-272-3369

To apply for a credit account which provides convenient access to any product of our petroleum portfolio, please complete the following:

Office use only BDM Bobtail Lubes Wethose Cardlock

## COMPANY INFORMATION

Company Name or Individual

Delivery Address City State ZIP Phone ( )

Billing Address City State ZIP Fax ( )

Business is a:  Sole Proprietor  Partnership  LLP  Corporation  LLC Formation / Incorporation Date: SIC Code

Tax ID# NAISC Code

Type of Business  Equipment Rental  On Road Transportation  Automotive Retail  Car Dealers  
 HD Retail/Truck Stop  Industrial  Independent Garage  Municipalities  
 On/Off Road Construction  Automotive Fleet  Lube Centers  Other

Accounts Payable Contact: email: Cardlock Contact: email:

Have you ever been sued or in default by a vender?  Yes  No D & B #

If products are for resale please provide resale # and appropriate DOWNS ENERGY Form.

\*Requested Credit Limit How did you hear about DOWNS ENERGY?

\* If Credit Limit request exceeds \$10,000, Please provide most recent financial statement or letter of credit.

## OWNERS/PARTNERS/PRINCIPLE OFFICERS

Name Position SS#

Home Address

Home Phone CDL#

Signing this agreement indicates your acceptance of the terms and conditions as stated on this page and any and all pages of this applicaton. In addition, you authorize DOWNS ENERGY to make any and all inquiries necessary to process this credit application. You further agree to notify our office in writing of any material change in ownership or entity status or otherwise agree to provide an updated credit application at DOWNS ENERGY'S request.

### LEGAL SIGNATURE

Name Position SS#

Home Address

Home Phone CDL#

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### LEGAL SIGNATURE

## BUSINESS BANKING INFORMATION

Name and Address of Bank Phone Person to Contact

Checking Acct. # Savings Acct. # Bank ABA#

## FUEL SUPPLIER REFERENCE (PAST & PRESENT)

Company Name, Address & Phone

Company Name, Address & Phone

## CREDIT REFERENCE (LIST ONLY THOSE YOU BUY FROM ON OPEN ACCOUNT)

Company Name, Address & Contact Person Phone Fax Acct. No.

Company Name, Address & Contact Person Phone Fax Acct. No.

Company Name, Address & Contact Person Phone Fax Acct. No.

## EFT AUTHORIZATION

I (we) \_\_\_\_\_ hereby authorize DOWNS ENERGY, to initiate debit entries to my (our) \_\_\_\_ Checking Account/ \_\_\_\_ Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of EFT transactions to my (our) account must comply with the provisions of U.S. Law. THERE WILL BE A \$25 CHARGE BY DOWNS ENERGY FOR ANY ELECTRONIC FUNDS TRANSFERS RETURNED UNPAID.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until DOWNS ENERGY has received written notification of its termination in such time and in such manner as to afford DOWNS ENERGY and DEPOSITORY a reasonable opportunity to act on it.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## PLEASE ATTACH A COPY OF A VOIDED CHECK

### TERMS AND CONDITIONS OF SALE

The Customer fully understands and agrees to comply with the following terms and conditions of this Agreement.

1. **DEFAULT AGREEMENT TO PAY.** Signature states that Customer agrees to pay for products and/or services received from DOWNS ENERGY. Should the Applicant default on any obligation to DOWNS ENERGY, the Applicant agrees as follows: (1) to pay all principle due; (2) to pay a late charge on all principle due and unpaid within the time period allowed by DOWNS ENERGY, at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law in the event a Court should determine that this late charge is excessive or otherwise unenforceable; (3) to pay all attorneys fees and costs of collection, including but not limited to attorney fees incurred in preparing and transmitting demand letters and other pre-litigation services, as well as litigation itself; (4) that this Agreement is executed and to be performed in Riverside County, and therefore any litigation to enforce the terms of this Agreement will be filed in Riverside County. In the event there is a conflict between the terms of this Agreement and the terms of any subsequent written agreement between the parties and/or DOWNS ENERGY invoice and/or DOWNS ENERGY statement provided to Applicant, the Applicant agrees to be bound by the terms of the subsequent document setting forth the monetary obligation of Application. In the event of any conflict between terms of Applicant's purchase orders and this Agreement and/or any DOWNS ENERGY invoice and/or DOWNS ENERGY statement, Applicant agrees that the terms of the DOWNS ENERGY document corresponding to the Applicant's purchase order will prevail (i.e., the terms of the DOWNS ENERGY invoice and/or statement pertaining to delivery of the goods referenced in the purchase order will prevail over any conflicting terms contained in the purchase order).
2. **PAYMENT.** Unless otherwise agreed to in writing by DOWNS ENERGY, the undersigned Customer agrees to the following terms in all credit transactions:  
NET 10 DAYS FROM THE DATE OF INVOICE FOR CARDLOCK PURCHASES AND BULK FUEL DELIVERIES  
NET 30 DAYS FROM THE DATE OF THE INVOICE FOR OIL, LUBES, GREASE AND ACCESSORIES  
In the event said charges are not paid in accordance with the terms above, Customer agrees to pay DOWNS ENERGY service charge of one and one half percent (1.5%) per month on the unpaid balance and agrees to forfeit any and all volume discounts. Further, DOWNS ENERGY can refuse further charges to Customer. **This service is not an alternative performance provision.**
3. **TAXES.** Customer agrees to pay any and all applicable sales, excise and use taxes. Customer agrees to provide DOWNS ENERGY with any and all certificates that may allow Customer to be exempt from certain State and/or Federal sales, excise and use taxes.
4. **CREDIT SUSPENSION.** DOWNS ENERGY reserves the right to suspend any and all of Customer's credit privileges without notice in the event that the terms and conditions are not met or kept by Customer as set forth herein.
5. **COLLECTION COSTS.** In the event Customer defaults in the terms of payment, DOWNS ENERGY may recover from Customer all penalties and service charges including, without limitation, reasonable attorney's fees as set forth herein.
6. **NON SUFFICIENT FUNDS.** **There will be a \$25 charge by DOWNS ENERGY for any checks presented and returned unpaid.**
7. **CREDIT LINE.** DOWNS ENERGY, at its option, increases or decrease the customers credit limit. (initials: \_\_\_\_\_)
8. **DISCLAIMER.** DOWNS ENERGY reserves the right to photograph, videotape, and/or voice record Customer and/or Customers agents and/or Customer's equipment utilizing any site that accepts a DOWNS ENERGY Fleetcard for the purpose of surveillance, advertising or any other activity deemed appropriate by DOWNS ENERGY. (initials: \_\_\_\_\_)
9. **RECEIPT OF DELIVERY.** Customer authorizes DOWNS ENERGY to make requested and/or scheduled deliveries of its products whether or not Customer or Customer's representatives are present to sign the delivery invoice. Customer agrees to pay for all such delivered products under the terms and conditions more fully set forth.
10. **ADDITIONAL TERMS AND CONDITIONS.** In consideration of the utilization of DOWNS ENERGY access card(s), Customer and DOWNS ENERGY have entered into the following agreement ("Card Agreement")
  - I. Customer and its agents agree to follow all posted instructions for the fueling of vehicles and will comply with all safety procedures.
  - II. Customer hereby accepts the obligation and the responsibility for payment for all fuel registered through the DOWNS ENERGY account number(s) assigned to Customer from DOWNS ENERGY. Customer will notify DOWNS ENERGY of any lost cards immediately upon determination that a DOWNS ENERGY card has been lost or stolen. **Notice may be given orally but must be confirmed in writing within 24 hours of first notice.** Customer agrees to pay for all products registered through the reported DOWNS ENERGY card until DOWNS ENERGY receives such written notice.
  - III. If a DOWNS ENERGY account is invalidated upon customer's request, Customer must make written application to reinstate such a card or account. DOWNS ENERGY reserves the right to refuse to reinstate any DOWNS ENERGY card or

- IV. account. No invalidated card or account may be reinstated unless all monies owed are paid including all charges and fees. If a Cardlock account becomes past due and is "locked out" the Customer will be charged a \$25 re-instatement fee in order to re-activate any/all "locked out" account(s).
- V. The Card Agreement can be cancelled upon 24-hours written notice by DOWNS ENERGY or Customer. Should Customer cancel the DOWNS ENERGY account, all monies due will be paid within ten calendar days of such cancellation. Upon notice of such cancellation, Customer will return all DOWNS ENERGY cards to DOWNS ENERGY.
- VI. Customer understands and agrees that its right to use the DOWNS ENERGY card provided by DOWNS ENERGY may not be assigned.
- VII. It is understood and agreed that all DOWNS ENERGY cards issued to Customer are the sole property of DOWNS ENERGY and must be surrendered upon demand.
- VIII. It is understood and agreed that all DOWNS ENERGY cards issued to Customer are issued solely for the business of Customer, as an accommodation to Customer.
- IX. Written notice as required in this Card Agreement will be deemed received by DOWNS ENERGY if a) by facsimile transmission or email, during DOWNS ENERGY normal business hours; subject to written confirmation of receipt from DOWNS ENERGY) by overnight courier, on the next business day of deposit with courier; and c) by U.S. Post Office certified, return receipt mail, on date of the signed return receipt.
- X. Customer accepts any and all liability arising or resulting from or related to the use, misuse, unauthorized use, loss or theft or any DOWNS ENERGY card resulting in access to a DOWNS ENERGY facility (maintained and operated by DOWNS ENERGY) or other facility that accepts a DOWNS ENERGY Fleetcard (operated by others) on any affiliated fueling network. Customer understands that the rights conferred herein allow Customer access to purchase products.
- XI. Customer also agrees to examine immediately upon receipt, each of DOWNS ENERGY'S statements, and to advise DOWNS ENERGY of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify DOWNS ENERGY of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.
- XII. **CARDLOCK POSTED PRICE DISCLAIMER**  
The prices posted (and/or on a printed receipt) at any facility that accepts a DOWNS ENERGY Fleetcard may not be the final sales price. Your price is negotiated between you (the applying company) and DOWNS ENERGY.

11. Customer understands that liability will extend to the full amount of the debt owed regardless of the credit limit set by DOWNS ENERGY.

12. LAW. California law governs the terms and conditions set forth above. Terms and Conditions above agreed to without exception.

The person signing has authority and/or capacity to sign on behalf of Applicant/Customer. Signing this agreement indicates your acceptance of the terms and conditions as stated on this page and any and all pages of this application. In addition, you authorize DOWNS ENERGY to make any and all inquiries necessary to process this credit application. You further agree to notify our office in writing of any material change in ownership or entity status or otherwise agree to provide an updated credit application at DOWNS ENERGY'S request.

Signed By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Printed Authorize Signatory Name \_\_\_\_\_

**PERSONAL GUARANTEE**

**Signature States Signateur ("Guarantor") Personally Guarantees ("Guarantee") debts for the above Applicant.** In consideration for the extension of any terms for payment of Applicant purchased by Applicant from DOWNS ENERGY, the undersigned Guarantor agrees: 1) Guarantor will act as a personal guarantor to DOWNS ENERGY, and guarantee prompt payment of any and all obligations now or hereafter owed by Applicant to DOWNS ENERGY, agreeing to make payment to DOWNS ENERGY of all sums, including, but not limited to late charges and attorney fees unpaid to DOWNS ENERGY by Applicant upon the Applicants default on any obligation to DOWNS ENERGY and/or any filing of bankruptcy by Applicant; 3) liability will accrue under the Guarantee without notice to the undersigned; 4) Guarantor waives any and/or all rights to notice of action or inaction by DOWNS ENERGY on any obligation owed by Applicant; 5) Guarantor waives any right to insist that DOWNS ENERGY first seek recovery against the Applicant, or to pursue any other remedy, or seek recovery against any property owned by Applicant, prior to demanding payment upon and/or enforcing payment pursuant to the Guarantee 6) that DOWNS ENERGY will have no duty to advise Guarantor or any modifications of terms to Applicant or to advise Guarantor of any information regarding Applicants financial condition; 7) that DOWNS ENERGY may enforce this Guarantee against Guarantor without proceeding against Applicant or anyone else; 8) the Guarantor agrees not to assert any claim that Guarantor may now or later have against Applicant for any payment or transfer that Guarantor is obligated to make to DOWNS ENERGY under this Guarantee; 9) that Guarantor waives all subrogation or recovery rights; 10) that this Guarantee may not be revoked or rescinded if any balance remains owed and outstanding to DOWNS ENERGY from Applicant; 11) that Guarantor will pay all attorney's fees and costs incurred in enforcing this Guarantee; 12) that any married Guarantor who signed this Guarantee hereby expressly agrees that recourse maybe had against Guarantor's separate property for all obligations and/or liabilities hereunder. The undersigned individual Guarantor, recognizing that his/her individual credit history may be a factor in the evaluation of the credit of the Applicant, hereby consent to and authorizes DOWNS ENERGY, it's nominees and assigns, to obtain and use a consumer credit report on the undersigned, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim he/she would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

Signed By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Printed Authorize Signatory Name \_\_\_\_\_