



Sales Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### BUSINESS INFORMATION

Date: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_ Year Established: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street City State Zip

Mailing Address: \_\_\_\_\_  
Street City State Zip

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Organization (check one):  Sole Proprietorship  Partnership  Corporation When Incorporated: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Type of Business \_\_\_\_\_

Is This Corporation a Subsidiary?  Yes  No If Yes, Name of Parent: \_\_\_\_\_ Parent Corporation State of Incorporation: \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### OWNERSHIP INFORMATION List Owner(s), Partner(s), Officer(s), Shareholder(s) Names if over 50% (Attach additional sheet if necessary)

Owner 1: \_\_\_\_\_ Title: \_\_\_\_\_ SSN#: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Street City State Zip

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner 2: \_\_\_\_\_ Title: \_\_\_\_\_ SSN#: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Street City State Zip

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### BANK REFERENCE

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Checking Acct. #: \_\_\_\_\_ Savings Account #: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

### CARDLOCK INFORMATION

Current Fuel Supplier: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Anticipated monthly gallons: \_\_\_\_\_ Fleet Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### CREDIT LIMIT

Credit Limit Requested: \_\_\_\_\_ *Credit requested exceeding \$15,000, please attach current financial statement*

### MAJOR TRADE REFERENCES (Excluding Credit Cards)

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I authorize the references listed above to release to Robinson Oil Corporation information related to applicant's accounts. I warrant the above information to be true and complete. I agree to abide by Robinson Oil Corporation's Credit Policy, if credit is granted.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Title of Applicant \_\_\_\_\_

# ROBINSON OIL CORPORATION

## COMMERCIAL FUELING CHARGE AGREEMENT

This **COMMERCIAL FUELING CHARGE AGREEMENT** is entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_ Between Robinson Oil Corporation ("ROC"), and \_\_\_\_\_ ("Customer"), under the following terms and conditions:

### Supply of Charge Cards / Payment Obligations

- ROC shall supply Customer with Commercial Fueling Charge Cards ("Charge Cards"), for use by Customer's authorized employees and agents to dispense fuel from designated Cardlock and retail locations.
- All obligations incurred through the use of the Charge Cards shall be billed to Customer's Fueling Charge Account ("Account"), and Customer agrees to pay ROC all amounts charged to the Account. Customer shall not allow the outstanding balance of the Account to exceed the limit which ROC has established for Customer.
- ROC will invoice Customer twice each month. Payment in full is due within 15 days. A late charge of 1.5% per month (18% Annual Percentage Rate) will be assessed on any amount not paid within 30 days. Failure of Customer to make timely payments within 30 days entitles ROC to "lock out" all Customer Charge Cards from the system. Reinstatement of the account may result in a \$25.00 reset fee.

### Security Measures / Loss of Theft of Charge Cards

- Each Charge Card will have a Personal Identification Number ("PIN") which must be entered into the automated keypad system. Customer agrees that input of the correct PIN constitutes authorization to use the Charge Card unless ROC has received actual notice from Customer that such Charge Card has been lost or stolen. Customer shall notify ROC immediately, in writing and by a collect call to (866) 258-5882, of the loss or theft or other unauthorized use of any Charge Card.
- Customer agrees that :
  - Use of the Charge Cards by any person who has actual, implied or apparent authority is an authorized user of the Charge Card, whether or not the Customer knows of or approves the specific use.**
  - Customer shall be responsible for payment of all charge amounts incurred by (i) any authorized use of any of the Charge Cards, and (ii) any authorized use (including any charges incurred on a lost or stolen Charge Card) prior to actual receipt of notice by ROC of the loss, theft or other unauthorized use of such Charge Card. Customer shall not be responsible for losses incurred or charges made after notice of the loss, theft, or other unauthorized use has been actually received by ROC, and ROC has had sufficient time, after receipt of notice, to "lock out" the lost or stolen card.**

### General Provisions

- ROC may at any time, without cause, or liability to Customer, terminate the Agreement, refuse to extend further credit, and revoke any or all Charge Cards. Customer agrees to surrender such Charge Cards upon ROC's demand.
- No right, interest, or duty of Customer under the Agreement may be assigned or delegated without the prior written consent of ROC. Except as so limited, this Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.
- This Agreement shall be governed by the laws of the State of California. All disputes between ROC and Customer concerning any terms or conditions of this Agreement shall be resolved by a court of competent jurisdiction within Santa Clara County in the State of California.
- In the event of any dispute or litigation arising under the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of litigation.
- All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by certified mail, return receipt requested, or by facsimile transmission to ROC, at 955 Martin Ave, Santa Clara, California 95050, FAX (408) 327-4340 or to customer at the address below. All notices shall be deemed given upon receipt. Each party shall promptly notify the other of any change in address.
- Commercial fuel may be dispensed from a retail dispenser with a posted retail price. Customer understands and accepts that the commercial price charged to Customer will be different than the posted retail price.
- Customer represents and agrees that products purchased through use of a Charge Card will not be used for any purpose that violates the laws of any State in the United States or Canada.
- ROC may from time to time, and at its sole discretion, waive or decline to enforce any of its rights under the Agreement (such as forgiving a delinquency, accepting partial payments, or making sales for more than the credit limit) without affecting any other right or remedy of ROC.

### Important Notice

Signing this Agreement and/or Using an ROC Commercial Fueling/Cardlock Charge Cards constitutes your acceptance of the conditions in this Commercial Fueling Charge Agreement as of the date first set forth above.

Customer's Authorized Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date \_\_\_\_\_

Customer's Authorized Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date \_\_\_\_\_

### Guaranty

The undersigned ("Guarantor(s)") unconditionally and absolutely, jointly and severally guarantee payment, when due, of any and all amounts owed by Customer to ROC under this agreement.

Guarantor's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_ City, State \_\_\_\_\_ Zip \_\_\_\_\_

### ACH Debits - ROC's Preferred Payment Method

I hereby authorize ROC to initiate ACH debits from my account listed below for the payment of ROC invoices. **\*\*\*Please attached a voided check for verification**

Bank Name \_\_\_\_\_ 9 digit Bank ABA Number \_\_\_\_\_

Account Name \_\_\_\_\_ Account Number \_\_\_\_\_

For all future invoiced amounts owed to ROC, I understand that ROC will debit my account weekly or semi-monthly dependent upon invoiced terms. All debits will be supported by a ROC invoice detailing transactions and the total owed. This authority is to remain in full force and effect until ROC has received written notification of its termination or updated bank information in such time and in such manner as to afford ROC a reasonable opportunity to act on it.

Authorized Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date \_\_\_\_\_