

RCP Representative: \_\_\_\_\_

Date: \_\_\_\_\_

3775 N. Freeway Blvd #101  
Sacramento, CA 95834  
Office # (916)371-4960  
Fax # (916)371-4656

# River City Petroleum, Inc.

## Credit Application

### Business Data

Trade Name: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_ ("Applicant") Fed. Tax # \_\_\_\_\_

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

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

Business Phone: (\_\_\_\_) \_\_\_\_\_ Fax #: \_\_\_\_\_

Email address: \_\_\_\_\_ Type of Business:  Sole Proprietorship  Partnership  Corporation

Type of Business Activity \_\_\_\_\_ Number of Years Business: \_\_\_\_\_

### Section II Ownership Information

List Owner(s) Partner(s) Shareholders Names (Attach additional Sheet if necessary)

1. Name: \_\_\_\_\_ D.O.B: \_\_\_\_\_ SSN # \_\_\_\_\_ % of Ownership \_\_\_\_\_

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

2. Name: \_\_\_\_\_ D.O.B: \_\_\_\_\_ SSN #: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

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

### Section III Bank Reference

Name of Bank: \_\_\_\_\_ Contact: \_\_\_\_\_ Bank Telephone #: \_\_\_\_\_

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

### Major Credit References

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_ Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_ Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_ Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Acct #: \_\_\_\_\_ Contact: \_\_\_\_\_

### Fuel Use Information

Current Fuel Supplier: \_\_\_\_\_ Type of Acct:  Wholesale  Retail  Cash

Monthly estimate of fuel you will purchase? Recurring Fuel Orders: Number of Tanks:

Gallons: \_\_\_\_\_ Dollars: \_\_\_\_\_ Daily: \_\_\_\_\_ Weekly: \_\_\_\_\_ On Site Fueling Needed?: \_\_\_\_\_

Contact for Orders/Dispatch/Delivery: \_\_\_\_\_ Accounts Payable Contact: \_\_\_\_\_

**AUTHORIZATION FOR EFT PAYMENTS (ACH DEBITS)**

I (we) authorize River City Petroleum, Inc., and any of its affiliates, sister companies and related entities, to initiate ACH debit entries to my (our) account (electronic payments) indicated below, and further authorize the depository named below (Depository) to debit the same to such account and to route the same to the account designated by River City Petroleum, et al. Payments under this Agreement are required to be by EFT, unless otherwise agreed in writing.

Bank Name	Bank Branch
Bank Address	

ROUTING NUMBER

ACCOUNT NUMBER

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This authority is to remain in effect until River City Petroleum, Inc., et al., has received written notification from me (or either of us) of its termination in such time and such manner as to afford River City Petroleum and Depository a reasonable opportunity to act on it.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**CONTINUING PERSONAL GUARANTEE(S)**

Whereas, River City Petroleum, Inc. (hereinafter "Seller") is selling, or is contemplating the sale of petroleum products to Applicant (hereinafter "Debtors"); Now, therefore, in order to induce the Seller to sell petroleum products to Debtors, the undersigned (hereinafter "Guarantors") jointly and severally, or individually, do hereby guarantee to make payment of any and all amounts presently owing, or which hereafter shall be owed by said Debtors to the Seller for products sold to said Debtors. Guarantors hereby authorize Seller or its assignees to make whatever inquiries it deems necessary in connection with this open account application and in the course of review or collection of any credit extended in reliance upon this Guarantee. Guarantors further authorize any person or consumer credit reporting agency to complete and furnish to Seller or its assignees any information that it may have or obtain in response to such inquiries. It is understood that in the event said Debtors do not pay the Seller within the time specified by the Seller in its credit terms established, or hereafter established, for said Debtors, the Guarantors shall immediately pay to the Seller the sums due from said Debtors. The Guarantors expressly waive any statutory or other rights they may have to insist upon initial proceeding against the principal obligor, or against Debtors, or against any particular one of the Guarantors, or that proceedings must be bought against all of the obligors jointly, or that Seller must provide notice to Guarantors of presentment, default or non-payment on the part of Debtors, it being expressly provided and agreed upon that Seller may elect to proceed without statutory notice against any one or more of the Guarantors, without waiving its rights against any of the other Guarantors. The Guarantors' obligation shall be effective regardless of the solvency of said Debtors or the extension or modification by the Seller of the credit terms granted to said Debtors. Guarantors hereby voluntarily and specifically waive any defense of the statute of limitations and/or equitable offset that might have been asserted by Debtors. In the event legal action is commenced to enforce any of the terms or conditions of this Continuing Guarantee, the prevailing party shall be entitled to an award of attorneys' fees, and Guarantors stipulate to Yolo County, California, as the proper venue. This Continuing Guarantee is deemed to have been entered into and to be performed in Yolo County, California. Seller's mailing address for legal notices is 3775 N. Freeway, Ste. 101, Sacramento, California, 95834.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

**AUTHORIZATION AND CREDIT AGREEMENT**

Applicant authorizes River City Petroleum, Inc. (hereinafter "Seller") or its assignees to make whatever inquiries it deems necessary in connection with this open account application and in the course of review or collection of any credit extended in reliance upon this application. Applicant further authorizes any person or consumer reporting agency to complete and furnish to Seller or its assignees any information that it may have or obtain in response to such inquiries. Applicant further warrants and represents to Seller that Applicant is doing business and is solvent. Applicant shall pay all charges when due, according to the credit terms extended by Seller, and further agrees to pay interest charges on all past due amounts at the rate of one and one half percent (1 1/2%) per month. Should any legal action become necessary to effect the collection of any credit extended in reliance upon this application, the prevailing party shall be entitled with respect to any such legal action to reasonable attorney's fees, as part of costs of suit, in addition to any other relief to which it may be entitled. Any legal proceedings shall be commenced in Yolo County, California, which parties stipulate to be proper venue. This Agreement is deemed to have been entered into and to be performed in Yolo County, California. Seller's mailing address for legal notices is 3775 N. Freeway, Ste. 101, Sacramento, California, 95834.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_



Motor Carrier Division  
555 Wright Way  
Carson City, NV 89711 – 0600  
(775) 684-4711

## **Statement of Acknowledgement and Intended Use of Dyed Special Fuel**

This statement serves as an agreement between the purchaser and retailer or supplier that any dyed special fuel purchased or otherwise distributed, will be used exclusively for off-road and/or non-taxable purposes and the access to such dyed special fuel will be controlled.

Additionally, pursuant to NRS 366.735, the purchaser understands the use of dyed special fuel for anything other than off-road and/or non-taxable purposes will subject the purchaser to disciplinary action.

NRS 366.735 Misuse or alteration of exempt special fuel: Administrative fine.

1. The Department may take disciplinary action in accordance with subsection 2 against any person who:

- (a) Sells or stores any dyed special fuel for a use which the person selling or storing such fuel knows, or has reason to know, is a taxable use of the fuel;
- (b) Willfully alters or attempts to alter the strength of composition of any dye in any special fuel intended to be used for a taxable purpose; or
- (c) Uses dyed special fuel for a taxable purpose.

2. For any violation described in subsection 1, the Department may:

- (a) If the violation is a first offense, impose an administrative fine of not more than \$2,500 and suspend any license issued to that person pursuant to this chapter for not more than 30 days;
- (b) If the violation is a second offense within a period of 4 years, impose an administrative fine of not more than \$5,000 and suspend any license issued to that person pursuant to this chapter for not more than 60 days; and
- (c) If the violation is a third or subsequent offense within a period of 4 years, impose an administrative fine of not more than \$10,000 and revoke any license issued to that person pursuant to this chapter.

All administrative fines assessed by the Motor Carrier Division are unrelated to any fines or penalties assessed or any other action taken by law enforcement officers.

It is understood the purchaser has the responsibility to control access to any dyed special fuel stored or maintained at a separate facility owned or otherwise controlled by

him or her; and to ensure the fuel is used exclusively for off-road and/or non-taxable purposes. Failure to control access to the dyed special fuel may result in an administrative fine of not more than \$10,000.00 for each violation. Additionally, any person distributing dyed special fuel must ensure a signed agreement from each purchaser is on file prior to distribution and is presented to the Department upon request.

Failure to abide by the terms of this agreement will immediately prohibit the purchaser from having access to dyed special fuel sold or otherwise distributed by the company entering into this agreement with the purchaser.

### Purchaser Information

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Name of Purchaser

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Address of Purchaser (include city, state, zip)

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Account Number (if applicable)

Date

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Signature of Purchaser (under penalty of perjury)

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Printed Name/Title

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Company Name (if applicable)

A statement from the purchaser regarding intended use of the dyed diesel fuel **must** be included: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### Retailer or Supplier Information

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Name of Retailer or Supplier

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Address of Retailer or Supplier (include city, state, zip)

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Supplier Account Number (if applicable)

Date

---

Signature of Retailer/Supplier (under penalty of perjury)

---

Printed Name/Title

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Company Name