



CRUISE AMERICARD CREDIT APPLICATION

APPLICANT INFORMATION

In this Application, "Applicant" means the business entity applying for credit with Boyett Petroleum.

Legal Name of Business: _____ **Tax ID:** _____
Fictitious Name of Business (DBA): _____ **County, State Name Registered:** _____
Billing Address: _____ **City:** _____ **State:** _____ **Zip:** _____ **County:** _____
Primary Contact Person: _____ **Title:** _____
Office Phone: _____ **Mobile:** _____ **Fax:** _____ **Email:** _____
Type of Organization: Sole Proprietor Partnership LLP LLC Corporation Non-Profit Government Other _____
State of Formation: _____ **Years in Business:** _____
Is the Applicant rated by Dun and Bradstreet? Yes No

BUSINESS INFORMATION

*****Attach additional sheets if necessary.*****

Name of Owner, Partner, Operator, Shareholder, Director or Officer	Title	Address	Phone	Social Security No.	Driver's License No.	% Interest Owned

BUSINESS REFERENCES

Name	Address	Phone

Have you ever declared bankruptcy? Yes No **If Yes: Year:** _____ **State:** _____

EFT PAYMENT AUTHORIZATION

Applicant authorizes Boyett Petroleum at 601 McHenry Avenue, Modesto, CA 95350 to initiate credit and/or debit entries to the following account:

Bank Name: _____ **Address:** _____ **City:** _____ **State:** _____ **Zip:** _____
Account No. _____ **Routing No.** _____ **Type of Account:** Checking Savings

Applicant acknowledges that the origination of electronic funds transfer ("EFT") transactions to this account must comply with the provisions of state and federal law. Applicant agrees to pay Boyett Petroleum a forty dollar (\$40.00) penalty fee, as may be increased from time to time, for each and every EFT returned for insufficient funds. This authorization is to remain in full force and effect unless and until Applicant terminates this authorization in writing, signed by an authorized agent, and delivers it to the to the Credit Manager for Boyett Petroleum at 601 McHenry Avenue, Modesto, CA 95350 via certified mail return receipt requested. Such termination shall become effective fifteen (15) business days after Boyett Petroleum receives the termination notice. Termination of this EFT authorization may cause Boyett Petroleum to revoke any and all fleet fueling card(s) issued to Applicant.

Name: _____ Title: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Signature: _____ Date: _____

*****PLEASE ATTACH A VOIDED CHECK*****

Boyett Petroleum reserves the right to request additional information in completing its credit review of the Applicant.

AGREEMENT

By completing this Application, Applicant agrees to be bound by the following terms and conditions ("Agreement") if approved for credit:

1. Upon credit approval, Boyett Petroleum will issue and deliver to Applicant fleet fueling cards ("Card(s)") in the amount, with the restrictions and to the individuals listed on the Applicant's Order Form. A Card, unless revoked or expired, may be used for purchases of petroleum products and automotive merchandise and services authorized by Boyett Petroleum to be purchased with a Card.
2. The Card is NOT a credit card. Therefore, the federal consumer protection laws do not protect the Applicant and the \$50.00 liability limit for credit cards does not apply. In the event a Card is lost or stolen, Applicant shall be responsible for all purchases made via the Card until 24 hours after written notice is received by Boyett Petroleum during regular business hours. Applicant shall hold Boyett Petroleum harmless from any unauthorized utilization of the Cards by any of Applicant's employees, agents, assignees or officers and from the unauthorized use by any other person or entity. It is the Applicant's responsibility to monitor Card activity closely. If a PIN is issued, Applicant agrees not to keep the PIN number on or near the Card(s).
3. Applicant acknowledges that Boyett Petroleum, without liability to Applicant, may temporarily or permanently disconnect any or all of Applicant's Cards to prevent the use of a Card at any time payment is delinquent. If Boyett Petroleum chooses to reactivate a Card or Cards, Applicant acknowledges that the process may take up to 72-hours.
4. Boyett Petroleum, in its sole discretion, may amend or cancel this Agreement at any time and for any reason. The Cards are the property of Boyett Petroleum and may be cancelled, modified and/or repossessed by Boyett Petroleum at any time and for any reason.
5. Payment to Boyett Petroleum is due ten (10) days from the invoice date. Invoices will be emailed to Applicant at the email address provided herein. Applicant may dispute an invoice within thirty (30) days of receipt. A late charge of forty dollar (\$40.00), as may be increased from time to time, and default interest of 18% per annum will be assessed on delinquent accounts. Applicant also agrees to pay applicable returned check and EFT fees. If Boyett Petroleum seeks any collection action against Applicant, Applicant agrees to pay all collection expenses, attorney fees and court costs.
6. Applicant warrants that the terms and conditions of this Agreement will be outlined to all persons authorized to use the Cards.
7. Applicant agrees that the Cards will be used for business purposes and not personal, family or household purposes.
8. This Agreement is not assignable. Applicant agrees to inform Boyett Petroleum if it intends to sell its business or assets.
9. Applicant, in its sole discretion, may terminate this Agreement at any time by submitting written notice to Boyett Petroleum. Upon termination, Applicant shall immediately surrender all Cards issued and shall immediately pay all outstanding amounts owed to Boyett Petroleum.
10. Applicant agrees that California law applies to this Agreement and Stanislaus County will be the proper venue for any dispute between the parties.
11. Applicant acknowledges that the posted retail price may not correspond to the price Applicant will be charged. Other fees may apply.

AUTHORIZATION AND EXECUTION

By completing this Application, Applicant acknowledges and agrees that: (i) all information provided in this Application is true, complete and correct and Applicant has the authority to provide such information and complete this Application; (ii) Applicant authorizes Boyett Petroleum to request business and consumer credit reports for purposes of investigating the Applicant's and its owners, partners, operators, shareholders, directors and officers current and continued credit worthiness; (iii) Boyett Petroleum is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting accounts with credit reporting agencies, and other parties with legitimate business needs for such reports or information and Applicant releases Boyett Petroleum from any liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information; (iv) Boyett Petroleum will review this Application and may, at its sole discretion, grant credit hereunder but is under no obligation to do so; (v) Applicant shall be jointly and severally liable for all charges incurred hereunder; (vi) if approved for credit, Applicant shall be bound by the terms and conditions of this Application and Agreement; (vii) Boyett Petroleum shall have the right to, in addition to all other rights and remedies available, offset any amount due by Applicant hereunder by any amount owed by Boyett Petroleum; and (viii) if approved for credit, Applicant and Boyett Petroleum agree that this Application and Agreement shall constitute the entire agreement between the parties and shall become effective on the date approval is made.

**Signature Requirement. If a corporation, a corporate officer must sign. If a partnership, at least two partners must sign. If a Sole Proprietor, owner and spouse, if applicable, must sign. Each individual executing this Application certifies to Boyett Petroleum that he/she is authorized by Applicant in accordance with its organization rules and applicable law to bind Applicant to this Application and Agreement.*

Name: _____ Title: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Signature: _____ Date: _____

PERSONAL GUARANTY

For valuable consideration and to induce Boyett Petroleum to extend credit for fuel supplied to Applicant, I, joined by my spouse, if any, hereby unconditionally guaranty payment when due of any and all present and future debts owed to Boyett Petroleum by Applicant. I expressly waive notice of acceptance of guarantee, demands and notices of non-payment. I agree that in the event of my death, my heirs, executors and administrators shall be bound hereby. My bankruptcy shall not affect my obligations to repay Boyett Petroleum. In the event Boyett Petroleum must enforce the terms of this guaranty, I agree to pay Boyett Petroleum's collection expenses, attorneys' fees and other legal expenses. I agree that the proper venue for such enforcement is Stanislaus County. Revocation of this guaranty may be made in writing, signed by me, and delivered via certified mail return receipt requested to the Credit Manager for Boyett Petroleum at 601 McHenry Avenue, Modesto, California 95350 and shall become effective ten (10) business days after Boyett Petroleum receives the written revocation notice.

Name: _____ Title: _____ Signature: _____ SSN: _____ Date: _____

Name: _____ Title: _____ Signature: _____ SSN: _____ Date: _____

**PLEASE RETURN COMPLETED APPLICATION AND ALL ADDITIONAL INFORMATION TO:
Boyett Petroleum, 601 McHenry Avenue, Modesto, CA 95350 Phone (209) 577-6000 Fax (209) 577-6040**

*****For Office Use Only*****

Verify: Application complete and signed Copy of voided check Cruise AmeriCard order form.

Salesperson: _____ Approved by: _____ Location: _____ Date: _____

Acct. #: _____ Credit Limit: _____ Payment Terms: _____

Disapproved by: _____ Location: _____ Date: _____ Reason: _____

Signature Needed Here