



Initials _____

Type of Account: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Wholesale <input type="checkbox"/> Fleet Fueling
Account Manager: _____ Manager: _____ Date: _____

BUSINESS INFORMATION

Date: _____ Federal Tax ID #: _____

Legal Company Name: _____ DBA: _____

Physical Address: _____
Street city state zip

Mailing Address: _____
Street city state zip

Business Phone: _____ Cell Phone: _____ Fax: _____

Email: _____ Type of Organization: Sole Proprietorship Partnership Corporation

Type of Business: _____ # of Employees: _____ # of Years in Business: _____

OWNERSHIP INFORMATION *List Owner(s) Partner(s) Shareholders Names (Attach additional sheet if necessary)*

Owner 1: _____ SSN #: _____ Title: _____

Home Address: _____
Street city state zip

Home Phone: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

Owner 2: _____ SSN #: _____ Title: _____

Home Address: _____
Street city state zip

Home Phone: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

BANK REFERENCE

Bank Name: _____ Contact: _____ Phone: _____

Checking Acct. #: _____ Savings Acct. #: _____ City: _____ State: _____

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT (ATTACH VOIDED CHECK)

We hereby authorize Petroleum Kings, LLC and other subsidiary companies to initiate debit entries to my (our) account indicated below and the depository named below (hereinafter called "Depository").

DEPOSITORY Bank Name: _____ Phone: _____

Bank Account #: _____ ABA #: _____

This EFT agreement is to remain in full force and effect until the Petroleum Kings, LLC Depository has received written notification from me (us) in such time and manner as to afford Petroleum Kings, LLC Depository a reasonable opportunity to act on the notification. This agreement allows Petroleum Kings, LLC to charge debits to this account at frequent intervals for varying amounts...



AGREEMENT TO PAY CHARGES

In consideration of the opening of a Delivered Fuels, Mobile Fueling, Wholesale, the undersigned hereafter referred to as "customer," agrees to the following terms in all credit transactions with Petroleum Kings, LLC, hereafter referred to as Petroleum Kings, LLC or "company" unless otherwise agreed to in writing by authorized company officers. Customer represents warrants and acknowledges that credit extended by Petroleum Kings, LLC will be for business purposes and not for personal, consumer or household purposes. Customer hereby accepts the obligation and responsibility for full payment for all deliveries, wholesale and mobile fueling made to their account. It is further agreed that the customer will be responsible for all charges, including unauthorized charges, until the customer notifies Petroleum Kings, LLC in writing to stop deliveries. Such notice must include the account number and address. Customer agrees to pay for all products delivered through their Residential or Commercial Account prior to such written notice. Customer acknowledges that delivery of product to the undersigned's facilities or trucks may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. Petroleum Kings, LLC will not be responsible for any claims or damages whatsoever for failure(s) to deliver at conveyed times.

The company reserves the right to stop or refuse delivery should the driver feel like he cannot make a safe delivery. The company reserves the right to refuse delivery for any reason. The company is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer. Customer agrees that neither the company nor its employees or agents are or shall be held liable under any circumstances for any damages resulting from leaks, or for the failure of the receiving tank or associated piping, or any other matter. The customer, agrees that PETROLEUM KINGS LLC shall not be held responsible for previously existing problems no matter when such problems are discovered. Where applicable, the customer agrees to work with PETROLEUM KINGS LLC to resolve any problems that arise and customer agrees to supply proof that customer has exhausted other remedies for recovering losses, and to provide PETROLEUM KINGS LLC with any pertinent information. If PETROLEUM KINGS LLC commences legal action against the customer to recover an indebtedness to PETROLEUM KINGS LLC, customer shall be responsible for any and all costs and expenses associated with the collection of the indebtedness, including but not limited to process service fees, court costs, and attorney's fees. Following PETROLEUM KINGS LLC's receipt of a written termination notice, any account balance, including customer's Minimum Balance, will be returned to customer within 30 days. Such written termination notice shall not affect any right of claim PETROLEUM KINGS LLC has against the customer until any and all indebtedness owed to PETROLEUM KINGS LLC is fully paid. PETROLEUM KINGS LLC has the right to terminate my contract for non-payment and, or by just cause pursuant to its terms and conditions set forth here.

All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by Petroleum Kings, LLC should Customer or Guarantor wish to limit product deliveries. Customer's or Guarantor's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice. Customer further agrees that Petroleum Kings, LLC may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days at the end of each month; a handling charge of \$25 for each returned check, EFT or credit card charge; and all collection costs and legal fees, which will be paid at our office in Yonkers NY. Customer agrees to review all invoices provided by Petroleum Kings, LLC in either electronic or printed form, and to notify Petroleum Kings, LLC no later than 15 calendar days after the date of each invoice regarding any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each and such statement(s) and the transaction(s) therein shall be binding on Customer.

Customer warrants the preceding information to be true, correct and complete and customer authorize the references listed on this application to release to Petroleum Kings, LLC information related to Customer's accounts. Customer authorizes Petroleum Kings, LLC to secure information regarding Customer's or Guarantor's credit history from any Commercial or Residential or consumer reporting agency or trade organization and authorizes the release of information regarding Customer's account with Petroleum Kings, LLC to such agencies.

All applications are processed, payments are received and posted, and records maintained at Petroleum Kings, LLC' Yonkers, NY office. Therefore, Customer(s) and Guarantor(s) acknowledge this agreement for all purposes is made and entered into and performance of Customer(s) and Guarantor(s) to make payment is in Yonkers, NY. This agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the State of New York. Any lawsuit filed by either party arising from or related to this Agreement shall be settled in the jurisdiction and venue in the superior court of the Westchester County.

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CUSTOMER'S SIGNATURE _____ **PLEASE PRINT NAME AND TITLE**

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CUSTOMER'S SIGNATURE _____ **PLEASE PRINT NAME AND TITLE**

PERSONAL GUARANTEE

Person(s) signing Personal Guarantee: The undersigned individually, jointly and severally unconditionally guarantees to Petroleum Kings, LLC due and punctual payment, performance, and discharge of all debts, obligations, and liabilities of Customer, as may now exist and as may hereafter arise in favor of Petroleum Kings, LLC, and agrees to be bound by all of the terms and conditions described in this application, including but not limited to the provisions of the Credit Agreement. Any payment by Guarantor will be made to Petroleum Kings, LLC at Petroleum Kings, LLC' offices located in New Yonkers, NY. A separate action or actions may be brought and prosecuted against the undersigned whether action is brought against the company or whether the company is joined in any such action or actions; and the undersigned waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. This is a continuing guaranty and shall remain in full force and effect until such times as written notice of actual revocation is received by Petroleum Kings, LLC at its principal offices, but any such revocation shall apply only from the date of receipt and not to any charges or claims prior to such date, and may be considered by Petroleum Kings, LLC to be a default of any Franchise and Sale Agreement between the parties, providing for all remedies set forth therein.

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GUARANTOR'S SIGNATURE _____ **PRINT NAME ONLY (NO TITLES OR COMPANY INFO)** **DATE**

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GUARANTOR'S SIGNATURE _____ **PRINT NAME ONLY (NO TITLES OR COMPANY INFO)** **DATE**