

APPLICATION FOR FLEET CARD ACCOUNT – 29 Fuels, LLC

BUSINESS INFORMATION (Required)

Email Completed Application to: credit@sheleestravelcenters.com

Legal Company Name	Type of Business	Years in Business Under Current Owner
Subsidiary or DBA	Main Phone #	
Street Address (No PO Boxes)	Cell Phone #	
Street Address 2	Fax #	
City	State	ZIP
Federal ID #		
Is Billing Address Different than Business Address? Yes <input type="checkbox"/> No <input type="checkbox"/>	# of Vehicles	Monthly Fuel Spend
Billing Address (If Different Than Above)	# of Full Time Employees	
Billing Address 2		
City	State	ZIP
Email Address		
First Name	Last Name	Title

Type of Organization: Sole Proprietorship Partnership Corporation Non-Profit Government LLC LLP

AUTHORIZED SIGNATURE Required (*Representative acknowledges receiving fuel pricing and payment terms*) Initial Here _____

I Agree to the Terms of this Application (See Below) (Please check box)

Print Name (Authorized Representative)	Signature (Authorized Representative)
Title	Date
Telephone #	

BUSINESS OWNER/ACCOUNT PRINCIPAL Required for all Proprietorships, Partnerships or any other business/organization less than two years old or having fewer than five (5) employees.

Each principal ("Principal") for this Account, if any, is personally and unconditionally, jointly and severally liable with Applicant, as principal and not as surety or guarantor, for the payment and performance when due of all obligations owed on the Account, regardless of who made purchases using the Cards, and the Principal agrees to pay such amounts according to the terms of this Agreement. Principal is responsible under this Agreement for all use of all of the Cards issued on the Account to the fullest extent permitted by law. This constitutes Principal's agreement, individually, regarding the provisions under "AUTHORIZED SIGNATORY" above, including without limitation checking and reporting your credit and confirming your identity.

Guarantor First Name	Last Name	Middle Initial	Guarantor Signature
Guarantor Street Address (No PO Boxes)		Social Security #	Date of Birth
Guarantor Street Address 2		Home Phone #	-or- Cell Phone #
City	State	ZIP	

OFFICE USE ONLY

Market: _____ Rep ID: _____ Rep Name: _____
 ATS #: _____

TERMS DEFINITION

BILLING CYCLE: 2X WEEKLY WEEKLY BIWEEKLY MONTHLY

PAYMENT METHOD: EFT ONLY

INVOICE DELIVERY METHOD: EMAIL ONLY

EFT TERMS FOR PROMPT PAYMENT DISCOUNTS

Payment Frequency	Terms	Sales Discount from \$ Transaction Totals
2x Weekly	1.5%/Net 3	(1.5%)
Weekly	1%/Net 7	(1.0%)
Bi-Weekly	Net 14	0.0%
Monthly (Not Recommended)	Net 30+5%	5.0%

Diesel Volume Discounting

Monthly Gallons	Per Gallon
0-2,000	\$ 0.020
<5,000	\$ 0.050
<10,000	\$ 0.100
>10,000	\$ 0.150

Gasoline Volume Discounting

Monthly Gallons	Per Gallon
0-2,000	\$ 0.005
<5,000	\$ 0.020
<10,000	\$ 0.050
>10,000	\$ 0.100

*****VOLUME DISCOUNTS/REBATES WILL BE ISSUED BY 29 FUELS, LLC EACH QUARTER VIA EFT*****

Credit Amount Requested:		Number of Fleet Cards to be Issued:	
Estimated Gallons per Month by Fuel Type:			

FLEET MANAGER

Name	Email
Telephone #	Fax #

ACCOUNTS PAYABLE REPRESENTATIVE

Name	Email
Telephone #	Fax #

I fully understand and accept the terms of this program.

Name: _____ Title: _____

Signature: _____ Date: _____

OFFICE USE ONLY

Market
Name:
Rep Name:
Rep ID:

Additional Credit Information

ORGANIZATIONAL FORM

If **Corporation**, name of principal shareholder: _____ Percentage: _____
 Address: _____ Phone # () _____
Address City State Zip Code

If **Partnership**, name(s) of General Partner(s): *** Please use the reverse side for additional names ***

Name(s): _____ Percentage: _____
 Address: _____ Phone # () _____
Address City State Zip Code

Name(s): _____ Percentage: _____
 Address: _____ Phone # () _____
Address City State Zip Code

Name(s): _____ Percentage: _____
 Address: _____ Phone # () _____
Address City State Zip Code

If Company is a **division, or affiliate** of any other company, list the parent company's name:

Name: _____ Contact: _____
 Address: _____ Phone # () _____
Address City State Zip Code

PRINCIPAL BANK: _____ Name on Account: _____
 Account Number: _____ Contact: _____ Phone # () _____
 Address: _____ Fax # () _____
Address City State Zip Code

TRADE REFERENCES

1. Oil/Fuel Supplier: _____ Phone #: () _____
 Address: _____ Fax # () _____
Address City State Zip Code
2. Supplier: _____ Phone #: () _____
 Address: _____ Fax # () _____
Address City State Zip Code
3. Supplier: _____ Phone #: () _____
 Address: _____ Fax # () _____
Address City State Zip Code
4. Supplier: _____ Phone #: () _____
 Address: _____ Fax # () _____
Address City State Zip Code

Terms and Conditions

By signing, I hereby represent that I am authorized to submit this application and bind the business identified in this application, and that the information provided is for the purpose of obtaining credit and is warranted to be true.

The business identified in this application acknowledges that this request is for the extension of credit for commercial purposes only and is not intended for the extension of credit for personal, family or household purposes. In order to protect individual identities, unless an individual is intending to act as a guarantor for purposes of securing credit and is required to provide guarantor information on this application, no personally identifying information (i.e. Social Security #, drivers license #, bank account information, etc.) should be provided.

The business identified in this application hereby authorizes all banks, financial institutions, trade reference sources, credit reporting agencies and others to release credit information.

In reliance on the statements and representations above and as set forth below, 29 Fuels, LLC. ("29 Fuels" or "Company"), may from time to time, and at its sole discretion extend credit to the Customer named in this Business Application For Fleet Credit Account ("Application") with regard to purchases by such Customer, from or through Company, of products. This Application shall become part of the Agreement as provided in Section 6 of these Terms and Conditions. Credit may be extended on open account, by billing or invoicing, by C.O.D terms based on any form of payment other than cash, or by any other method of credit extension.

1. Customer hereby applies for credit to Company and in making this Application, Customer agrees to be bound by all the terms and conditions contained in this Application, in any documents referenced by this Application and any supplements or amendments to this Application as well as 29 Fuels' terms and conditions as set forth on 29 Fuels' invoices, purchase orders, sales contracts or in any other agreement with 29 Fuels. In no event shall Customer's terms and conditions on any of Customer's documents, such as purchase orders, confirmations, acceptances, etc., become a part of, modify or add to the terms of this Application or of 29 Fuels' invoices, purchase orders, sales contracts or any other agreement with Customer.
2. Customer understands that it is Company's policy to require full payment per the terms of the invoice to the Customer and that Company has agreed to alter this policy as to Customer, subject to the terms and conditions of this Agreement (as hereinafter defined); this Application and the Agreement are strictly for business, commercial or agricultural products pursuant to 15 U.S.C. §§1601 et seq. and not for personal, family or household purposes. In consideration of Company's grant of credit, Customer agrees not to pay any credit balance by credit card without written authorization from an authorized representative of Company in each instance and subject to the stated convenience fee. Preferred methods of payment include check, ACH/EFT, and wire transfer.
3. Customer warrants the accuracy and completeness of all information provided on the first three pages of this Application, that it is the most current information available and acknowledges that Company shall rely upon such information. If at any time subsequent to the execution of this Application there is a change in ownership, management, legal structure, name and/or the financial position of Customer which is reasonably material or adverse, Customer shall immediately inform Company and Customer shall not utilize credit extended pursuant to this Agreement.
4. Customer authorizes Company to access credit information relating to Customer from any source whatsoever, including without limitation the banking and trade references identified on the first three pages of this Application, at any time, including after credit has been extended, in order to evaluate the creditworthiness of Customer.
5. Customer authorizes and directs all people and entities identified on the first three pages of this Application as well as any others who may possess information relating to the creditworthiness of Customer to fully release such information to Company and/or its agents and representatives. To the extent any such person or entity requires written authorization before releasing such information, a photocopy of this Application shall suffice.
6. If, following investigation and evaluation of creditworthiness, Company agrees to extend credit to Customer, then Company shall issue an acceptance letter ("Acceptance Letter") to Customer stating that it is willing to extend credit. The Acceptance Letter shall identify the maximum limit to which credit will be extended, and shall

additionally include any other terms or conditions which Company deems appropriate. Once counter-signed by Customer (and Guarantor upon Company's request), and upon the satisfaction of any conditions precedent stated in the Acceptance Letter, this Application shall be fully incorporated into the Acceptance Letter, and taken together with the Acceptance Letter, shall constitute the agreement ("Agreement") between the parties with regard to the extension of credit reflected in the Acceptance Letter.

7. Should credit be extended to Customer, all decisions with respect thereto, including Company's increase, decrease, or termination of any credit availability, shall be at Company's sole and absolute discretion.
8. Upon the formation of the Agreement, Company may extend credit to Customer up to the maximum limit stated in the Acceptance Letter. Should outstanding charges owed by Customer exceed the stated limit, the balance in excess of the stated limit shall become immediately due and payable, and in Company's sole discretion, Customer shall thereafter be required to pay all charges owed to Company in excess of the stated limit prior to delivery of further products. Similarly, in Company's sole discretion, no further credit will be extended by Company to Customer until the outstanding balance is brought within the stated limit and Customer is otherwise in compliance with this Agreement. Under no circumstances shall an extension of credit in excess of the stated limit be deemed a waiver by Company of its rights to require immediate payment of all amounts exceeding the stated limit; to terminate this Agreement; or to otherwise exercise any rights Company may have under this Agreement, at law, in equity or otherwise.
9. Interest on sums which are due but which have not been paid shall accrue at the maximum rate allowable by law from date due until paid in full. Company is authorized to apply payments received first to accumulated interest and then to the oldest charges. At Company's discretion, any sums (including credits, refunds or property damage claims payments) which Company owes Customer may be applied against any outstanding balance which Customer owes Company.
10. This Agreement shall continue so long as Customer continues to purchase products from or owes any amount to Company, but may be terminated by Company at its sole discretion at any time upon written notice to Customer. Credit extended under this Agreement shall automatically terminate upon any breach or failure to perform hereunder by Customer, but Customer's obligations pursuant to this Agreement shall survive termination.
11. This Agreement, together with the Acceptance Letter, if issued by Company, constitutes the entire agreement as to matters addressed herein and supersedes and replaces all prior or contemporaneous agreements, written and oral. No amendment or modification of this Application and/or Agreement shall be effective unless in writing, specifically referencing this clause and signed by an authorized representative of Company.
12. Indemnifications. Customer shall indemnify, defend and hold Company harmless, along with the Company's shareholders, directors, officers, employees and agents, from and against any and all damages, losses, costs and expenses (including, without limitation, attorneys' fees and litigation costs) suffered by Company as a result of a breach of this Application and/or Agreement by the Customer or persons or entities for whom the Customer is responsible.
13. This Agreement shall be governed by the law of the state of California. Any dispute arising from this Agreement shall be resolved through a court of competent jurisdiction.
14. No Joint Venture. Nothing herein shall be construed to create an agency or joint venture relationship between the Parties hereto. Neither Party is authorized to act as an agent for, or a legal representative of, the other Party, and neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.
15. Guarantors. Should any individual(s) guarantee the debt of the Applicant, said individual(s) shall be provided with a copy of this Application, and upon signing of the Application, shall consent to the Company's use of consumer credit reporting agency reports to assist in the evaluation of the credit of said guarantor(s) for the extension of business credit to the Applicant.
16. Remedies Cumulative. All rights and remedies of any Party hereunder are cumulative of each other and every other right or remedy which a Party may otherwise have at law or in equity or under any other writing for the enforcement of the right, and the exercise or failure to exercise one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
17. Representative Capacity. Each person who signs this Application and/or Agreement in a representative capacity represents and warrants that he or she is authorized to execute the Application and Agreement on

behalf of the person or entity on whose behalf his or her signature is affixed.

18. Attorney Fees. If Company uses an attorney or collection agency to collect an unpaid overdue amount, the Applicant agrees to pay reasonable attorney and/or collection fees.