

RCP Representative:

Date: _____

River City Petroleum, Inc.

Credit Application

P.O Box 235
West Sacramento, CA 95691
Office # (916) 371-4960
Fax # (916) 371-4024

4870 E. Cartier Ave.
Las Vegas, NV 89115
Office # (702) 643-9200
Fax # (702) 643-8536



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: _____

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Cardlock Information			
Current Fuel Supplier: _____		Type of Acct: <input type="checkbox"/> Cardlock <input type="checkbox"/> Retail <input type="checkbox"/> Cash	
Monthly estimate of fuel you will purchase?		Number of Vehicles:	Number of Drivers:
Gallons: _____	Dollars: _____	Large Vehs: _____	Small Vehs: _____
Person to Contact Regarding Cards: _____		Number of Cards Need: _____	
Accounts Payable Contact: _____		_____	

CARDLOCK CUSTOMER AGREEMENT

River City Petroleum (hereinafter called "RCP") and the Applicant hereby agree to the following:

1. Applicant represents to RCP that Applicant, and all of Applicant's employees and agents who would use RCP's cardlock equipment, property or network locations, have been properly instructed in the safe and proper use of cardlock fuel dispensing facilities. Applicant acknowledges that Applicant is responsible for following proper procedures while operating cardlock fuel dispensing facilities and is liable for improper use. Specifically, Applicant acknowledges that Applicant, its employees and agents, will follow "No Smoking" rules as posted, will stop engines while refueling, will learn the location of fire extinguishers and emergency shutoff switches, and will not dispense fuel into any container not approved for such purpose by the Fire Marshall. Further, Applicant shall indemnify and hold RCP harmless from any claims and/or costs, including but not limited to those for bodily injury or property damage, arising out of or relating to Applicant's use of the cardlock cards or the cardlock equipment.
2. Should Applicant activate the wrong pump, Applicant shall clear that pump before proceeding. Applicant shall be responsible for any fuel that is dispensed as the result of not clearing said pump.
3. Upon termination of this Agreement, Applicant shall immediately pay all outstanding amounts due and owing to RCP, and return all cards.
4. Applicant accepts full responsibility for, and agrees to pay for, all fuel dispensed through the use or misuse of the Cardlock cards provided by RCP until such cards are invalidated. Applicant represents that all fuel purchased will be used for business or commercial purposes only.
5. Should any of the cardlock cards issued hereunder be lost or stolen, RCP guarantees to invalidate such cards within 24 hours after Applicant notifies RCP during regular business hours, which are Monday-Friday, 8am-5pm. RCP should be notified by calling RCP at (916) 371-4960, or by writing to the address appearing on the Applicant's cardlock invoice.
6. Any terms of this Agreement are subject to change upon written notice by RCP to the Applicant. If Applicant uses any cards after receipt of such notice then consent to such changed terms shall be presumed.
7. Cardlock billing is bi-monthly on the 15th and on the last day of the month. The terms of payment are net 15 days from the invoice date. Prices invoiced may be different from those posted at the gas pumps.

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 and agrees that such information, along with this application, shall remain Seller's property, whether or not credit is extended. If there is a change in the ownership of Applicant or if substantially all of the assets of the Applicant are sold, Applicant shall promptly notify Seller of such sale and Seller shall have a lien against all of the assets of Applicant, and a lien against the proceeds of such sale to secure payment of all outstanding sums owing to Seller. Applicant further warrants and represents to Seller that Applicant is doing business and is solvent. Applicant agrees to notify Seller immediately if it becomes insolvent or otherwise unable to meet current obligations when due. 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 recover 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 entered into and shall be performed at 840 Delta Lane, West Sacramento, California.

I have read and understand the Cardlock Customer Agreement, and the Authorization and Credit Agreement, and I accept the terms of both, as stated.

SIGNATURE _____ TITLE _____ DATE _____

SIGNATURE _____ 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. 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, as part of costs of suit, and Guarantors stipulate to Yolo County, California, as the proper venue. Where there is but a single Debtor, or where a single Guarantor executes this guarantee, then all words used herein in the plural shall be deemed to have been used in the singular. This Continuing Guarantee is entered into and shall be performed at 840 Delta Lane, West Sacramento, California.

SIGNATURE _____ PRINT NAME _____ DATE _____

SIGNATURE _____ PRINT NAME _____ DATE _____