



Valley Pacific Petroleum Services, Inc.
 Commercial Credit Application
 ~ No surprises, No disappointments ~



Salesperson: _____

Company Information	Applicant Name (Business Legal Name): _____
	DBA: _____ State of Formation: _____ Year Business Started: _____
	Phone Number: _____ Fax Number: _____ Company Email: _____
	Delivery Address: _____ City: _____ State: _____ Zip: _____
	Billing Address: _____ City: _____ State: _____ Zip: _____
	Accounts Payable Contact: _____ Phone: _____ Email: _____
	PO Required? <input type="checkbox"/> YES <input type="checkbox"/> NO Taxable? <input type="checkbox"/> YES <input type="checkbox"/> NO
	Federal Tax ID _____ (if tax exempt please provide valid resale certificate)
Nature of Business (i.e: Farming, dairy, trucking, etc..) _____	
Legal Entity Type: <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	

Payment Method	If paying via EFT or Credit Card, a signed authorization form is required; please select payment method below:			
	<input type="checkbox"/> EFT	<input type="checkbox"/> Credit Card	<input type="checkbox"/> ACH/Wire	Electronic Invoice/Statement Delivery? <input type="checkbox"/> YES <input type="checkbox"/> NO
	<input type="checkbox"/> PetroNet	<input type="checkbox"/> Check Payment	Email: _____	

Ownership Information	Owners Name: _____ Social Security No: _____ Date of Birth: _____
	Home Address: _____ City: _____ State: _____ Zip: _____
	Home Phone: _____ Cell Phone: _____ Ownership Percentage: _____
	Owners Name: _____ Social Security No: _____ Date of Birth: _____
	Home Address: _____ City: _____ State: _____ Zip: _____
	Home Phone: _____ Cell Phone: _____ Ownership Percentage: _____

Officer Information (Corp. Owned)	Officer name: _____ Address: _____ Title: _____
	Officer name: _____ Address: _____ Title: _____
	Officer name: _____ Address: _____ Title: _____
	Officer name: _____ Address: _____ Title: _____

Commercial Trade References	Trade References (List two current Business References)		
	Supplier Name: _____	Contact: _____	Products Purchased: _____
	Address: _____	Phone #: _____	Fax # _____
	City/State/Zip: _____	Account # _____	Email: _____
	Supplier Name: _____	Contact: _____	Products Purchased: _____
	Address: _____	Phone #: _____	Fax # _____
	City/State/Zip: _____	Account # _____	Email: _____

Bank Reference	Bank Name: _____ Contact Name: _____
	Street Address: _____ City: _____ State: _____ Zip: _____
	Telephone Number: _____ Email Address: _____
	Checking Account Number: _____ Savings Account Number: _____
	Loan or Line of Credit Account Number: _____ Amount Available: _____

Please Return Application to your salesperson (preferable)
 or return to Attn: Credit Department
 Email: credit@vpps.net



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TERMS & CONDITIONS

I hereby affirm that I am a legally-authorized agent of the above-named Credit Applicant. This application is signed and the information is provided to Valley Pacific Petroleum Services, Inc. and/or L & M Renner, Inc. dba Renner Petroleum and/or Cross Petroleum (hereinafter collectively "Valley Pacific") for purposes of obtaining Commercial Credit. I certify that all information provided is true and complete and intending to be legally bound, and hereby enter into this Credit Agreement on behalf of Applicant.

Credit Terms:

The Applicant agrees to pay for all purchases according to standard terms of Net 10 days for Truck & Trailer Fuel purchases. The Credit terms for Cardlock, Tank Wagon Fuel and Lubricant purchases may vary. Valley Pacific has the right to grant and/or change payment terms based on payment performance or overall creditworthiness of buyer. Applicant hereby agrees that all goods and services purchased on account shall be paid on time and in accordance to the credit terms specified by Valley Pacific. No deductions or discounts are allowed unless agreed upon by Valley Pacific in writing. Any product returns must have prior approval and may be subject to a restocking charge. A Regulatory Compliance fee will be charged on all invoices.

Billing and Payments

The account will be considered delinquent if the invoices are not paid in full by the due date appearing on the invoice. If payment due date falls on a holiday or weekend, your payment must be received on the preceding business day. Delinquent accounts are subject to late fees, account suspension, or termination of account privileges, without notice. In order for an account to be reinstated, all charges must be paid in full, regardless of disputes.

Legal / Collection Fees / Venue:

Applicant will be responsible to pay monthly finance charges of up to 1.5% (18% APR) on any past due account balances. If any action or proceeding relating to this Application/Contract or the enforcement of any provision of this Application/Contract is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (in addition to any other relief to which the prevailing party may be entitled). The exclusive jurisdiction and venue for resolution of any dispute arising under this Application/Contract shall be in San Joaquin County, California.

Returned Payments:

Accounts whom pay via EFT or ACH will be assessed an \$100 fee for returned payments. For accounts that pay via check, the returned payment fee is \$50. If the return is due to a banking error, proof of such error will be required from the bank on company letterhead and sent to the Credit department for review. Accounts that are unable to remit a replacement payment same day will be placed on hold until returned payment has been satisfied and the account is in a satisfactory Credit status.

Account Changes:

Applicant certifies that any information provided in the Credit Application or otherwise requested by Valley Pacific is true and complete. Applicant will immediately notify Valley Pacific of any change in its state of formation; the location of ownership, or any intent to sell, close or modify its business operations; any name change or change in business form and any legal action that in the event of an unfavorable outcome would jeopardize the ongoing viability of the Applicant. The obligations of Applicant to Valley Pacific under this Credit Agreement will survive until all obligations have been paid in full.

Default:

The occurrence of any of the following will be an Event of Default under this Credit Agreement:

- Applicant fails to pay when due, any amount owing to Valley Pacific.
- Applicant voluntarily or involuntarily becomes subject to any proceeding under the Bankruptcy code.
- Death or incapacity of Applicant (if applicable) or any guarantor.
- The sale or transfer of the Applicant, in whole or in part, or a "Change in Control" in Applicant.
- Valley Pacific has determined there has been a material adverse change in the business or financial condition of Applicant or Guarantor.

Upon occurrence of an event of default, Valley Pacific may accelerate and declare all obligations immediately due and payable without demand or notice.

I/We hereby authorize, by signing below, Valley Pacific to order a consumer report related to the Applicant and its business principal(s) to determine credit eligibility or otherwise investigate any information, reference, statements, credit reports or other information obtained with respect to Applicant as Valley Pacific deems appropriate and may be reviewed from time to time.

Applicant Name (Business Legal name)

Authorized Signature, Title & Date

Guaranty Agreement:

In consideration of credit being extended to Corporation / Partnership / LLC, I/we certify the truthfulness of the statement appearing above and I/we guarantee and bind ourselves to the payment of all amounts purchased or now owing. If credit is extended to a Corporation / Partnership / LLC in which I/we are an officer in, or in which interest exists, I/we will personally guarantee the payment of all credit extended to said entity.

The undersigned individually, jointly and severable unconditionally agrees to Valley Pacific Petroleum Services, Inc. due and punctual payment performance, and discharge of all debts, obligations and liabilities, as may now exist and may therefore arise, and agree to be bound by all the terms and conditions described in this application, including but not limited to the provisions of the Credit Agreement. A separate action or actions may be brought and prosecuted against the undersigned whether action is brought against the account holder or whether the account holder is joined in any such action or actions; and the undersigned agree to extend any applicable statute of limitation in connection with the credit extended herein by Valley Pacific Petroleum Services, Inc. for an additional four years after the expiration of the applicable limitations period.

Guarantor's Signature:

Printed Name of Guarantor & Date

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Printed Name of Guarantor & Date
