



16640 D Street
Victorville, CA 92395
Phone 760.245.4191
Fax 760.245.6129

BECK OIL, INC.

PETROLEUM PRODUCTS - CARDLOCKS

85-119 Leoco Lane
Coachella, CA 92236
Phone 760.398.2051
Fax 760.398.6528

I/we herewith make application to BECK OIL, INC. (hereinafter "Vendor") for credit, or an increase or reconfirmation of our existing account. The undersigned gives and grants Vendor, or their agent, permission to verify or re-verify all information stated herein at any time I/we hereby agree that all credit granted and/or extended shall be paid timely in accordance with Vendor's normal terms. I/we affirm that all information supplied is true and correct.

Type of Account Applying for: Wholesale Cardlock Both, Wholesale and Cardlock

Pay by EFT: Yes No How did you hear about us? Referral Sales Person Beck Oil Website Other: _____

PLEASE ANSWER ALL QUESTIONS

Company Name: _____ Sole Proprietorship Partnership General limited LLC or Corporation State: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Business Name: _____ Federal Tax ID#: _____ State Resale#: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Years in Business: _____ If < One Year, Prev Business Name/Address: _____

Phone: _____ Fax: _____

Does company own real property: No Yes Address: _____

LIST ALL BANK ACCOUNTS AND PHONE NUMBERS

Co Bank: _____ Acct #: _____ City: _____ State: _____ Phone: _____

Co Bank: _____ Acct #: _____ City: _____ State: _____ Phone: _____

COMPANY SUPPLIERS

Name: _____ Acct #: _____ City: _____ State: _____ Phone: _____

Name: _____ Acct #: _____ City: _____ State: _____ Phone: _____

Current Petroleum Supplier: _____ Phone: _____ Acct #: _____

Current Oil & Lube Supplier: _____ Phone: _____ Acct #: _____

LIST ALL OWNERS OF COMPANY WITH THEIR TITLES

Name: _____ SSN: _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Own Rent

Name: _____ SSN: _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Own Rent

Authorized Purchasers: _____ PO's Required:? Yes No Amt Credit Desired \$ _____

CREDIT REPORTS

I, _____, give permission to release credit information and credit reports to Beck Oil and/or its assigns for the purpose of establishing a line of credit.

CREDIT TERMS

*The terms of all Cardlock Accounts are **NET 15** days from the date of the invoice

A. Fuel Transport load purchasers over 3,400 gallons per load - **NET 10 DAYS** from date of the invoice

B. Fuel Less-Than-Transport load purchasers, under 3,400 gallons per load - **NET 15 DAYS** from date of the invoice

C. All Lubricants and Miscellaneous purchases - **NET 30 DAYS** from date of the invoice

DEFAULT AGREEMENT

Should the undersigned default on any obligation incurred under this agreement, undersigned agrees as follows: to pay the principal due, attorney fees and all costs of any nature incurred by the Vendor to collect or pursue the delinquent obligation. Delinquent accounts will be accessed at the rate of 1 1/2% per month (18% per year).

Any transfer, assignment or sale of 50% or more of the ownerships interest in the company shall be deemed a default under disagreement unless company receives prior written consent of vendor.

If any action is brought to enforce the terms of this agreement or any agreement related thereto such shall be brought pursuant to the terms of arbitration as set forth herein or if agreed to by both parties hereto in a court of competent jurisdiction in and for the County of San Bernardino.

I, _____, have read and understand the terms and conditions of the above Default Agreement, and hereby agree to them.

Signed _____ Title _____ Date _____
(MUST HAVE AUTHORITY TO SIGN ON BEHALF OF THE BUSINESS ENTITY)

Print Name _____

PERSONAL GUARANTEE

The undersigned agrees to act as a personal guarantor and co-signer to this agreement for all debts incurred both now and in the future for all monies owed by the Company, Organization, Persons or Corporations who have signed this credit application and who have been extended credit both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked or rescinded if any balance remains owed and outstanding to the Vendor and Guarantor hereby waives their subrogation or recovery rights, and will be responsible for all attorney's fees and costs incurred to collect such obligations. This personal guarantee shall bind all assignments, agents and heirs and shall not be dischargeable in bankruptcy.

I, _____, authorize Beck Oil and/or its assigns to obtain my consumer credit report and to contact my bank and credit references for the purpose of establishing a line of credit.

Guarantor _____ Guarantor _____

Print Name _____ Print Name _____

ARBITRATION

Any disputes and controversies arising out of or relating to this contract, or the breach thereof, shall be resolved by mandatory, binding arbitration by the American Arbitration Association (AAA) or another similar organization mutually agreed upon by the parties. Any party to this agreement may have the award of the arbitrator entered as a judgment in any court that has jurisdiction. California law shall apply to this Agreement. The parties agree to arbitrate any controversy in the City of Victorville, County of San Bernardino. A court reporter shall transcribe the arbitration proceedings, the cost of which shall be equally divided among the parties, and included in the arbitration award to the prevailing party. Either party requesting arbitration under this Agreement must make a demand on the other party by registered or certified mail with a copy to the AAA. The arbitration will take place as noticed by AAA, regardless of whether one of the parties fails or refuses to participate.

Initials _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below.
[Vendor's name]
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

()

DATE