



## CREDIT APPLICATION

**Rinehart Oil Inc.**  
 2401 North State Street  
 Ukiah, CA 95482  
 (707) 462-8811 Office (707) 468-3820

<b>Company Information</b>	Company Name		Telephone No.		Fax No.	
	Billing Address		City		State	Zip
	Delivery Address		City		State	Zip
	Business Description		Years In Business		Hours of Operation	
	Type of Business	Sole Proprietor <input type="checkbox"/>	General Partnership <input type="checkbox"/>	Limited Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Limited Liability Company <input type="checkbox"/>
	Primary Contact Person		E-Mail Address		Cell Phone	
	Managers Name		E-Mail Address		Cell Phone	
	Own or Lease? Yes No		Landlord Name	Landlord Phone	Have you filed Bankruptsy? (use additional pages if necessary)	
<b>General Information</b>	Pricing	Fax <input type="checkbox"/>	E-Mail <input type="checkbox"/>	Station <input type="checkbox"/>	Owner/Corp <input type="checkbox"/>	
	Invoices	Fax <input type="checkbox"/>	E-Mail <input type="checkbox"/>	Mail <input type="checkbox"/>	Station <input type="checkbox"/>	Owner/Corp <input type="checkbox"/>
	Draft Notices	Fax <input type="checkbox"/>	E-Mail <input type="checkbox"/>	Station <input type="checkbox"/>	Owner/Corp <input type="checkbox"/>	
	Product/Tank Sizes:	Diesel	Unleaded	Midgrade	Premium	
<b>Owner / Sole Proprietor Partnership</b>	<b>Principal #1</b>		Title	Ownership %	Social Security Number	Driver's License*
	Home Address		City	State	Zip	Home Phone
	<b>Principal #2</b>		Title	Ownership %	Social Security Number	Drivers License
	Home Address		City	State	Zip	Home Phone
	<b>Principal #3</b>		Title	Ownership %	Social Security Number	Drivers License
	Home Address		City	State	Zip	Home Phone
<b>Corporation</b>	Officer Name		Address	City	State	Zip
	Officer Name		Address	City	State	Zip
	Officer Name		Address	City	State	Zip
	Federal Tax ID#		SOS Corp ID #			
<b>Trade Reference</b>	<b>Current Fuel/ Oil Supplier</b>		Contact Name	Account #		
	Address		City	State	Zip	Telephone No.
	Trade Reference		Contact Name	Account #		
	Address		City	State	Zip	Telephone No.
	Trade Reference		Contact Name	Account #		
	Address		City	State	Zip	Telephone No.
<b>Bank References</b>	<b>Name of Bank</b>		Contact Name			
	Address		City	State	Zip	Telephone No.
	Checking Account #		Savings Account #			
	CREDIT Amount Requested \$		Gallons			

**\*Attach copy of Driver's License**

**SELLER'S PERMIT (Attached)**

(For Retail Only) Applicant hereby certifies that it holds a valid Seller's Permit No.

issued pursuant to the Sales and Use Tax Law; that it is engaged in the business of selling petroleum fuels; that the fuel and any other personal property that Applicant shall purchase from Rinehart Oil, Inc. will be resold in the form of tangible personal property. Applicant understands that it is required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property.

**CONTINUING GUARANTEE**

For the purpose of inducing extension of credit or of inducing temporary forbearance from collection of accounts for monies due at time hereof from the person or firm applying for credit, listed on the reverse side hereof, the undersigned hereby absolutely and unconditionally guarantees, on a continuing basis, the performance of the persons firm on the reverse side applying for credit, and to whom credit is extended, including but not limited to the due and prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. Guarantor waives all rights to require Rinehart Oil, Inc. to proceed against Customer or proceed against, enforce, or exhaust any security for Customer's obligations or to marshal assets or to pursue any other remedy in Rinehart Oil, Inc.'s power. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guarantee and of the existence or creation of new or additional obligations, and all other notices or demands to which Guarantor might otherwise be entitled. This guarantee shall remain in effect until the undersigned has notified the creditor in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned hereby further agrees to indemnify and save creditor harmless from any loss, damage, of any part or all such loss, damage, and expense. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit, including but not limited to the collection of any past due indebtedness whether or not suit is filed. Facsimile signature shall have the same force and effect as original signature.

**REPRESENTATION AND WARRANTY OF CUSTOMER SOLVENCY; CONTINUING REPRESENTATION AND WARRANTY**

Customer represents and warrants by signing this agreement that customer is not insolvent as that term is defined by California Commercial Code section 1201(b)(23). Customer understands and agrees that by placing an order for fuel from Rinehart Oil, Inc., Customer shall be making a further representation and warranty to Rinehart Oil, Inc. at that time that Customer is not then insolvent. If Customer becomes insolvent, Customer shall give immediate notice to Rinehart Oil, Inc. A failure to notify Rinehart Oil, Inc. of Customer's insolvency shall be construed as a reaffirmation of Customer's solvency at the time of each fuel delivery.

**CREDIT TERMS**

Net 10 Days from date of delivery or load to load whichever comes first. All credit terms are based on credit approval

- a) **A service Charge equal to one and one half percent (1 1/2 %) per month will be charged against all past due amounts with a minimum of \$.50.**
- b) **A service charge of twenty-five dollars (\$25.00) will be charged against all returned checks or returned EFT's.**
- c) **USER agrees to pay all attorney's fees or collection charges associated with the collection of its past due account. A collection charge of One third (1/3) of the outstanding balance owing will be added.**
- d) **Return drafts or checks: If a customer has one (1) or more returned drafts or checks they will become COD cashier's check before fuel will be delivered.**
- e) **Customer will be placed on COD status if Customers account becomes delinquent.**
- f) **UCC-1: It is our policy to file a UCC-1 with the state of California on all resale customer accounts.**

**UCC-1 Acceptance**

**We have received notice that Rinehart Oil, Inc. will be filing Uniform Commercial Code on our company. We have read through the Financial Statement and Addendum. We also have received a copy of the UCC-1 that is to be filed.**

**APPLICATION, AUTHORIZATION AND AGREEMENT TERMS**

The undersigned (Customer) states that all of the foregoing information is true and correct and requests that Rinehart Oil, Inc. extends credit, and/or continue previously extended credit to Customer in material reliance on such information. To further assist Rinehart Oil, Inc. in determining the nature and extent of credit, if any, to be extended or continued, Customer hereby authorizes, but does not require, Rinehart Oil, Inc. to obtain a commercial and/or consumer credit report and to investigate any credit information in the name of Customer or its principal officers and owners and authorizes Rinehart Oil, Inc. to share information received from any consumer credit report with Rinehart Oil, Inc. affiliates, agents, attorneys, officers and owners. If requested by Customer, Rinehart Oil, Inc. will disclose whether a consumer credit report has been obtained in connection with this application, and if so, the identity of the agency that furnished the report. Customer hereby directs any credit bureau, credit reporting agency and any other person, agency or firm having data or information concerning Customer or its principal officers and owners to accept a photocopy of the authorization as Customer's authorization to release and direction to furnish copies of all such data and information to Rinehart Oil, Inc. Customer agrees to pay Rinehart Oil, Inc. collection expenses, attorney's fees and other legal expenses. Customer agrees that the proper venue for such enforcement is Mendocino County.

If any provision of this agreement is found to be illegal, invalid or unenforceable, that provisions shall be enforced to the maximum extent permitted, but if fully unenforceable, that provision shall be severable, and this agreement shall be construed as if that provision had never been a part of this agreement, and the remaining provisions shall continue in full force and effect.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_



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**CONTINUING GUARANTEE AND CONSENT**

As a direct and material inducement to Rinehart Oil, Inc. to extend credit to Customer, and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Guarantor(s)") jointly and severally, unconditionally and personally guarantee full payment, performance and compliance of all indebtedness and all terms and conditions set forth above by Customer, including without limitation, all purchases, debts, obligations and liabilities of Customer, now or here after incurred or entered into by Customer. Guarantor(s) agrees that separate actions may be brought against Guarantor(s) whether or not Customer or other parties deemed by Customer to be responsible are joined in any action. Guarantor's liability is not contingent upon or subject to any requirement that Rinehart Oil, Inc. first exhaust all remedies against Customer. If litigation is instituted to enforce this Continuing Guarantee, Guarantor(s) agrees to jurisdiction and venue as specified in the Credit Application, Authorization and Agreement. Guarantor(s) acknowledge s and understands that Guarantor(s) liability hereunder is intended to be personal, irrespective of whether Guarantor(s) executes this Guarantee using a company title or position.

Guarantor(s) understands and agrees that Guarantor's liability extends to all outstanding amounts owed by Customer, including without limitation, any amounts that may exceed any previously stated credit limit for Customer, and any fees or costs incurred by Rinehart Oil, Inc. in the collection of any amounts due hereunder. Guarantor(s) hereby waive diligence, demand and notice from Rinehart Oil, Inc. and authorizes, but does not require, Rinehart Oil, Inc. from time to time, review and renew the extension of credit to Customer, and/or to modify Customer's payment terms or schedule, and to increase or decrease Customer's credit limits, all without further notice to Guarantor(s); it being Guarantor's obligation to monitor any credit balances owed by Customer to Rinehart Oil, Inc.

This Guarantee is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to Company by certified mail with return receipt, or by other form of delivery requiring acknowledgement of receipt by Rinehart Oil, Inc. Any such withdrawal or revocation of the Guarantee shall not be effective unless Guarantor(s) is able to provide and prove written acknowledgement of receipt by Rinehart Oil, Inc. Any such withdrawal or revocation of the Guarantee by Guarantor(s) shall not be effective as to any outstanding balances or purchases made prior to Rinehart Oil's receipt of such withdrawal or revocation and Guarantor(s) shall remain fully liable therefore. Rinehart Oil, Inc. reserves the right, within its sole and absolute discretion, to cancel Customer's right to future credit at any time following any such withdrawal or revocation by Guarantor(s).

Guarantor(s) hereby authorizes Rinehart Oil, Inc. to investigate any credit reports and records and records which are in the name of Guarantor(s) and authorizes Rinehart Oil, Inc. to share the information received from any consumer credit report with Rinehart Oil, Inc. affiliates, agents, attorneys, officers, and owners. If requested by Guarantor(s), Company will disclose whether a consumer credit report has been obtained in connection with this application, and if so, the identity of the agency that furnished the report. Guarantor(s) hereby consent to, but do not require, Rinehart Oil, Inc.'s use, from time to time, of a non-business consumer credit report on Guarantor(s) to evaluate the credit worthiness of Guarantor(s) in connection with the extension of business credit as contemplated by this Application, Authorization and Agreement Terms. Guarantor(s) understands and acknowledges that this Guarantee relates to a commercial debt, and is not a consumer debt subject to the Fair Debt Collection Practices Act ("FDCPA").

If any provision of this agreement is found to be illegal, invalid or unenforceable, that provisions shall be enforced to the maximum extent permitted, but if fully unenforceable, that provision shall be severable, and this agreement shall be construed as if that provision had never been a part of this agreement, and the remaining provisions shall continue in full force and effect.

**IN THE EVENT THAT GUARANTOR(S) IS MARRIED, THEN GUARANTOR'S SPOUSE MUST SIGN THIS CONTINUING GUARANTEE AND CONSENT. IN THE EVENT THAT NO SPOUSE SIGNS THIS CONTINUING GUARANTEE AND CONSENT, RINEHART OIL, INC. IS EXPRESSLY AUTHORIZED BY GUARANTOR(S) TO ACCEPT THE SAME AS AN AFFIRMATIVE AND MATERIAL REPRESENTATION BY GUARANTOR(S) THAT GUARANTOR(S) IS NOT MARRIED AND UNDERSTANDS THAT RINEHART OIL, INC. EXTENSION OF CREDIT HEREUNDER IS MADE IN RELIANCE THERON. IN THE EVENT THAT GUARANTOR'S MARITAL STATUS CHANGES FOLLOWING THE EXECUTION OF THIS CONTINUING GUARANTEE AND CONSENT, GUARANTOR(S) WILL PROVIDE WRITTEN NOTICE TO RINEHART OIL, INC. BY MEANS REQUIRING ACKNOWLEDGEMENT OF RECEIPT BY RINEHART OIL, INC.**

Guarantor \_\_\_\_\_ Spouse \_\_\_\_\_ Date \_\_\_\_\_

Guarantor \_\_\_\_\_ Spouse \_\_\_\_\_ Date \_\_\_\_\_



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**PERSONAL GUARANTEE**

FOR GOOD CONSIDERATION, and as an inducement for Rinehart Oil, Inc. (Creditor) to extend credit to \_\_\_\_\_ (Customer), it is hereby agreed that the undersigned does hereby guarantee to Creditor the prompt, punctual and full payment of all monies as may now or hereinafter be due Creditor from Customer.

This guarantee is unlimited as to amount or duration, and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release, or discharge of any party obligor or guarantor, or release in whole or in part of any security granted for said indebtedness, and the undersigned waives all notices of the foregoing.

The obligations of the undersigned shall, at the election of Creditor, be primary and not necessarily secondary, and Creditor shall not be required to proceed first or exhaust its remedies as against Customer prior to enforcing its rights under this guarantee against the undersigned.

The guarantee hereunder shall be unconditional and absolute, and the undersigned shall waive all rights of subrogation or setoff until all sums due under this guarantee are fully paid. The undersigned further waives, general, all suretyship defenses and defense in the nature thereof.

In the event all payments due under this guarantee are not punctually paid upon demand then the undersigned shall pay all reasonable costs and attorneys' fees necessary for collection.

If there are two or more guarantors to this guarantee, the obligations shall be joint and several, and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This guarantee may be terminated by any guarantor 15 days following Rinehart Oil, Inc.'s receipt of written notice of termination, mailed certified mail, return receipt requested, to the Creditor. Such termination shall extend only to credit extended beyond fifteen (15) day period, and not to prior extended credit, or goods in transit received by Customer beyond said date, or for special orders placed prior to said date notwithstanding date of delivery. Termination of this guarantee by any guarantor shall not impair the continuing guarantee of any remaining guarantor, and Creditor shall be under no obligation to notify the remaining guarantors of said termination.

Each of the undersigned warrants and represents it has full authority to enter into this guarantee.

This guarantee shall be construed and enforced under the laws of the State of California.

If any provision of this agreement is found to be illegal, invalid or unenforceable, that provisions shall be enforced to the maximum extent permitted, but if fully unenforceable, that provision shall be severable, and this agreement shall be construed as if that provision had never been a part of this agreement, and the remaining provisions shall continue in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Creditor Signature: \_\_\_\_\_ Print Name \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Customer Signature: \_\_\_\_\_ Print Name \_\_\_\_\_



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**STATION PROFILE**

ACCOUNT NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**STATION INFORMATION**

**OWNER/CORPORATE INFO**

Street \_\_\_\_\_  
 City, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Hours of Operation \_\_\_\_\_  
 Managers Name \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Product/Tank Sizes**

**Tank Size**

Premium   
 Unleaded   
 Midgrade   
 Diesel


Please mark each product at your location and list its corresponding tank size

**Account Notifications**

Pricing	Station <input type="checkbox"/>	Owner/Corp <input type="checkbox"/>	Fax <input type="checkbox"/>	Mail <input type="checkbox"/>	Email <input type="checkbox"/>
Invoices	Station <input type="checkbox"/>	Owner/Corp <input type="checkbox"/>	Fax <input type="checkbox"/>	Mail <input type="checkbox"/>	Email <input type="checkbox"/>
Draft Notices	Station <input type="checkbox"/>	Owner/Corp <input type="checkbox"/>	Fax <input type="checkbox"/>		Email <input type="checkbox"/>

Do Not Fill in Shaded Area, Office Use Only. Thank You.

Date Opened:	_____	Factor <input type="checkbox"/>	Banking <input type="checkbox"/>	Files <input type="checkbox"/>
Payment Method:	COD <input type="checkbox"/>	EFT <input type="checkbox"/>	Fax Check <input type="checkbox"/>	Forms: _____
Station Type:	Branded <input type="checkbox"/>	Unbranded <input type="checkbox"/>	Frt Mile <input type="checkbox"/>	Terminal: <input type="checkbox"/>
Terminal Fee:	_____			
Notes:				



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**ELECTRONIC FUND TRANSFER AUTHORIZATION  
DEBIT/CREDIT AGREEMENT  
RETAIL MARKETER**

\_\_\_\_\_  
Customer's Business Name (enter station name) Telephone #

\_\_\_\_\_  
Customer's Address City State Zip code

\_\_\_\_\_ hereby authorizes Rinehart Oil, Inc., its' wholly owned subsidiaries and affiliates (Company) entries to customer's bank account indicated below and the bank named below to debit or credit such transactions to such bank account.

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

ABA Routing Tel.#: \_\_\_\_\_ Account: \_\_\_\_\_

Telephone: \_\_\_\_\_ Checking: \_\_\_\_\_ Savings: \_\_\_\_\_

This authority shall remain in effect until terminated upon 15 days written notice by either Customer or Company at P. O. Box 725, Ukiah, CA 95482. However, the Company may terminate this agreement immediately in the event that bankruptcy or insolvency proceedings are begun by or against Customer or in the Company's sole judgment, other financial impairments exist as to the Customer's business. Notice of termination shall in no way affect the crediting transactions initiated prior to the effective termination date.

Customer hereby agrees to waive any requirements of the Company to make prior notification of amount and date of debit entries to Customer's bank account provided, however, such transactions are for a sum due and owing the Company as supported by invoice(s).

The products and current applicable terms of sale subject to this agreement are listed below. The terms of sale in effect these dates are subject to change at any time upon notification by Company. All other credit, terms of sale and requirements between Customer and Company remain in effect. It is understood that this authorization is subject to credit approval by Company.

AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Print full name)

\_\_\_\_\_  
(Signature)

**\*Include a voided check with this form**



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**RESALE CARD**

**CUSTOMER NAME:** \_\_\_\_\_

I HEREBY CERTIFY that I hold a valid Seller’s Permit No. \_\_\_\_\_

issued pursuant to the Sales and Use Law; that I am engaged in the business of selling: \_\_\_\_\_

\_\_\_\_\_ that the tangible personal property described herein,  
which I shall purchase from Rinehart Oil, Inc., will be resold by me in the form of tangible personal property;  
PROVIDED, however, that in the event of any such property is used for any purpose other than retention,  
demonstration, or display while holding it for sale in the regular course of business, it is understood that I am  
required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such  
property.

Description of property to be purchased: **Petroleum Products**

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

At: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Address: \_\_\_\_\_

- **A COPY OF THE SELLER’S PERMIT MUST BE PROVIDED**