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Rino Pacific, LLC
 P.O. Box 725, Ukiah, CA
COMMERCIAL CUSTOMER INFORMATION



| | | | | | | |
|---|--|--|--------------------------------------|---|---|--|
| FIRM ADDRESS | Firm's Full Legal Name _____ | | Website Address _____ | | Date _____ | |
| | Billing Address _____ | | City _____ | | Telephone # () _____ Fax # () _____ Email _____ | |
| | Physical Street Address (if different) _____ | | City _____ | | State _____ Zip _____ | |
| LEGAL STRUCTURE | Fed ID # _____ | | Date Business Started: _____ | | | |
| | CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED | | | | | |
| | <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP | | Type of Business: _____ / SIC _____ | | | |
| | Pres. _____ | | State & Year of Incorporation: _____ | | | |
| V.P. _____ | | Annual Sales \$ _____ | | | | |
| Sec. _____ | | _____ | | | | |
| <input type="checkbox"/> ABN (Assumed Business Name): _____ | | Registrant: _____ | | State and Year of Registration: _____ | | |
| <input type="checkbox"/> Owner/Operator | | Who are you presently hauling/working for? _____ | | Ph. # _____ | | |
| <input type="checkbox"/> Other | | _____ | | | | |
| If in business less than 1 year, provide name, address, phone and length of employment for 5 years. _____ | | | | | | |
| OWNER/OFFICER | Owner or Officer _____ | | Title _____ | | Spouse's Name _____ | |
| | Home Address _____ | | City _____ State _____ Zip _____ | | How Long _____ <input type="checkbox"/> Own <input type="checkbox"/> Buying <input type="checkbox"/> Renting | |
| | Previous Address (if less than 5 years) _____ | | City _____ State _____ Zip _____ | | Email _____ | |
| | Home Telephone () _____ | | Cellular/Pager # () _____ | | Drivers License State: _____ Number: _____ | |
| | Social Security # _____ | | Date of Birth / / _____ | | | |
| | Name and address of nearest relative not living with you _____ | | Relationship _____ | | Telephone Number () _____ | |
| | Have you ever filed Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | | If Yes, When? _____ | | Where? _____ | |
| Date Discharged? _____ | | Chapter (Circle One) 7 11 13 | | | | |
| REFERENCES | Bank Name and Branch _____ | | City / State _____ | | Account # _____ | |
| | Trade Reference _____ | | Account # _____ | | Fax Number () _____ | |
| | Trade Reference _____ | | Account # _____ | | Telephone Number () _____ | |
| | Current Petroleum Supplier(s) _____ | | Address _____ | | Fax Number () _____ | |
| Name and Title of Authorized Card Contact _____ | | Telephone Number () _____ | | Fax Number () _____ | | |
| Accounts Payable Contact _____ | | Telephone Number () _____ | | Fax Number () _____ | | |
| Cell or Pager Number () _____ | | Are you presently a Pacific Pride Cardholder: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| When did you last use your card? _____ | | No. of Trucks: _____ | | No. of Cars: _____ | | |
| Estimated Monthly Fuel Usage Gallons: _____ / \$ | | Desired Credit Limit \$ _____ | | <input type="checkbox"/> Yes <input type="checkbox"/> No EFT | | |

TERMS AND AGREEMENT

I have made the above statements for the purpose of obtaining credit. I certify they are true and acknowledge that Rino Pacific, LLC is relying on the representations in its decision to extend credit. I authorize you to contact the above references and hereby request the references to provide the information requested on my account. Payments shall be due in full within ten (10) days of invoice date. I agree to pay a late charge of 1-1/2% per month (18% per year) or 50¢ minimum on any delinquent balances. **THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON REVERSE SIDE OR ATTACHED WHICH I HAVE READ AND AGREE TO.** The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms & agreement.

AUTHORIZED SIGNATURE _____ PRINTED NAME _____ TITLE _____ DATE _____

GUARANTY

For valuable consideration given now for all current and prospective performance, I unconditionally guarantee on a continuing basis the full and prompt payment, when due, of the Customer's obligations to Rino Pacific, LLC and authorize Rino Pacific's representatives to access my personal credit report. This continuing guarantee is irrevocable. This personal guarantee may not be modified unless agreed to in writing by an authorized agent of Rino Pacific, LLC.

SIGNED _____ PRINTED NAME _____ DATE _____

ADDITIONAL CARDLOCK USE TERMS

1. Purchases will be for vehicles owned and operated by the Purchaser.
2. Minimum purchase of 900 gallons per year from all fuel sources is required if CLASS 1 FLAMMABLES (gas) are purchased.
3. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.
4. All purchases made on this account will be for commercial use.
5. If there is any change in the ownership of Purchaser, or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
6. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs, including but expressly not limited to those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.
7. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
8. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
9. In the event of a breach of any of the terms of this agreement, or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then, in addition to any sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney's fees, costs and collector agency fees incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed. If suit or action is filed to enforce the rights of Supplier, Supplier shall be entitled to its reasonable attorney's fees and costs in addition to any sums awarded by the Court, including arbitration fees and costs, appeal fees and costs, and any costs and attorney's fees incurred in any bankruptcy proceeding.
10. In the event that any legal action is required to collect on this account, jurisdiction and venue for such legal matters will be in Marion, Clackamas or Washington County, Oregon. Oregon law will control any disputes that arise between Purchaser and Supplier.
11. All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
12. The terms of this agreement may not be modified without written agreement signed by both parties.
13. A \$35.00 handling fee will be charged for all checks returned from the bank for any reason. 5/04