

**ACCOUNT APPLICATION REQUEST**



APPLICANT/COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ YEARS IN BUSINESS: \_\_\_\_\_  
EMAIL ADDRESS : \_\_\_\_\_  
NATURE OF BUSINESS: \_\_\_\_\_  
AFFILIATES: \_\_\_\_\_

**CORPORATION**  
S CORP  
C CORP  
LLC  
**PROPRIETORSHIP**  
**PARTNERSHIP**  
**TAX ID #** \_\_\_\_\_

AMOUNT OF CREDIT REQUESTED: \$ \_\_\_\_\_ / MO. GALLONS / MO. Diesel \_\_\_\_\_ Gasoline \_\_\_\_\_  
NUMBER OF VEHICLES LEASED AND/OR OWNED : # LEASED: \_\_\_\_\_ # OWNED: \_\_\_\_\_ TOWN(S) REGISTERED \_\_\_\_\_  
IF LEASED, FROM WHOM: \_\_\_\_\_ TOWN: \_\_\_\_\_ TEL: \_\_\_\_\_

ARE YOUR VEHICLES REGISTERED/OWNED UNDER THE APPLICANT COMPANY NAME AS ABOVE ?  
 YES NO IF NO, TO WHOM ARE THEY REGISTERED/OWNED? \_\_\_\_\_

DOES THE APPLICANT COMPANY OWN THE BUILDING FROM WHICH IT OPERATES?  
 YES NO IF NO, NAME OF OWNER : \_\_\_\_\_ TEL: \_\_\_\_\_

OTHER APPLICANT COMPANY ASSETS: \_\_\_\_\_

NAME(S) AND HOME ADDRESS(ES) OF INDIVIDUALS, AND IF A FIRM, OF EACH PARTNER OR IF A CORPORATION, OF OFFICERS OR IF AN L.L.C., EACH MANAGER AND MEMBER:

(name)	(title)	(soc.sec. #)	(home address)	(years in position)	(signature)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NAME , ADDRESS AND TELEPHONE NUMBERS OF (NON-FUEL) TRADE REFERENCES THAT HAVE GRANTED YOU CREDIT: (Minimum of 3 please)

Name	Address	Contact	Tel. No.	Fax No.
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. Fuel Suppliers: _____	_____	_____	_____	_____

BANK REFERENCES:

(name)	(address)	(contact)	(account #)	(telephone #)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

MAIN FLEET CONTACT AT YOUR COMPANY: \_\_\_\_\_ CELLULAR TEL: \_\_\_\_\_

BILLING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

NAME OF COMPANY APPEARING ON CHECKS: \_\_\_\_\_

Applicant/Business Principals ("Applicant") represent that the information given in this application is complete and accurate and authorizes us to check with Tax Assessor's Offices and with a business/consumer credit reporting agency regarding, credit references, bank references and other sources disclosed for confirmation. Applicant requests a business charge account and one or more business charge cards. Applicant agrees to the terms and conditions set forth in the Business Charge Card Account Agreement provided with this application. Use of any card issued pursuant to this application confirms applicant's agreement to said terms and conditions. **If you have any questions regarding the completion of this application, or if you need additional copies of the attached Business Charge Account Agreement, please call (203)597-9090. Fuelrite LLC is entitled to rely on an email or facsimile copy of this document as if it were the original.**

SIGNATURE: \_\_\_\_\_ Soc. Sec. # : \_\_\_\_\_  
Of Officer, Owner, Partner Or Authorized Individual

\_\_\_\_\_  
Please Print Name Title Date

**PERSONAL GUARANTY :** In consideration of the seller financing purchases and extending credit under the Business Charge Account Agreement, the undersigned agrees to hereby unconditionally personally guarantee payment and performance, under any account established pursuant to this application, of any obligation of Buyer to Seller or any assignee of the Seller, in the event the above Buyer fails to do so. Undersigned authorizes us to check with Tax Assessor's Offices and with a credit reporting agency and other sources regarding their personal credit history. Undersigned hereby waives any notices regarding Buyer's account or this guaranty. Buyer further agrees that Seller may proceed directly against the Guarantor without first proceeding against the Buyer. **Fuelrite LLC is entitled to rely on an email or facsimile copy of this document as if it were the original.**

Last Name (Print) First Name Initial Date of Birth Social Security #

Present Home Address City State Zip Home Phone

Guarantor's Signature Date Guarantor To Print Name

**TO EXPEDITE PROCESSING PLEASE FAX BACK TO FUELRITE, L.L.C. AT (203)756-2061 AND THEN MAIL ORIGINAL TO : FUELRITE L.L.C., PO BOX 1910, WATERBURY, CONNECTICUT, 06722. TELEPHONE : (203) 597-9090**

**FUELRITE L.L.C.**  
**BUSINESS CHARGE CARD AGREEMENT**

**ESTABLISHMENT OF ACCOUNT:** Seller (hereinafter, "we" or "us") has established for Buyer ("you") a credit card account under this Agreement. Buyer agrees that this account will only be used for the purchase of products and services for business purposes. Seller will issue or cause to be issued a credit card ("the Card") under this agreement. Buyer agrees to pay any merchant who honors the Card, and, upon assignment of Buyer's obligations to Seller, Agrees to Pay Seller, all in accordance with the terms of this Agreement. Credit will be authorized in the sole discretion of the Seller and may be cancelled at anytime without notice. Credit granted pursuant to the Card may include: (a) sale of goods and services by Seller and its affiliates, and by dealers and distributors who agree with Seller to honor the Card and to assign to Seller Buyer's promise to pay for goods and services purchased with the Card, (b) Seller's purchase of Buyer's credit obligations from other third parties who have honored the Card, and (c) Seller's agreement to assume directly and pay your obligations arising out of the use of the Card. Buyer agrees to pay to Seller the invoice amount of all such credit obligations created pursuant to the Card plus the time price differential consisting of all other charges referred to in this Agreement.

**CREDIT LINE & PAYMENT TERMS:** You agree that we will establish a credit line (limit) and payment terms for your account. You will be advised of your credit line and payment terms when your account is approved. You agree that we may change your credit line from time to time based on our evaluation of changes in your credit capacity and your performance under this account.

STATE	Monthly Rate	Annual Percentage Rate
MN	.625%	7.50%
AK, AR	.666%	8.00%
CA, CT, DE, FL, GA, HI, KY, MD, MI MO, MT, NE, NJ, NY, NC, ND, OR, PA, RI, TN, TX, MA	1.500%	18.00%
	1.666%	20.00%
All Other States and DC	1.750%	21.00%

**FINANCE CHARGES:** A compounded finance charge will be assessed on all past due invoices. Payments received will be applied first to Finance Charges, then to unpaid balances.

Finance Charges (per the above interest schedule) will be compounded and applied to any Delinquent Invoices on a per diem basis.

**AUTHORIZATION TO CONVERT YOUR CHECK TO AN ELECTRONIC FUNDS TRANSFER DEBIT:** By sending your check to us, you authorize us to send the information from your check electronically to your bank for payment. Your bank account will be debited in the amount of your check as early as the same day we receive your payment, and the transaction will appear on your bank statement. Your original check will be destroyed once processed, and you will not receive your cancelled check back. If we cannot post the transaction electronically, you authorize us to present an image copy of your check for payment.

**RETURN CHECK FEE:** A fee of \$25.00 will be charged to your account if any check is returned as unpaid.

**DEFAULT:** If you do not pay any payment when due, or breach any other terms of this Agreement, we may demand the entire unpaid balance be paid immediately and start a lawsuit for collection of the balance, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, the Buyer and Guarantor agree to pay reasonable attorney's fees and court costs as permitted by law if your account is referred for collection to any attorney who is not our salaried employee. This is a commercial transaction in accordance with section 52-278(f) of the Connecticut General Statutes, By signing the Fuelrite Account Application,

Buyer and Guarantor specifically waives any right to a notice and hearing pursuant to sections 52-278(a) through 52-278(g) of the General Statutes of Connecticut or similar statutes of any other state to determine whether or not there is probable cause to sustain the validity of the sellers request for a Prejudgment Remedy as that term is defined in said statutes. Buyer and Guarantor further waives its right to a trial by jury with regard to any issue arising out of this agreement.

**CREDIT CARDS:** You requested commercial credit cards from us for use in accordance with the provisions of this Agreement by those individuals or for use in connection with those vehicles to be identified to us. Unless earlier revoked or canceled, all credit cards shall be valid through their respective expiration dates. You may request the issuance of additional credit cards, the cancellation of existing credit cards, or changes in authorized use thereof. We may issue renewal credit cards prior to the expiration date and all such renewal or additional credit cards shall be subject to the terms of this Agreement as then in force. You agree that this Agreement controls all purchases made on the account by you or any person who uses your credit card or account. If you have requested driver identification numbers for your account, you agree that the use of the card and the applicable driver identification number will constitute authorized use for all purposes. If no driver identification numbers are assigned to your account, presentation of the card will evidence authorized use. You will promptly notify us of the loss, theft, or unauthorized use of any credit card or account by Fax at 203-756-2061 or Certified Mail. Upon receipt of such notification we will use all reasonable efforts to prevent further use of the card. You must promptly confirm such notice in writing by registered mail. We shall have the option to accept by telephone any and all other notices or communications with respect to any credit card or the account while reserving our right to have you provide such information in writing. If we issue one (1) or more cards to you for use by your employees, subject to any limitations imposed by applicable law, you agree to be responsible for all unauthorized use of such fleet cards.

**FLEET INFORMATION AND CREDIT CARDS:** The Fleet Contact Person listed on the Account Application you filed With us is authorized to provide us with the information necessary to initially establish your account records and credit cards. We are also authorized to send to the Fleet Contact Person's attention all account summary information and credit cards so produced. In addition, the Fleet Contact Person is the individual designated by you to provide all fleet vehicle, driver and other information we may request and receive all credit cards and Vehicle Analysis Reports and such other information as we may provide from time to time. Unless you report any errors in the account information or credit cards within three(3) business days of your receipt thereof, we shall be entitled to rely on such information and credit cards for processing your account. You will provide us with advance written notice of any change in the Fleet Contact Person. We are also authorized to deal with any contact person with apparent authority to act on your behalf.

**MANAGEMENT REPORTS AND DISCLAIMER:** We provide as a part of the products and services which we sell and you purchase certain Vehicle Analysis Reports and other management reports based upon transactions and information reported to us. Notwithstanding the foregoing and any other provision of this Agreement, we disclaim all warranties in connection with such reports and shall not be responsible for the accuracy or completeness of such reports. We shall not be liable to any person for loss, liability or damages, including consequential damages, as a result of any inaccurate or incomplete report.

**WARRANTY DISCLAIMER:** Except as otherwise required under applicable law, we as Seller make no warranty with respect to goods purchased with our credit card. This warranty disclaimer shall apply whether we act as seller, purchaser of credit sale documentation, arranger of third party credit, or otherwise in any particular transaction. We hereby disclaim any and all warranties with respect to goods and services purchased with our card including,

without limitation, the implied warranty of merchantability. Under no circumstances shall we be liable for incidental or consequential damages arising out of any transaction governed by this Agreement.

**CANCELLATION:** We and you have the right to cancel this Agreement/account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to the cancellation. You agree to return all credit cards to us upon notice of cancellation.

**ASSIGNMENT:** This Agreement, individual transactions hereunder, and any and all obligations of the Buyer hereunder may be assigned without further notice to you. All of the Seller's rights under this Agreement shall also apply to any Assignee of this Agreement.

**AUTOMATED FACILITIES:** We may provide fully automated fueling facilities which allow your drivers to purchase fuel by presenting credit cards to an unattended card reading machine. You agree that use of the card (with a driver identification number, if applicable to your account) and the corresponding entry of sales data into the card system will evidence your agreement to pay for such purchases.

**PROPRIETORSHIP/PARTNERSHIP CHANGE IN BUSINESS STATUS/ENTITY:** Should the applicant be entering into this agreement as a proprietorship or partnership and at anytime thereafter changes their business status to a partnership, limited liability corporation, or any other corporate entity, applicant unconditionally agrees that all agreement provisions herein shall remain in force on a personally guaranteed basis. Seller extended credit to applicant based solely on the personal guarantee inherent in a proprietorship.

**IN CASE OF ERROR OR BILLING INQUIRIES:** If you think your bill is wrong, or if you need more information about a transaction on your bill, you must write to us (on a separate sheet) at PO Box 1910, Waterbury, CT 06722 as soon as possible to preserve your rights. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

**CHANGES IN TERMS & ACCOUNT AGREEMENT:** You agree that we may change the existing rates, charges and other terms of this Agreement, as well as introduce new terms, payment terms, and fees (such as delinquency charges, non-sufficient funds check or ACH charges and supplemental processing fees) when deemed necessary or permitted under applicable law, provided you are given proper notice. Any such amendments will apply to the then existing balance of your account, to the extent permitted or required by applicable law.

**PARTIES TO THE AGREEMENT:** This is an agreement between the Seller and Buyer and no other entity shall be deemed a party to this Agreement or third-party beneficiary hereof.

**ENTIRE AGREEMENT:** This is our entire agreement and no oral changes can be made. This Agreement shall be governed by the internal laws of the State of Connecticut (without reference to choice of law rules). This Agreement is not binding until approved and accepted in Connecticut by the Seller.

**SELLER:** Fuelrite L.L.C.  
2 Mattoon Road, P.O. Box 1910  
Waterbury, CT 06722