

OFFICE:
540-338-6457

FAX:
540-338-6401



OFFICE:
117 N Bailey Lane
Purcellville, VA 20132

BUSINESS CREDIT CONTRACT

Salesman _____ Date _____

Type of Business/Organization (check one)

Single Proprietorship Partnership Corporation (State)

Amount of credit requested \$ _____

| | | | |
|----------------------------------------|-----------------|-----------------------|------------------|
| Firm Name | Fed ID # or SS# | Type of Business | Date Established |
| Owner/Partner/Officer | Title | Owner/Partner/Officer | Title |
| Business Address | | Business Phone | |
| Billing Address | | Business Fax | |
| Email Address | | | |
| <input type="checkbox"/> EMAIL BILLING | | | |

CURRENT FUEL SUPPLIER:

| | | | |
|---------------|-----------|----------------|--|
| Company Name | Address | | |
| Contact | Telephone | Account Number | |
| Email Address | Fax | | |

BANK REFERENCES:

| | |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Bank and Branch, Person to Contact | Bank and Branch, Person to Contact |
| Account Number <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan | Account Number <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan |

The above information is for the purpose of obtaining credit history and will be kept strictly confidential

Has the applicant or any of its owners, principals, partners, officers, or directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? YES NO

Account Payable Office: Name _____ Phone: _____ Fax: _____

CONTINUED

CREDIT POLICY TERMS AND CREDIT AGREEMENT

NET: UPON RECEIPT OF INVOICE

1. A LATE CHARGE will be assessed on balances over 30 days. This is computed by a periodic rate of 1.5% (which is an annual percentage rate of 18%) on the portion of the previous balance over 30 days less payments and credits appearing on the statement. An account is considered PAST DUE when a LATE PAYMENT CHARGE is assessed. Any account which becomes past due may be subject to termination of services WITHOUT NOTICE until the balance is paid in full.
2. Any account which is turned over to an attorney will be charged with all of Valley Energy's attorney fees and costs of collection.
3. A service charge of \$35.00 will be applied when a check is returned by the bank.

I certify that the information contained in this document is true and accurate and is submitted to Valley Energy in conjunction with a request for credit. References listed are authorized to release any credit information to Valley Energy. A copy of this authorization shall be as valid as the original.

Please Print Name and Title

Signature

Company Name

Date

PERSONAL GUARANTY

In consideration for the extension of credit for the purchase of goods or services to the applicant, THE UNDERSIGNED PERSONALLY GUARANTEES THE UNCONDITIONAL PAYMENT OF ANY UNPAID AMOUNT UPON APPLICANT'S ACCOUNT. This is a guarantee of payment and not merely of collection; no collection or civil action need be commenced against the Applicant prior to a demand being made upon the undersigned. A copy of this guarantee shall be as valid as the original.

Guarantor Signature

Date

Guarantor Signature

Date

Please Print Name and Title

Please Print Name and Title

CREDIT INVESTIGATION AUTHORIZATION

I hereby authorize Valley Energy to make whatever credit investigation they may deem appropriate and to exchange any information they may receive in the course of such investigations. A copy of this authorization shall be as valid as the original.

Guarantor Signature

Date

Guarantor Signature

Date

Please Print Name and Title

Please Print Name and Title





117 N BAILEY LANE • PURCELLVILLE, VIRGINIA 20132 • 540-338-6457 • FAX: 540-338-6401

CARDLOCK USE AGREEMENT

This agreement made this _____ day of _____, 20 ____ between VALLEY ENERGY,
hereinafter called VE, and _____ hereinafter called USER.

- 1) **RULES/REGULATIONS:** USER represents to VE that USER has been instructed in the safe and proper use of VE's dispensing facilities and has been familiarized with the location and function of the emergency equipment provided by VE. USER also represents to VE that all of USER's employees and agents who use VE's equipment will be properly trained on the use of said equipment. Further, USER and all of USER's employees and agents will comply with the following:
- Smoking is prohibited on site.
 - Dispensing fuel into any container not approved by the Fire Marshal is prohibited.
 - Fueling vehicles with pilot lights operating is prohibited.
 - Engines must be turned off before fueling.
 - No cell phone use during fueling.

USER agrees to defend, indemnify and hold VE free and harmless from any and all claims, actions, losses, damages, injuries, liabilities and costs (including attorney's fees) resulting from negligence or misuse of VE's property and equipment by USER or USER's employees or agents.

- 2) **TRANSACTION CHARGES:** USER hereby accepts the obligation and responsibility for payment for all charges registered to cardlock access cards issued to USER. USER is liable for any and all transactions made on a lost or stolen card for up to 24 hours for VE owned sites and up to 48 hours network wide after VE has been notified that the card is lost or stolen. Notification may be made verbally, but must be confirmed in writing and received by VE at 115 East Main Street, Purcellville, Virginia 20132. WARNING: Personal Identification code numbers (P.I.N.) should not be kept with the fueling card at any time.
- 3) **ACTIVATING WRONG PUMP:** Should USER, USER's employees and/or agents activate the wrong fueling pump, USER agrees to clear the pump before proceeding. USER agrees to be responsible for any fuel that is dispensed as the result of not clearing the pump that was activated in error.
- 4) **COMMERCIAL ACCOUNTS:** USER represents that all fuel purchased will be used for business purposes only, and not consumer purposes.
- 5) **ACCOUNT ACTIVATION FEE:** A \$25.00 account activation fee will be assessed (or \$15.00 per card, whichever is greater) to USER's account upon initial setup or re-activation of an old account. Additional or replacement cards will be billed at \$15.00 each.
- 6) **LOCKED OUT ACCOUNTS:** If USER's account is locked out for reason of delinquency, all monies plus a Reactivation Fee of \$25.00 must be paid before the account will be reactivated. VE reserves the right to refuse to reactivate past due accounts. If USER's account must be referred to collection, USER agrees to pay collection cost and attorney's fees incurred by VE. USER acknowledges that accounts and cards will be deactivated after 12 months of non-use.
- 7) **FUEL PRICES:** USER understands that VE fuel prices are not displayed on any pump at the time of fueling, but are available by calling the VE office. Prices quoted at other fueling facilities are not guaranteed. Prices are set on account basis and may differ from receipt at time of sale.
- 8) **FUEL DISCOUNTS:** USER assumes responsibility for damages to equipment due to negligence.
- 9) **AGREEMENT TERMS:** Terms of this agreement are subject to change upon written notice by VE to USER. If USER uses any cards after receipt of such notice, then USER's consent to the changed terms shall be implied.
- 10) **CARD CHANGE AUTHORIZATION:** Person(s) who can authorize card changes? _____
- 11) Comments/Special Requests: _____

USER: _____ DATE: _____
Company

BY: _____ BY: _____
Print Name and Title Authorized Signature



CARD ORDER FORM

117 N BAILEY LANE • PURCELLVILLE, VIRGINIA 20132 • 540-338-6457

PLEASE FILL IN YOUR REQUIREMENTS PER CARD. Account Number _____

FUELING FACILITY ADDRESS:
103 Hirst Road, Purcellville, VA 20132

Company Name: _____

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

Phone Number: _____ Fax Number: _____

Authorized Contact: _____ Email: _____

IMPORTANT SECURITY FEATURES:

Please answer below to limit days of the week, hours and number of transactions per day, each driver can fuel.

| DRIVER NAME OR VEHICLE DESCRIPTION <small>For Your Information (Billing Statements will be itemized according to this list)</small> | VEHICLE NUMBER <small>Any number you wish to supply up to 4 digits</small> | GALLON LIMIT Per Transaction <small>State size of fuel tank</small> | FUEL REQUIREMENTS <small>Specify Gas, Diesel, Dyed Diesel, or All Products per card</small> | DOLLARS PER DAY LIMIT | REQUIRE ODOMETER TRACKING? <input type="checkbox"/> Yes <input type="checkbox"/> No | # OF CARDS |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------------------------------|------------|
| EX Dave Driverman | 6789 | 50 | Diesel | \$ 150.00 | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 1 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 2 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 3 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 4 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 5 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 6 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 7 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 8 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 9 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 10 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 11 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 12 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 13 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 14 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 15 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 16 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 17 |
| | | | | \$ | <input type="checkbox"/> Yes <input type="checkbox"/> No | 18 |

**** BOTH NEW AND REPLACEMENT CARDS WILL BE BILLED AT \$15 EACH ****