

**Napa Valley Petroleum, Inc.**  
**ACCOUNT APPLICATION**

**GENERAL INFORMATION** - Please print or type all information

Individual or Firm Name	Home Phone Number	Business Phone Number	E-mail Address
Street Address	City	State	Zip Code
Billing Address (if different)	City	State	Zip Code

Type of Business Organization (if applicable): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ( State & Date of Incorporation: \_\_\_\_\_ )  
Principal Business Activity \_\_\_\_\_ Date Business Established \_\_\_\_\_  
If Contractor, License Number \_\_\_\_\_ if Trucker, California P.U.C. Number \_\_\_\_\_  
Do you ☐ rent ☐ lease ☐ own premises located at address above? Have you ever filed for bankruptcy? ☐ Yes ☐ No

**PRINCIPAL'S INFORMATION**

Name of Principal	Street	Residence Address of Principal City/State	Zip	Residence Telephone	Social Security #	Birthdate

Estimated Monthly Product Use (gals):    ☐ Regular/Unleaded    ☐ Mid Grade    ☐ Premium    ☐ Diesel

**CREDIT REFERENCES / BANK AND OPEN ACCOUNTS**

Name of Bank	Address	Account Number	Account Type	Telephone #

Name of Firm	Address	Account Number	Account Type	Telephone #

**RELEASE AND VERIFICATION OF INFORMATION/AGREEMENT/SIGNATURES**

Permission is hereby granted to Applicant's creditors listed above to release the information requested by Napa Valley Petroleum, Inc. (NVP) concerning such accounts. If Applicant is issued Fuel Acces Cards, Applicant Agrees to be bound by all of the terms and conditions set forth in NVP'S Fuel Access Card Agreement, Which are incorporated herein as though set forth in full. If Applicant charges purchases of products equipment and/or services Applicant agrees to pay for such products, equipment, and/or services according to the following terms: Net 10 days on each invoice. A late payment charge of 2% per month will be applied to amount not paid when due. In the event that collection and/or enforcement efforts are commenced by NVP, Customer shall pay to NVP its collection and legal expenses including expert fees and attorney fees (both prejudgment and judgment). Customer agrees that the venue for any action arising out of the collection and/or enforcement shall be in the county of Napa, state of California. If Applicant is a Corporation, the Principals signing below agree to guarantee payment of any and all indebtedness of the Applicant to NVP and agree to be bound by the above terms and conditions. Applicant verifies that the information above is true and correct to the best of Applicant's knowledge.

Principal/  
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_  
Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal: \_\_\_\_\_ Date: \_\_\_\_\_

**NAPA VALLEY PETROLEUM, INC. Main Office: P. O. Box 2670, Napa Californiya 94558-0528, Telephone 707-252-6888, Fax 707-252-2756**

**FILL OUT AND FAX BACK TO: (707) 252-2756**

# FUEL ACCESS CARD AGREEMENT

**NAPA VALLEY PETROLEUM, INC. (herein "NVP") shall provide the automated fueling services desired by the company or individual which has applied for, accepted, and/or which name appears on the issued Fuel Access Card or account (herein referred to as "Customer"). Subject to payment and fuel access terms set forth below, Customer agrees to pay NVP for fueling transactions completed, authorized or permitted by Customer through the use of the Fuel Access Cards issued to Customer in the amount invoiced by NVP.**

**PAYMENT TERMS:** Customer agrees to pay for all fueling transactions completed by Customer or any person using Customer's Fuel Access Card(s) and for all other monetary obligations to NVP set forth in this Fuel Access Card Agreement as follows.

**FUEL ACCESS TERMS:** Customer agrees that the fueling transactions completed by Customer or any person using Customer's Fuel Access Card(s) are subject to the following additional fuel access conditions.

**Security Numbers:** Customer agrees that the security numbers assigned to each Fuel Access Card must be kept confidential by Customer, and that Customer's failure to do so will result in all unauthorized fuel purchases completed through the use of a lost or stolen Fuel Access Card, prior to twenty-four (24) hours after notification to NVP by Customer to be charged to Customer as a normal purchase. Customer shall notify NVP promptly by telephone at the numbers set forth in front and immediately in writing of any loss or theft of Customer's Fuel Access Card(s).

**Indemnity Agreement/Customer:** Customer shall not be responsible for a malfunction of NVP's fueling equipment of the acts of third parties. However, customer shall indemnify, hold harmless, NVP from and against any and all claims, fees, suits judgments, penalties, redemption, expenses, or other charges of any kind (hereinafter referred to collectively as "loss") or threatened loss to which NVP may sustain or incur arising out of Customer's (or anyone using Customer's Fuel Access Cards) negligent use of the issued Fuel Access Card(s) and/or NVP's fueling equipment, including, without limitation, any loss or threatened loss related to death, bodily injury, property damage or destruction, damage to the environment (including, but not limited to the accidental release of petroleum products on, in or about a fueling site), or Customer's (or those using Customer's Fuel Access Card(s) violation(s) of any hazardous materials laws.

**Defaults by Customer/Rights of NVP:** In the event of Customer's default in making any payments in full when due. Customer's death, bankruptcy, insolvency, any other violation of this Fuel Access Card Agreement, all or any portion of Customer's obligation to NVP shall upon NVP's election and without notice, become immediately due and payable. In addition, NVP may in its sole discretion and at any time, without notice, cause, or liability to Customer, or in any way affecting Customer's obligation to NVP reduce or cancel fuel access availability to Customer, revoke any Customer discount, refuse to make any further fuel sales, and revoke the issued Fuel Access Card(s). Customer agrees to surrender the Fuel Access Card(s) upon exercise of NVP's rights hereunder. NVP may from time to time and in its sole discretion waive or decline to enforce any of its rights under this Agreement (e.g. forgiving delinquencies, accepting partial payment, making sales in excess of Customer's credit limit, etc.) without affecting any of NVP's rights hereunder.

**Notification of Change of Address:** Customer will promptly notify NVP of any change in residence or mailing address.

**Signing this Agreement and/or using issued Fuel Access Cards constitutes Customer's full acceptance of the terms and conditions, including payment terms, set forth in this Fuel Access Card Agreement.**

**CUSTOMER'S NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_