



# CRUISE AMERICARD CREDIT APPLICATION

## APPLICANT INFORMATION

In this Application, "Applicant" means the business entity applying for credit with Boyett Petroleum.

Legal Name of Business: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Fictitious Name of Business (DBA): \_\_\_\_\_ County, State Name Registered: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Type of Organization (please check one):  Sole Proprietor  Partnership  LLP  LLC  Corporation  Non-Profit  Government  Other \_\_\_\_\_

State of Formation: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Type of Business: \_\_\_\_\_

\*\*Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*Card Maintenance Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant prefers its invoice to be delivered by (please check one):  Email  Facsimile

Size of Fleet: \_\_\_\_\_ Estimated Monthly Gallons: \_\_\_\_\_ Estimated Fleet Cards: \_\_\_\_\_

Current fleet fuel provider: \_\_\_\_\_

Have you ever declared bankruptcy?  Yes  No If Yes: Year: \_\_\_\_\_ State: \_\_\_\_\_

## BUSINESS INFORMATION

\*\*\*\*Attach additional sheets if necessary. \*\*\*\*

Name of Owner(s)/Member(s)/Officer(s)	Title	Home Address, City, State, Zip	Phone	Email	Social Security No.

## TRADE CREDIT REFERENCES

Name	Address, City, State	Phone

## AUTHORIZATION AND EXECUTION

Applicant acknowledges and agrees to have read in full our Credit Disclosure and agrees to comply with the Terms and Conditions set forth herein.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*Boyett Petroleum reserves the right to request additional information in completing its credit review of the Applicant.\*\*\*\*

## PERSONAL GUARANTY

For valuable consideration and to induce Boyett Petroleum to extend credit to Applicant, the undersigned Guarantor agrees: (1) to unconditionally guaranty Applicant's payment and performance of the Agreement (see reverse), including payment of all present and future debts owed to Boyett Petroleum by Applicant; (2) to waive notice of demands and notices of non-payment; (3) that the obligations of this Guaranty are joint and several and are independent from Applicant's obligations; (4) to waive all subrogation and recovery rights; (5) to pay attorneys' fees and costs incurred in enforcing this Guaranty; (6) that this Guaranty is binding upon his/her heirs and successors; (7) that his/her bankruptcy shall not affect his/her obligations to repay Boyett Petroleum; (8) that this Guaranty is deemed continuing and irrevocable; and (9) that Boyett Petroleum is authorized to obtain credit reports on the Guarantor and use said information in the evaluation in the credit of Applicant and authorizes Boyett Petroleum to run additional credit reports on Guarantor as may be needed from time to time in their credit evaluation and review process; and (10) to waive any right or claim under the Fair Credit Reporting Act in the absence of this continuing consent.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

## EFT PAYMENT AUTHORIZATION

Boyett Petroleum is authorized to initiate credit and debit entries electronically to Applicant's checking account listed below for properly supported charges at frequent intervals for varying amounts up to the amount owed. This authorization is to remain in full force and effect until terminated by Applicant in writing and received by Boyett Petroleum; provided however, this authorization survives termination of the Agreement for any past due amounts owed by Applicant to Boyett Petroleum.

**APPLICANT AGREES TO PAY BOYETT PETROLEUM A LATE PAYMENT FEE OF \$80.00 FOR ANY EFT RETURNED FOR INSUFFICIENT FUNDS.**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Name: \_\_\_\_\_ Account No. \_\_\_\_\_ Routing No. \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*PLEASE ATTACH A VOIDED CHECK\*\*\*\*\*

## DISCLOSURE TO APPLICANT PURSUANT TO THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

The Company collects, receives, maintains, and uses the following personal information about you and your business provided in this Application (1) to evaluate your current and ongoing eligibility for credit with the Company, (2) to comply with state and federal law and regulations requiring companies to know their customer, and (3) to communicate with you regarding your account: name, alias, postal or mailing address, telephone number, tax identification number, driver's license number.

**CREDIT DISCLOSURES**

**CREDIT DISCLOSURE:** The Applicant represents that the information given in this application is complete and accurate and authorizes Boyett Petroleum ("Boyett") to check with credit reporting agencies, credit references and other sources disclosed to confirm information given. Applicant requests a business charge account, if approved for credit, and one or more business charge cards from Boyett. Applicant agrees to the Terms and Conditions ("Agreement") provided with this application and/or provided with the business charge card(s). Use of any card issued pursuant to this Application confirms Applicant's agreement to said terms and conditions. Applicant authorizes Boyett to contact Applicant at any of the numbers provided in the application regarding this application or any account opened as a result of this application.

**FEDERAL COMPLIANCE:** Our bank complies with Federal law, including the USA Patriot Act, which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your and each cardholders' name, address, date of birth, and other information that will allow us to identify you and each cardholder. We may also ask to see your driver's license or other identifying documents for your business. Boyett reserves the right to require you to promptly provide sufficient identification documents upon request and in connection with USA Patriot Act or law.

**INFORMATION SHARING DISCLOSURE:** Boyett or its affiliates may, to the extent allowed by law, share information disclosed by or generated as a result of this application with each other, and with merchants accepting the card. In addition, information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

**TERMS & CONDITIONS**

**1. ESTABLISHMENT OF ACCOUNT.** Boyett, at its sole discretion, may extend credit, establish an account ("Account") and issue fleet fueling cards ("Cards") under this Agreement. Without notice we may modify, suspend or terminate your Account. You agree that this Account will only be used for the purchase of products and services for business purposes and not for personal, family or household purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. You shall adopt internal policies and controls to ensure that the Accounts are used strictly for business or commercial purposes. We are authorized to provide information about you and your Account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information.

**2. CREDIT LINE AND CAPACITY.** You agree that: (a) we may establish a credit line (limit) for your Account; (b) we may suspend your Account without notice if your Account balance exceeds your credit line; and (c) we may change your credit line without notice based on our evaluation of your creditworthiness and other factors. You will be advised of your credit line if your Account is approved.

**3. BILLING AND PAYMENTS.** Your Account will be delinquent if you do not pay your invoice(s) in full by the due date appearing on the invoice. If your payment due date falls on a weekend or holiday, your payment must be made on the business day following the payment due date. Delinquent Accounts will be subject to late fees (as described below), suspension, or termination of credit privileges, without notice. All charges must be paid in full regardless of disputes. Applicant acknowledges that the posted retail price may not correspond to the price Applicant will be charged as service fees and charges may apply.

**4. CONTROLS AND DISPUTES.** You are responsible to closely monitor the Card activity. You must maintain at least three (3) Voyager controls on each Card at all times. You will promptly notify us of the loss, theft, or unauthorized use of any Card or Account by telephoning us at 866-544-1715 or through our online system. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding. If fraud is suspected, you must complete and provide Boyett the proper Dispute Form within ten (10) calendar days. Subject to any limitations imposed by law, failure by you to comply with the provisions in this Section 4 will result in you being solely liable all disputed charges. You will remain liable to us for any charges until such time as we receive notice. Once you notify Boyett of the unauthorized use of a Card, you will not be liable for any unauthorized use that occurs on that Card after notification.

**5. CHANGES IN TERMS.** Unless prohibited by applicable law, you agree that we may change the rates, fees, charges, and other terms described in this Agreement, as well as introduce new terms and fees, provided you are given advance written notice by us except when advance written notice is not required pursuant to other provisions of this Agreement. Any amendments to your Account will apply to the then existing balance of your Account to the extent permitted or required by applicable law.

**6. DEFAULT.** If you default on this Agreement or any other agreement between you and us, then we may: (a) suspend or terminate your Account(s) and/or Cards; (b) demand immediate payment of the entire Account balance; and (c) start a lawsuit for collection of the Account balance, subject to any notice of default and right to cure required by applicable law. To the extent not prohibited by applicable law, you agree to pay all collection costs, including reasonable attorneys' fees, regardless of whether a suit is filed.

**7. LATE FEES; DEFAULT INTEREST.** A late fee of \$80.00 will be assessed on every delinquent Account, including Accounts with returned payments. In the event an Account is terminated for non-payment, Boyett will impose default interest at the rate of 18% per annum on the entire past due balance.

**8. APPLICATION OF PAYMENTS.** Payments will be applied first to unpaid late fees and then to the oldest unpaid balance.

**9. CARDS AND ACCOUNTS.** You request Cards from us for use according to this Agreement by individuals, or in connection with specific vehicles, to be identified to us. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. We may issue renewal Cards prior to their expiration date. You agree that you will destroy expired Cards and Cards for which a replacement Card has been issued. All renewal Cards or any additional Cards you request will be subject to the terms of this Agreement as in effect at the time of that renewal or issuance. You may ask us to: (a) issue additional Cards or replacement Cards; (b) suspend or terminate Cards; or (c) change the authorized use or user(s) of Cards. We may, in our sole discretion, suspend or terminate any Account or Card or refuse to authorize any charge, at any time. Unless you report any errors in your Account information or Cards within three (3) business days of your receipt thereof, we are entitled to rely on that information for processing your Account. You agree that this Agreement controls all charges made on your Account by you or any person who uses a Card or your Account. It is your responsibility to notify us of your revocation of any person or user's authority to use or access your Account, Cards, or driver identification numbers ("DINs"). You agree that use of a Card and the applicable DIN will constitute authorized use for all purposes. We have no obligation or responsibility to you in the event that any merchant, entity or person refuses to honor a Card. You agree to keep DINs confidential and to ensure that your employees do not disclose any DIN. If any of your employees discloses a DIN or writes a DIN on a Card, then you are liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

**10. REPRESENTATION AND WARRANTIES.** You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body.

**11. WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES.** EXCEPT AS OTHERWISE REQUIRED UNDER LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. WE FURTHER DISCLAIM ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS AND SERVICES PURCHASED WITH A CARD, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH RESULT FROM, ARE RELATED TO, OR IN ANY WAY ARE CONNECTED WITH ANY FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE ELECT TO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN IMPLEMENTING FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE HAVE EXPRESSLY AGREED IN WRITING TO UNDERTAKE FOR YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT. THIS LIMITATION OF DAMAGES, INCLUDES, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF ANY CARD OR YOUR ACCOUNT. FURTHERMORE, OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR IMPLIED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE CARD FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.

**12. ASSIGNMENT.** You may not assign this Agreement without our prior written consent.

**13. CANCELLATION.** We and you have the right to cancel this Agreement, Accounts, Cards or DINs at any time without advance notice. You remain obligated to pay for all purchases made before cancellation. Upon cancellation, all cards will be deactivated and you agree to destroy all Cards or return to us for destruction.

**14. PARTIES TO THE AGREEMENT.** This is an agreement between you and us and no other entity shall be deemed a party to this Agreement or third-party beneficiary of it.

**15. JOINT AND SEVERAL.** Applicant shall be jointly and severally liable for all charges incurred hereunder.

**16. SEVERABILITY.** In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement.

**17. REQUIREMENTS OF A WRITING.** You agree that any electronic image of signed originals of your Agreement, Application and product enrollment forms is binding as an original. You further agree any changes of vehicles, drivers, and Fleet Contact Persons placed by telephone or electronically, and accepted by us, are binding on you.

**18. ENTIRE AGREEMENT.** This Agreement, including the Account Application you filed with us, any agreements which secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any amendments, modifications, substitutions or replacements of any of those documents, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement. Except as is expressly permitted in this Agreement, no modification of it is effective unless in writing and signed by an authorized officer of you and us.

**19. CHOICE OF LAW; VENUE.** This Agreement, including the Personal Guaranty, shall be governed and construed by the applicable laws of the State of California. All legal proceedings arising out of or related to this Agreement, including without limitation post-judgment matters and debtor examinations, shall be conducted in Stanislaus County, California. This choice of venue is intended by the parties to be mandatory and not permissive in nature. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any legal proceeding related to this Agreement. For purposes of California Code of Civil Procedure, section 395 et seq., the Parties agree that this Agreement is entered into and the obligations are to be performed in Stanislaus County.

\*\*\*\*\*For Office Use Only\*\*\*\*\*

Verify:  Application complete and signed  Copy of voided check  Cruise Americard order form. Salesperson: \_\_\_\_\_  
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Acct. #: \_\_\_\_\_ Credit Line: \_\_\_\_\_ Payment Terms: \_\_\_\_\_