



CALIFORNIA AND ARIZONA



We appreciate your interest in opening a credit account with us. This checklist will help in submitting a completed application that will assist in an expedited process. Some exceptions do apply, and incomplete applications may experience a longer delay. Once the application is received, please allow 1-3 business days for completion and you will be notified via email or phone call of the status.

GENERAL BUSINESS SECTION

- ☐ Name of our salesperson or office who assisted you.
- ☐ Estimated usages, dollars, and product type(s) to be purchased.
- ☐ All contact information, telephone, and email.
- ☐ Federal tax identification number (if a business), SSN if individual.
- ☐ Bank name, contact name, telephone, email, and primary account number.
- ☐ Name of owner(s), partners, or corporate officers.
- ☐ Owner and partner SSN, date of birth, and driver's license number.
- ☐ Wet signature of owner and/or officer of organization. No electronic signatures. Other signers may also be acceptable when companies have authorized parties, such as: CFO, Accounting Manager, Purchasing Manager, Buyer, etc. Please note title of person if not owner.
- ☐ Signature and copy of photo identification of all Signer(s).

PERSONAL GUARANTEE SECTION

- ☐ Personal guarantee is requested on all applications, however, if an application is submitted without it, after reviewing the application, we may require a personal guarantee to extend credit.
- ☐ Enter Company Name and Complete Signer Information.
- ☐ Wet signature and copy of photo identification for all Signer(s), if different from above.

Please email or fax your completed application and copies of all identification to our Credit Manager.



308 West Market Street • Salinas, CA 93901

BUSINESS APPLICATION FOR CREDIT

To request credit, please fax or email this completed application with photo identification for each signer.

(831) 375-5178 Credit Dept • (888) 682-4122 Fax

Email: nancy@toropetroleum.com

Check all types desired: Gasoline _____ Diesel _____ Red Diesel _____ Oil/Lubricants _____ Cardlock Access _____

Estimated Monthly Fuel Usage \$ _____ Credit Limit Desired \$ _____ Toro Petroleum Salesperson _____

Estimated Monthly Gallons Usage: Bulk Fuel _____ Oil/Lubricants _____ Cardlock # of cards _____

Check any special tax exemptions Farming _____ Government _____ School _____ City _____ SET Exempt _____ Resale _____

Business/Individual Name _____

Physical Street Address _____

City _____ State _____ Zip _____

Trade Name (dba) _____

Mailing Address _____

City _____ State _____ Zip _____

Delivery address of fuel _____ City _____ Zip _____

Federal Tax ID (SSN if individual) _____ D & B # _____ Years in Business _____

Type (check) Sole Proprietor _____ Partnership _____ LLC _____ Corporation _____ State of Inc _____ Year of Inc _____

Nature of business _____

Have you/your company ever filed for bankruptcy or have had legal judgments against you? _____

Business address. If leasing, landlord's name _____ Phone _____

Business Phone _____ Bus Email _____

AP Contact Name _____ AP Email _____

AP Contact Phone _____ Fax Number _____

CFO Name _____ CFO Email _____

CFO Cell Phone _____

Bank Name _____ Bank Contact Name _____

Bank Contact Telephone _____ Bank Contact Email _____

Bank Address _____ City _____ State _____ Zip _____

Checking Account # _____ Savings Account # _____

NAME OF APPLICANT ORGANIZATION OR INDIVIDUAL: _____

Please complete the following for the Company OWNER(S), PARTNERS, or all GENERAL CORPORATE OFFICERS.

Name (1) _____ Title _____ Date of Birth _____

Home Address _____ SSN _____ D.L.#/State _____

City _____ State _____ Zip _____ Business Phone _____ Email _____

How long at this address _____ years Own _____ Rent _____ Percent of Ownership _____ %

(Spouse) Name _____ SSN _____ Date of Birth _____

Name (2) _____ Title _____ Date of Birth _____

Home Address _____ SSN _____ D.L.#/State _____

City _____ State _____ Zip _____ Business Phone _____ Email _____

How long at this address _____ years Own _____ Rent _____ Percent of Ownership _____ %

(Spouse) Name _____ SSN _____ Date of Birth _____

Name (3) _____ Title _____ Date of Birth _____

Home Address _____ SSN _____ D.L.#/State _____

City _____ State _____ Zip _____ Business Phone _____ Email _____

How long at this address _____ years Own _____ Rent _____ Percent of Ownership _____ %

(Spouse) Name _____ SSN _____ Date of Birth _____

Are you currently purchasing fuel from another supplier or cardlock fuel program? No _____ Yes _____ if yes, please complete

Supplier Name _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

TRADE REFERENCES, please provide as much information as possible to expedite the application process.

Name (1) _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

Primary Contact Name _____ Email _____

Name (2) _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

Primary Contact Name _____ Email _____

Name (3) _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

Primary Contact Name _____ Email _____

NAME OF APPLICANT ORGANIZATION OR INDIVIDUAL: _____

TERMS AND CONDITIONS

1. All statements made herein are true and accurate to the best of my/our knowledge. Toro Petroleum Corporation, hereafter referred to as "Toro" is authorized to obtain business and individual credit reports from a credit bureau, credit agency, or trade/credit reference information from references provided on this credit application and are hereby indemnified from any liability from their investigation. Toro may use information provided to conduct future credit investigations.
2. Credit limits will be established Toro for each customer based on the customers credit worthiness. I/we agree to pay a late fee of 1.5% per month (18%/year) on any delinquent balance. I/we acknowledge that a \$50.00 NSF fee will be charged on all returned EFT drafts and checks.
3. It is the responsibility of the customer to provide in advance any resale, tax ID, tax exemption certificates or other documents that affect the taxation of purchases. If such documents are absent at the time of purchase customer shall be liable for all taxes regardless of future submission of required documents. Customer also agrees to supplement all information provided herein as changes occur.
4. Credit sales are authorized at the sole discretion of Toro and it reserves the right to revoke or change terms at its discretion.
5. Delivery of any product made to customer's tanks, vehicles or equipment may be made without obtaining signatures or receipts upon delivery.
6. The customer is obligated for purchases made in the company name not withstanding change in the form of business or sale of the business to a third party unless notice as described below is first given.
7. Customer shall indemnify and hold harmless Toro from any claims and costs including but not limited to those of bodily injury and damage which may be occasioned by or attributed to the customer or its agents or employees while on Toro's premises.
8. Toro shall not be liable for any damages including consequential damages which may result from failure to provide fuel or failure of Toro's equipment to operate in any manner whatsoever.
9. Toro may without notice cancel the customers' right to use and/or may change company's line of credit at any time.
10. Toro may amend this agreement at any time and subsequent purchase will be subject to said amendment.
11. Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule or regulation of any government agency will not affect the validity or enforceability of any other provisions of this agreement.
12. The customer understands that no officer, employee, agent or assignee of customer has authority to waive any provision of this agreement, nor shall an industry custom or practice vary the expressed provisions contained herein. It is not necessary for Toro to inquire into the powers of customers or its officers, agents, or partners to incur indebtedness. Indebtedness of customers to Toro created in reliance upon the professional exercise of such powers is hereby guaranteed.
13. Customers are liable for all charges incurred on their account. Accounts may be deactivated by sending written notice to Toro either by mail at 308 W Market St., Salinas, CA 93901 or email to AR@TOROPETROLEUM.COM.
14. Toro may send invoices or statements and any notices to Customer at the address shown on this application or email account as provided. Notice is given upon date of mailing.
15. If customers account is referred for collection, Customer shall pay all attorney's fees and costs of collection including collection agency fees. The Customer agrees that jurisdiction and venue for any dispute under this contract shall be at the election of Toro.
16. Toro may offset by any monies due by Toro to Customer against any amounts due by Customer to Toro. In the event Customer fails to make payment of any amount when due, then all amounts due from Customer shall be accelerated and immediately due and payable regardless of the terms and conditions thereof. Any debt owed by customer to Toro or vice versa is hereby subordinated to the obligation of Customer to Toro.
17. The undersigned is fully authorized to bind company to this agreement and company agrees to be bound by all terms and conditions stated herein.

Signature of Officer/Owner/Partner _____ Title _____

Printed Name of Signer _____ Date _____

PERSONAL GUARANTEE (LEGAL PROMISE TO PAY)

To: Toro Petroleum Corporation

In consideration of the extension of credit granted by Toro Petroleum Corporation, 308 West Market Street, Salinas, CA 93901, hereafter referred to as "Toro" to _____ **[Enter Company Name] (Applicant)**, I hereby personally, individually, unconditionally and jointly and severally guarantee payment of whatever amount, which at any time shall be owing to Toro on account of goods delivered, together with all other damages and costs for which Applicant may be obligated to Toro, after the date hereof. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions. I hereby waive diligence, presentment, demand, protest or notice of any kind whatsoever, as well as any requirement that the holder exhaust any right or take any action against purchaser of the goods delivered and hereby consent to any extension of time or renewal thereof. This guarantee shall remain in effect until I have notified Toro in writing of its cancellation, but such a cancellation shall not alter any obligation arising hereunder prior to receipt of such written notice. I agree to pay all reasonable costs, expenses and attorney's fees incurred in the enforcement of this personal guarantee including, but not limited to, the collection of any past due indebtedness whether suit has been filed or not. Facsimile signatures shall have the same force and effect as original signatures. I hereby authorize Toro access to my credit reports from a credit bureau or credit agency.

Guarantor's Signature _____ Title _____

Printed Name _____ Date _____

Guarantor's Signature _____ Title _____
(Other or Spouse if business partner)

Printed Name _____ Date _____

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Company Name: _____, hereinafter called "customer", **located at**

(Address)

(City)

(State)

hereby authorize Toro Petroleum to initiate debit entries to customer's bank account number at the depository named below, hereinafter called "Depository", which in turn shall debit the same to such account. The debit entries may be either in the form of a paper or electronic debit.

DEPOSITORY BANK:

Bank Name _____

Branch Name/Number _____

Account Number _____

Routing Number _____

You are hereby authorized, as a convenience to me to pay and charge my account drafts drawn on my account by Bank of America (as agent for Toro Petroleum) with Toro Petroleum as payee, provided there are sufficient collected funds in such account to pay the same upon presentation.

This authorization agreement allows Toro Petroleum to charge debits to this account at frequent intervals for varying accounts. It is acknowledged and accepted that, Toro Petroleum may debit customers' accounts within agreed credit terms or upon incurring an obligation to Toro Petroleum.

A draft notice via email will be sent prior to the draft. There will be a \$50.00 charge for any draft returned unpaid by our depository. The right to review any invoices before a debit is charged to customers account is hereby relinquished. In the event a debit is shown to have been made erroneously, Toro Petroleum agrees to correct such error immediately. This authorization is to remain in full force and effect until Toro Petroleum and Depository have received written notification from customer of its termination in such time to afford Toro Petroleum and Depository a reasonable opportunity to act on it.

Date _____

Approver Signature _____

**A VOIDED CHECK OR PREPRINTED DEPOSIT SLIP FOR THE
ACCOUNT REFERENCED ABOVE MUST BE AFFIXED HERE
BEFORE RETURNING TO OUR OFFICE.**