



Amount of overall credit requesting  
\$ \_\_\_\_\_

45315 North Trevor Ave.  
Lancaster, CA 93534  
661-948-6044 fax 661-949-9744  
[WWW.PETROLOCK.COM](http://WWW.PETROLOCK.COM)  
[WWW.SPORTSRACINGGAS.COM](http://WWW.SPORTSRACINGGAS.COM)

**BUSINESS ACCOUNT INFORMATION**

The undersigned ("Customer") states that all of the foregoing information is true and correct and requests that Petro Lock Inc. extend credit, and/or continue previously extended credit, to Customer in material reliance upon such information. The undersigned provides authorization to release any information necessary toward the processing of an account application with Petro Lock Inc. This information will be kept strictly confidential. **The undersigned has read and agrees to the Terms and Conditions (and Additional Cardlock Terms and Conditions if applicable) attached to this agreement and agrees that all of those Terms and Conditions are binding on the Customer.** Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature \_\_\_\_\_ Date: \_\_\_\_\_ Federal ID# OR Social Security#: \_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

Legal Name or Legal Company Name _____		DBA _____	Years in Business _____	
Telephone _____	Fax _____	E-mail _____		
Home or Business Address _____	City _____	State _____	Zip _____	How Long at this address? _____
<input type="checkbox"/> Own <input type="checkbox"/> Lease				
<b>Check one:</b> <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Non Profit				
<input type="checkbox"/> Subsidiary of Parent Company	Name of Parent _____		Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Single Entity (not a subsidiary)	Main Business Activity _____		Dun & Bradstreet #: _____	
Has the company ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No    If so, when and what Chapter? _____				

**BANKING INFORMATION**

Primary Bank _____	Address _____	City _____	State _____	Zip _____
Bank Contact Person/Phone _____	Fax _____	Account Type and Number _____		

**CREDIT REFERENCES**

Business Name _____	Address _____	City _____	Zip _____	Phone _____	Fax _____
Business Name _____	Address _____	City _____	Zip _____	Phone _____	Fax _____
Business Name _____	Address _____	City _____	Zip _____	Phone _____	Fax _____

**OWNER, PRINCIPAL, AND/OR OFFICER (MANDATORY FOR ALL CREDIT APPLICATIONS)**

Name _____	Position _____	SS# _____
Home Address _____	City/State _____	Zip _____
Home Phone _____	Drivers Lic# _____	DOB _____
Name _____	Position _____	SS# _____
Home Address _____	City/State _____	Zip _____
Home Phone _____	Drivers Lic# _____	DOB _____

I certify that the information is true and correct. As a principle of the applicant, I authorize and request Petro Lock, Inc. to obtain and consider my personal credit in conjunction with this application. Facsimiles and scanned signatures shall have the same force and effect as an original signature.

[X] Signature \_\_\_\_\_ [X] Signature \_\_\_\_\_

**TERMS AND CONDITIONS APPLICABLE TO ALL CUSTOMERS**

The entity or individual applicant (hereinafter "Customer") agrees to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay Petro Lock Inc. a service charge of 1.5% per month on the unpaid balance for all charges not paid within the due date (or the highest rate allowed by law). This is not interest on a loan or a finance charge but an agreed to service charge for the failure to timely pay for goods and services received.

Customer agrees to assume full responsibility for all purchases made on Customer's account and to pay all bills when due. Customer agrees not to exceed the credit limits set by Petro Lock Inc. however, in the event Petro Lock Inc. does extend additional credit to Customer, Customer will be deemed to have actual knowledge of such additional credit purchases, and in the event such credit exceeds any such limits, Customer agrees to assume full responsibility and to pay any additional amounts that exceed the credit limit previously set by Petro Lock Inc.

To secure the payment, customer grants Petro Lock Inc. a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes Petro Lock Inc. to file one or more financing statements signed only by Petro Lock Inc. without Customer's signature and to use a copy of this agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. Petro Lock Inc. shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where they reside from time to time, which remedies shall be cumulative and not exclusive.

Petro Lock Inc. may, at their option, refuse to permit charges to be incurred on the account. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. Petro Lock Inc. will not be responsible for any claims or damages whatsoever for failure to deliver at certain times. Customer and the undersigned certify that the delivery location is unbranded and will immediately notify Petro Lock Inc. of any change in writing by certified mail.

The parties agree that, if the account is referred for collection to an attorney, the Customer and the undersigned will pay reasonable attorneys' fees and costs of collection.

The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of California shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, if any litigation is commenced to arising out of this agreement, the sole and exclusive venue for resolution of these disputes will be in Los Angeles County, California, in either the California Superior Courts for the County of Los Angeles or the (Antelope Valley Courthouse), U.S. District Courts for the Central District of California (Southern Division). Customer and undersigned guarantor further agree that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive all right to seek venue elsewhere. The parties further covenant and agree, if suit or litigation is filed by either party to this agreement, California retains both *in rem* and *in personam* jurisdiction over both parties and their assets.

To the maximum extent permitted by the applicable law, Petro Lock Inc.'s total aggregate liability to Customer for any claim arising out of or in connection with this agreement for breach of contract, breach of warranty, breach of statutory duty or negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the invoice value of the relevant delivery of Product, if delivered, or if the above breach of Agreement consists of a failure to deliver, the invoice value of the Product had it been delivered and invoiced. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS OR DAMAGE OF ANY KIND.

[X] Initial \_\_\_\_\_

[X] Initial \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY TO ALL CUSTOMERS**

As a direct and material inducement to one or all of the Petro Lock Inc.'s companies to grant financial accommodations or otherwise extend credit to Customer, the undersigned (jointly and severally) hereby unconditionally personally guarantees to Petro Lock Inc. the payment, when due, of every claim (including but not limited to service charges, reasonable attorneys' fees and costs) of Petro Lock Inc. against the Customer. This is a continuing guaranty and shall remain in full force until written revocation from the undersigned is actually received by Petro Lock Inc., but such revocation shall be effective only as to claims of Petro Lock Inc. that arise out of transactions entered into after its receipt of such notice. Petro Lock Inc. shall not be required to first proceed against applicant or enforce any other remedy before proceeding against either of the undersigned. As a continuing guaranty, this shall not be discharged by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor assignee of Petro Lock Inc. The term of this guaranty shall be for the duration of the agreement, and any addendum thereto, and shall guarantee all obligations that may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. Notwithstanding the full payment of any claim or receipt of any revocation, this guaranty shall remain in full force and effect or be reinstated with respect to claims against the Customer if the Customer files for bankruptcy protection, or in any court proceeding an order or judgment is entered compelling Petro Lock Inc. to return or refund any amount of payment made with respect to the claims. Further, the undersigned agrees to and hereby does, waive any and all right to subrogation against the Customer for monies paid to Petro Lock Inc. under this or any other agreement binding the undersigned or the Customer. The undersigned waives all statutory rights available to them as sureties. The undersigned further agrees to pay all reasonable costs, expenses and attorneys' fees incurred in the enforcement of this continuing guaranty, or in the enforcement of any obligation as a result of the extension of credit. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature \_\_\_\_\_

Please Print Name \_\_\_\_\_

[X] Signature \_\_\_\_\_

Please Print Name \_\_\_\_\_

**ADDITIONAL CARDLOCK TERMS AND CONDITIONS APPLICABLE TO ALL CUSTOMERS**

Customer hereby accepts the obligation and responsibility for payment for all charges made with Card(s) issued to Customer. Should any of the Card(s) issued to Customer be lost, stolen or misplaced, Customer shall remain liable for any purchases made with lost or stolen Card(s). This obligation extends until Petro Lock Inc. receives proper notice of the lost or stolen Card(s) from Customer, provided this notice includes the Card number for each lost or stolen Card. Customer agrees to, and acknowledges, full liability for the losses resulting from any failure to report unauthorized use of Card(s) in accordance with the terms hereof.

Customer represents that any person using a Card issued in the name of Customer will be taught all safety regulations to ensure safe operation of all fueling sites. Petro Lock Inc. shall not be liable for any damage or claims that may result from its failure to provide fuel or the failure of any equipment in any manner whatsoever. Customer covenants to use, and to cause any person using a Card issued to Customer to use, their best efforts to avoid any fuel spills at the sites and to keep the fueling sites neat and clean. Customer and those using the Card(s) delivered to Customer hereunder represent to Petro Lock Inc. that those using the fueling sites are aware of the proper use of the fueling sites and Customer and guarantors will indemnify and hold Petro Lock Inc., its officers, directors, shareholders, landlords, tenants and agents harmless from any liability, claims and costs including, but not limited to, those for bodily injury and property damage that may be caused in whole or in part by the use of the Card(s) by the Customer or those using the Card(s) delivered to the Customer hereunder.

Petro Lock Inc. maintains the absolute right exercisable in its sole discretion to interrupt or terminate use of any and all Card(s) issued to Customer. Any claim for defective fuel or any other claim or defective product(s) is waived by Customer and guarantor unless made within fifteen (15) days from the Customer's purchase of defective fuel or purchase of the product or services giving rise to the claim. In consideration of Petro Lock Inc. selling merchandise and services to this Customer, the Customer agrees to Petro Lock Inc.'s, payment terms and conditions hereof and as described on Petro Lock Inc.'s billing statement regarding all purchases made by Customer, on Customer's behalf or using Card(s) issued to Customer.

Any disputed charges must be identified by Customer and/or guarantor within ninety (90) days of original invoice date. After ninety (90) days, all charges are considered valid. Customer agrees that it shall notify Petro Lock Inc. no later than the earlier of (i) forty-eight (48) hours following receipt of the Petro Lock Inc statement including unauthorized use of Card(s) or (ii) upon learning of unauthorized use of Card(s). Without in any manner limiting the full assumption of liability set forth in this paragraph and in this agreement, Customer agrees to and acknowledges full and complete liability for any losses resulting from any failure to report unauthorized use of Card(s) in accordance with the terms hereof.

[X] Initial \_\_\_\_\_ [X] Initial \_\_\_\_\_

**CUSTOMER FUELING PROFILE (ALL CUSTOMERS)**

Number of Vehicles	Expected Monthly Fuel Volume	Credit Limit Requested

Please specify the number of Vehicles in fleet per type of fuel      Gasoline \_\_\_\_\_ + Diesel \_\_\_\_\_ + All Products \_\_\_\_\_ = Total number of vehicles \_\_\_\_\_  
 Number of vehicles      Number of vehicles      Number of vehicles

**ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT**

We hereby authorize Petro Lock Inc. and each of its successors and assigns and other affiliated companies to initiate debit entries to our checking account indicated below and the depository named below (hereinafter called "Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile.

DEPOSITORY      BANK NAME \_\_\_\_\_      TELEPHONE \_\_\_\_\_  
 BANK ACCOUNT # \_\_\_\_\_      ABA# (Routing#) \_\_\_\_\_

This EFT agreement is to remain in full force and effect until Petro Lock Inc. and the Depository have received written notification from us in such time and manner as to afford Petro Lock Inc. and the Depository a reasonable opportunity to act on the notification. This agreement allows Petro Lock Inc. to charge debits to this account at frequent intervals for varying amounts.

LEGAL NAME OF COMPANY \_\_\_\_\_  
 CONTACT \_\_\_\_\_  
 PHONE \_\_\_\_\_  
 FAX \_\_\_\_\_

[X] Signature \_\_\_\_\_      DATE \_\_\_\_\_  
 AUTHORIZED SIGNER OF THE BANK ACCOUNT

PLEASE ATTACH VOIDED CHECK

