



# Rio Colorado Development, LLC

## FUEL CREDIT APPLICATION

### Pacific Pride Card Holder Status:

Are you presently a Pacific Pride Cardholder?	Yes		No	
Card #	When did you last use your card?			

### Anticipated Gallons of Fuel Purchases

Estimated gallons of fuel purchases in San Luis
Estimated gallons of fuel purchases outside of San Luis

### Business Contact Information

Company Name			
Primary Contact Person			
Physical Address			
Mailing Address			
City	State	Zip Code	
Phone	Fax	E-Mail	
State of Corporation	Resale #		
Date Business Commenced	State	ZIP Code	
Type of Business	Federal Tax ID #		
Sole proprietorship	Partnership	Corporation	Other

### Have you ever filed for bankruptcy or have any legal judgments against you?

No	If yes, when and where
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### Banking Information

Bank Name		
Bank Primary Contact Person		
Physical Address		
Mailing Address		
City	State	Zip Code
Phone	Fax	E-Mail
<u>Type of account</u>	<u>Account number</u>	
Checking		
Savings		
Other		

### Principal/Partner/Owner/ Guarantor

Name	Title	
Home Address	DOB	Drivers Lic.#
Mailing Address	SS #	
City	State	Zip Code
Phone	Fax	E-Mail
Percent Ownership of Business		
Marital Status		
Spouse's Name		
SS#	Title	

**Trade References**

Company Name		Contact	
Address			
City		State	Zip Code
Phone	Fax	E-Mail	
Company Name		Contact	
Address			
City		State	Zip Code
Phone	Fax	E-Mail	
Company Name		Contact	
Address			
City		State	Zip Code
Phone	Fax	E-Mail	

**Terms and Conditions**

1. Sales completely outside of San Luis need to be over 2,000 gallons per month.
2. Statements are mailed on the 1<sup>st</sup> and 16<sup>th</sup> of each monthly and are due upon receipt.
3. Rio Colorado Development, LLC, hereinafter referred to as RCD, will mail all invoices and statements to the mailing address as shown in this application.
4. Credit limits may be established between RCD and \_\_\_\_\_ according to the customer's credit merit.
5. Customer will provide a Letter of Credit payable to RCD. Furthermore, \_\_\_\_\_ agrees to pay a late fee of 1.5% per month (18% per year) on any delinquent balance. A \$50.00 Non-Sufficient Funds fee will be charged for any returned checks.
6. If at any time your account balance becomes delinquent, you will be subject to lien and/or collection procedures.
7. Your status may be placed on hold if your balance becomes past due or over your credit limit.
8. It is your responsibility to keep our files updated with your most current billing address and telephone number.
9. If your payment does not specify which invoice to pay, we will apply it to the oldest item first, even if those items are finance charges.
10. We reserve the right to revoke your charging privileges at any time.
11. We may delay the enforcement of or fail to enforce any of our rights under this agreement without forfeiture of these rights.
12. If it is necessary for RCD to refer your account to a collection agency, you will be obligated to pay all related attorneys' fees and costs for collections.
13. Customer must send a written notice to deactivate their account to: Rio Colorado Development, LLC; P.O. Box 10346, San Luis, Arizona, 85349.
14. If your place of business meets any of the qualifications as  Federal,  State,  local government or  Farmer who purchase fuel without the Federal Excise Tax, please include a copy of your exemption letter when submitting your application.
15. By signing below and utilizing your credit account, you acknowledge and accept these terms as part of your credit agreement.

**Personal Guarantee**

Applicant's signature warrants that the above information and related financial disclosure is true and accurate, and that they have retained a copy of this agreement for their records. By submitting this application, you authorize Rio Colorado Development, LLC, to make inquiries into the banking and business/trade references you have supplied. In consideration of RCD sales to the above open account, I personally guarantee payment for all materials purchased by the above applicant

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Guarantor's Authorized Signature (Owner, Officer, or Principal)

Title

Date

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**PHOTO ID REQUIRED TO CONFIRM ALL SIGNATURES.**



# Rio Colorado Development, LLC

## CARDLOCK USE AGREEMENT

### Personal Guarantee

1. \_\_\_\_\_ understands that all of the cards provided by RCD for purchasing fuel are only for the authorized person or business named on the account for purchasing fuel.
2. \_\_\_\_\_ agrees to assume responsibility for all State, Federal and Local fuel taxes.
3. \_\_\_\_\_ agrees to notify RCD when a card is lost or stolen to prevent any fraudulent use of the card(s) by any unauthorized person(s).
4. \_\_\_\_\_ is entitled to deactivate the account in case of any problem.
5. \_\_\_\_\_ agrees to keep the security pin numbers provided by RCD for fuel cards in a safe and secure location.
6. \_\_\_\_\_ agrees with any and all financial responsibilities associated with using this card(s) or credit.
7. If any authorized person(s) loses their card or any fraudulent transactions appear on your statement, a written letter of notification must be sent to RCD regarding this issue to: Rio Colorado Development, LLC, Attention: Customer Service, Post Office Box 10346, San Luis, AZ 85349.

The Guarantor agrees with all the terms and conditions provided in the Cardlock Agreement. Also, the Guarantor agrees to pay, in full, the amounts due as outlined in this agreement. The Guarantor agrees to pay all the expenses incurred in the case of any collection expenses and/or attorney's fees associated with the collection of any and all charges made to this account.

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<i>Guarantor's Authorized Signature (Owner, Officer, or Principal)</i>	<i>Title</i>	<i>Date</i>
----- Photo ID Given / # / Exp: -----		
(Please Print Guarantor's Name)		

Company Name: -----  
(Please Print Company Name)

**PHOTO ID REQUIRED TO CONFIRM ALL SIGNATURES.**

## ADDITIONAL TERMS OF CARDLOCK USE

### Personal Guarantee

1. Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
2. This access card is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the Cardlock system. This access card is **not** a credit card. By signing this application, it is understood that the Federal \$50.00 liability limit for credit cards will not apply to the Pacific Pride and/or AmeriNet Cardlock access cards issued on the account. All purchases will be the responsibility of the account holder/Purchaser. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.
3. In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters, and the Purchaser/customer will cover all collection and/or legal costs or fees.
4. Purchaser shall be responsible for all purchases by Purchaser or any other persons using the Cardlock cards issued to Purchaser, regardless of whether use by another person is authorized or is fraudulent. The Purchaser will *immediately* notify the Supplier of a lost, stolen or misused card, and when a card needs to be invalidated when an employee is terminated. The Purchaser agrees that they will **not** have the PIN#/security access code on/near the card, should it be lost or become used fraudulently in anyway.
5. The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
6. The Purchaser is advised that Cardlock sites that are at/or near retail sites will not be paying the posted retail price at the site, but the actual Cardlock price per gallon. The posted price is for cash or credit card purchases only, and not the price of Cardlock fueling purchases.
7. The Purchaser agrees that they have thirty (30) days from their billing statement date to dispute any charge(s) noted within that statement.
8. If there is any change in the ownership of the Purchaser or if substantial assets of Purchaser are sold, the Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier. If there are ownership changes made, a new application will be filled out reflecting all current company ownership information by Purchaser.
9. Purchaser represents that it and any person using the Cardlock cards delivered to Purchaser are and shall be aware of the proper use of the Cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling of the fuels dispensed from the Cardlock system. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence of misuses of the Cardlock system by the Purchaser of any person using the Cardlock cards, delivered to the Purchaser hereunder.
10. Supplier shall use its best efforts to maintain the Cardlock system in good working order and condition at its expense provided, however, Supplier shall not be responsible for any damage of loss which may result from its failure to provide fuel or the failure of the Cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the Cardlock cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the Cardlock system of which Purchaser or such person is aware.
11. Purchaser's right to purchase fuel through the Cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all Cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
12. In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and, if suit or action is filed, to enforce the rights of Supplier then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.
13. All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's other branch or regional accounts, whether set up now or in the future.
14. The card deposit of \$25.00 will not be refunded after three (3) years. Normally during that time, cards will be reissued at least once and accounts restructured as business changes. A \$50.00 handling fee will be charged for all checks returned from the bank for any reason. This charge will be noted on your next statement following the returned check. If two (2) or more checks are returned within a one (1) year period, your account may be cancelled and your access card(s) invalidated.

#### AGREEMENT AND GUARANTY

"I have made the attached statement for the purposes of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due within ten (10) days of invoice date. I agree to pay a late charge of 1.5% per month (18% annual rate) or fifty dollars (\$50.00) minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THIS APPLICATION HEREOF. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of this account. All purchases made on this account will be for commercial use. I agree to all of the terms as outlined above under the Additional Terms of Cardlock Use. In the event of my death, my heirs, executors and administrators shall be bound to this Guaranty until knowledge of such death shall come to the attention of the Credit Manager."

Printed Legal Name: \_\_\_\_\_ Photo ID Given/#/Exp: \_\_\_\_\_

Signed Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR MAXIMUM SECURITY, DO NOT PUT YOUR PIN # ON OR NEAR YOUR FUELING CARDS.**