



A Division of Dion and Sons, Inc.

◆ Industrial Lubricants ◆ Mil Spec. Rust Preventatives ◆

### Credit Application

The undersigned company is applying for credit with and agrees to abide by the standard terms and conditions as printed on page three.

Applying for: \_\_\_\_\_ Commercial Account \_\_\_\_\_ Pacific Pride Account (Additional Application Required)

Company name \_\_\_\_\_

DBA (if different) \_\_\_\_\_

Contact person \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Federal tax ID or Social Security number. \_\_\_\_\_

Type of business \_\_\_\_\_ No. of employees \_\_\_\_\_

Date business established \_\_\_\_\_

Type(s) of products you will purchase \_\_\_\_\_ Estimated Gallons/month \_\_\_\_\_

Amount of credit requested \$ \_\_\_\_\_

Industry: \_\_\_\_\_ SIC Code: \_\_\_\_\_ NAICS Code: \_\_\_\_\_

\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Liability Corporation \_\_\_\_\_ Sole Proprietorship

Date Of Incorporation \_\_\_\_\_ State \_\_\_\_\_

Names, titles, and addresses of your three chief corporate officers or partners, or owner(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Social Security: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Are you sales tax exempt?  Yes  No If Yes, resale certificate required

Purchasing Dyed Diesel?  Yes  No If Yes, exemption certificate required

Have you ever had credit with us before? Yes \_\_\_ No \_\_\_, Under What Name: \_\_\_\_\_

Have the principals of this business ever been involved in a petition of bankruptcy or forced liquidity? Yes \_\_\_ No \_\_\_

Authorized purchasers: \_\_\_\_\_ Purchase Order Required? \_\_\_\_\_

Purchase order required? \_\_\_\_\_

Present Petroleum Supplier

Property of Business Locations Is \_\_\_\_\_ Owned \_\_\_\_\_ Leased Length of Lease \_\_\_\_\_ Monthly Rent \_\_\_\_\_

Name of Lessor \_\_\_\_\_ Telephone Number of Lessor \_\_\_\_\_

Address of Lessor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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<b>TRADE REFERENCES</b>	
Reference #1	Name _____
	Address _____
	_____
	_____
	Phone _____
Reference #2	Fax _____
	Name _____
	Address _____
	_____
Reference #3	Phone _____
	Fax _____
	Name _____
	Address _____
<b>BANK REFERENCE</b>	_____
	Bank#1
	Account # _____
	Phone _____
	Fax _____
	Contact person _____
	Name of bank _____
Address _____	
_____	
_____	



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**AGREEMENT TO TERMS AND CONDITIONS**

I authorize this organization to request a consumer and business credit report for purposes of determining my current and continued credit worthiness. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose. I understand that this organization will be requesting a consumer credit and business report in conjunction with this commercial business application. I release all such persons from any liability or damages that may be incurred as a result of such information. I certify that the information on this application is true and complete. Additionally, I agree to all of terms and conditions as outlined below.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

**Officer's signature:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE**

IN CONSIDERATION OF SELLER, DION & SONS, INC., SELLING GOODS AND/OR SERVICES TO THE BUYER EXECUTING THIS APPLICATION AND AGREEMENT, BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS REGARDING PURCHASES MADE HEREAFTER:

1. ALL SOLVENT & LUBRICANT PURCHASES SHALL BE PAID NO LATER THAN 30 DAYS FOLLOWING THE INVOICE DATE. ALL FUEL PURCHASES SHALL BE PAID NO LATER THAN 15 DAYS FOLLOWING INVOICE DATE.
2. IN THE EVENT THAT FULL PAYMENT IS NOT RECEIVED WITHIN TERMS STATED IN ITEM 1, NO FURTHER CREDIT WILL BE EXTENDED UNTIL ACCOUNT BALANCE IS SATISFIED. FURTHER CREDIT MAY BE CURTAILED WITHOUT PRIOR NOTICE TO BUYER.
3. BUYER AGREES TO PAY SELLERS ATTORNEY FEES, COURT COSTS, AND EXPENSES INCURRED BY SELLER IF BUYERS ACCOUNT AND THIS AGREEMENT ARE REFERRED FOR COLLECTION OR ENFORCEMENT.
4. BUYER AGREES TO PAY SERVICE CHARGES OF 1-1/2% PER MONTH, AN ANNUAL INTEREST RATE OF 18% PER ANNUM ON ANY AMOUNTS PAST DUE 30 DAYS AFTER BILLING DATE.
5. IF IT BECOMES NECESSARY FOR SELLER TO INSTITUTE LITIGATION AGAINST BUYER IT IS AGREED THAT SELLER HAS THE RIGHT TO BRING SUIT IN THE COUNTY OF LOS ANGELES, CALIFORNIA.
6. NOTWITHSTANDING THAT THIS ACCOUNT IS ESTABLISHED IN THE NAME OF A COMPANY, BUYER PERSONALLY GUARANTEES PAYMENT OF THIS ACCOUNT.
7. BUYER WARRANTS THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND ACKNOWLEDGES THAT CREDIT WILL BE EXTENDED PURSUANT TO THIS AGREEMENT.
8. ANY DISPUTE AS TO BILLING, CHARGES, OR MATERIALS MUST BE RAISED BY BUYER WITHIN 10 DAYS OF BILLING OR SAID DISPUTE SHALL BE WAIVED BY BUYER.
9. SELLER RESERVES THE RIGHT TO CHARGE MASTERCARD, VISA, OR AMERICAN EXPRESS ACCOUNT FOR ANY PAST DUE AMOUNTS.



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**Electronic Funds Transfer (EFT) Authorization Agreement**

**Customer**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Bank**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

ABA No.: \_\_\_\_\_ Account No.: \_\_\_\_\_

I (We), hereinafter called CUSTOMER, hereby authorize Dion & Sons, Inc. to originate electronic debit entries to CUSTOMER'S checking account, indicated above and authorize the Depository Institution named above, hereinafter called BANK, to accept and to debit the amount of such entries from CUSTOMER'S account.

Such entries will be transmitted by California United Bank, Encino, California, on behalf of Dion & Sons, Inc. CUSTOMER will receive notification of the debit entries no less than 24 hours prior to transmission.

This authority is to remain in effect until ten days after Dion & Sons, Inc., at the address shown below, and BANK, at the address shown above, have received written cancellation from CUSTOMER and all purchases of petroleum products prior to receipt of cancellation have been paid.

CUSTOMER understands that a debit entry will only be accepted if sufficient funds are available in CUSTOMER'S account. In the event that an entry is not accepted for any reason, BANK is to notify Dion & Sons, Inc. by telephone at the number shown below by close of the banking day on which the entry is presented.

CUSTOMER understands that if he/she/they refuse payment for a debit entry, Dion & Sons, Inc. may terminate this Agreement immediately.

**CUSTOMER Authorization**

Officer's Signature: \_\_\_\_\_

\_\_\_\_\_  
Name Title Date

**Dion & Sons, Inc. Acknowledgement**

\_\_\_\_\_  
Authorized Signature Title Date



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## PERSONAL GUARANTY

For value received and in consideration of advancing credit to \_\_\_\_\_

The undersigned, jointly and severally, guarantee the prompt payment of all amounts now due and owing or which may hereinafter become due and owing to Creditor by said Applicant on any account on which Creditor may extend or has extended credit to said Applicant, including but not limited to, all accounts due and owing, or which may become due or owing, for goods, wares and merchandise or work labor or service sold and delivered to said Applicant. The liability of the undersigned shall not be affected or prejudiced by the acceptance of a note or other evidence of indebtedness, by extension of time for payment, or other indulgence granted to the Applicant, or by any agreement affecting said indebtedness, and the undersigned hereby waive notice of all of the aforesaid. The filing of a suit or exhaustion of legal remedies against the guarantee, and the undersigned hereby expressly waives any prior notice of Applicant's default. This continuing guarantee can only be revoked by the undersigned by sending written notice of such revocation to Dion & Sons, Inc. by United States certified mail, return receipt requested. Any revocation of the guarantee becomes effect the date Dion & Sons, Inc. receives notice and, accordingly, any debt incurred between the date of the personal guarantee is executed and the date any revocation is received remains guaranteed by the Guarantor.

The undersigned hereby waives notice of default of non-payment. Seller shall be entitled to look to the undersigned for full payment without prior demand, notice, or seeking recourse against any other party. If suit is instituted to enforce this guarantee, the undersigned promises and agrees to pay the cost of such action, together with attorney fees in such amount as may be fixed by the court.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
1<sup>st</sup> Guarantor (Print Name)

\_\_\_\_\_  
2<sup>nd</sup> Guarantor (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number



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**2011 RED DYED DIESEL EXCISE TAX EXEMPTION CERTIFICATE**

The undersigned purchaser ("Purchaser") hereby certifies that all dyed diesel fuel ordered by the Purchaser for a period beginning January 1, 2011 and ending December 31, 2011 will be used for the following tax-exempt purposes.

Check applicable exemptions:

- \_\_\_(1) Use in stationary pumps, compressors and electric power generation equipment.
- \_\_\_(2) Use in an off-highway vehicle that is not required to be registered.
- \_\_\_(3) For Resale-to be resold to excise tax exempt customers only.

Purchaser is aware that the use of dyed fuel cannot be used for taxable purposes. Purchaser will be prepared to establish by satisfactory evidence the purpose for which Purchaser used the product bought under this certificate.

Purchaser also understands that if dyed fuel is found in the tank of a motor vehicle by inspectors for either the Internal Revenue Service or California State Board of Equalization, the vehicle driver will be subject to fines which could equal \$10.00 per gallon of dyed diesel or \$1000.00 whichever is greater for the first offense. Fines and penalties can be assessed by both governing agencies.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

FED ID# OR SS# \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*FOR ACCOUNTING USE ONLY\*\*\*\*\*

ACCOUNT # \_\_\_\_\_

ENTERED BY \_\_\_\_\_



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**CALIFORNIA CERTIFICATE OF RESALE**

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Address of Purchaser

\_\_\_\_\_

I HEREBY CERTIFY: That I hold valid seller's permit no. \_\_\_\_\_ issued pursuant to  
the Sales and Use Tax Law and that I am engaged in the business of selling \_\_\_\_\_

\_\_\_\_\_  
That the tangible personal property described herein which I shall purchase from: **Dion & Sons, Inc.** will be resold by me  
in the form of tangible personal property; provided, however, that in the event any of such property is used for any  
purpose other than retention, demonstration, or display while holding it for sale in the regular course of business. It is  
understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price for  
such property or other authorized amount. Description of property to be purchased:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Purchaser or Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Purchaser or Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_

\*\*\*\*\*FOR ACCOUNTING USE ONLY\*\*\*\*\*

ACCOUNT # \_\_\_\_\_

VERIFIED BY \_\_\_\_\_