

Tax Exempt?				
☐ Y or ☐ N				
If yes, please return tax Exemption Questionnaire and				

Type of Account: Terms
Sales Rep:
*Include Tax Questionnaire if Exemptions are Marked Yes

# ACCOUNT APPLICATION, AUTHORIZATION & AGREEMENT

COMPANY INFORMATI	ON									
Full Legal Company Name:										
DBA or Trade Name:				F	Purchasing Contact:					
Billing Address:			F	Purchasing Phone #:						
City:	City: State:			F	Fax #:					
Street Address (if different):				A	Accour	nts Payab	ole Co	ontact:		
City:	State:		ZIP:	A	Accounts Payable Email:					
Delivery Address:				1	Accour	nts Payab	le Ph	none:		
City:	State:		ZIP:	F	Fax #:					
INDICATE ONE:										
☐ Sole Owner	Partnership		☐ Corp	oration			l	L.L.C.		☐ Government
Type of Business/Industry:		Federa	I ID#:		Date (	Company	/ Est:		DUNS	S #:
Estimated Monthly Purchas	es \$:	F	Product(s) to k	oe purcha	ased:	☐ Fuel	l	Lubes & Ch	em	☐ Cardlock
OWNERS, PARTNERS &	& SHAREHOLDE	RS								
Owner/Partner/Officer:										
SSN:			Title							
Spouse's Name		Social Se	ecurity #:				Pho	ne #:		
Address:										
City:		State:				ZIP:				
Owner/Partner/Officer:										
SSN: Title										
Spouse's Name Social Security #:				Phone #:						
Address:										
City: State:				ZIP:						
REFERENCES										
			Branch:	n:						
Checking Account #: Bank I			Bank Re	Representative's Name:						
Bank Address:										
City & State: ZIP:						Ban	k Phone #:			
Current Fuel Supplier: Contact Name:			ne:	Phone #:						
Address:										
City & State: ZIP:			Account #:							
Trade Reference (Company Name): Contact Name:			ne:		-		Phone #:			
Address:										
City & State: ZIP: Account #:										
Trade Reference (Company Name): Contact Name:			ne:				Phone #:			
Address:										
City & State: ZIP:				Account #:						



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

Please complete and return WITH A COPY of a voided check or bank letter with routing/account information

The undersigned ("Customer") hereby authorizes Senergy Petroleum, LLC ("Senergy") to originate debit/credit entries or otherwise do an electronic funds transfer with respect to fuel, petroleum, lubricants, and other products or services sold to Customer by Senergy from the accounts set forth below. Invoices and delivery tickets, as applicable, shall serve as the EFT notification. This authorization shall be effective until terminated by the undersigned in writing.

Company Name:				SSN	or Fed ID#:			
Phone #:	Fax	Fax: Email:						
Address:								
City:		State:				ZIP:		
Bank Name:		•						
Bank Address:			Bank Phone #:					
Bank City:		Bank State:				Bank ZIP:		
Company name as illustrated on checks:								
Bank Routing #:			Bank A	ccount #	:			
Authorized Signature:			Printed Name:					
Title:			Date:	Date:				
Please complete and retur	n WI	TH A COPY of a voided	check or	bank let	tter wi	th routing/account information		
	\ <b>T</b> T		/OIDE	D CU	ECV	OP		
ATTACH COPY OF VOIDED CHECK OR								
BANK LETTER WITH ROUTING/ACCOUNT INFORMATION HERE								

#### SENERGY PETROLEUM LLC

- 1. Company hereby authorizes, but does not require, Senergy to obtain consumer credit reports and to investigate any credit and financial records which are in the name of Company or its principal officers and owners. Senergy shall have the right to limit the amount of credit available to Company and may increase or decrease this limit at Senergy's sole discretion without notice to any person, including Company and Guarantor(s). In the event that Company makes purchases that exceed any previously requested = and/or approved credit limit, Company will be deemed to have actual knowledge of such additional credit purchases, and Company agrees to assume full responsibility therefore.
- 2. Payment terms are displayed on each invoice pursuant to the terms set forth below unless otherwise agreed in writing by both parties. The terms and conditions contained herein and in Senergy's invoices shall supersede any terms and conditions provided on any purchase order, confirmation, or any other writing provided by the company. The rights of Senergy and Company shall be governed by the terms and conditions contained herein.

Payment Terms on all purchases are: Retail Gasoline Dealers C.O.D.

net 14 days from invoice date

Fuel Purchases Net 10 days from delivery date Cardlock Purchases Lubricant & Chemical Purchases Net 30 days from delivery date

- 3. Invoices may include fees related to costs of compliance, network transactions, or other costs incurred by Senergy to provide products or services. Any dispute or disagreement regarding invoices, billings, charges, receipt or delivery of goods shall be deemed conclusively waived if not raised by Company, in writing, within ten (10) days following Company's receipt of invoicing therefore. All late payments and any unpaid balance shall bear interest at the greater rate of one and one-half percent (1.5%) per month or the maximum rate allowed under state law in which Company is located. Company agrees to pay Senergy a return item fee equal to the greater of: one percent (1%) of the return item; or twenty-five dollars (\$25.00), on any item submitted an returned unpaid by Company's bank.
- In the event that Senergy refers any items in Paragraph 3 (above) to an attorney or collection agency for collection, Company will pay an additional fee equal to twenty-five percent (25%) of the outstanding balance, which amount may be added to the principal balance owed by Company without further notice, not as a penalty, but as a reasonable attorney's/collection fee, in addition to any taxable costs and accruing interest. Jurisdiction and venue for any litigation or legal proceedings arising out of this credit agreement shall be in a court of appropriate jurisdiction located in Maricopa County, Arizona, and shall be governed in accordance with the laws of the State of Arizona.
- Self-service delivery of products from cardlocks will be made without obtaining signatures or providing receipts upon delivery. Fuel cards issued to Company remain the property of Senergy, and Company agrees to return all access cards to Senergy upon request. NOTICE MADE IN COMPLIANCE WITH FEDERAL LAW: Companies with 10 or more access cards agree that the Liability Limitation of Regulation Z, 12 C.F.R. § 226.12 will not apply. Company agrees to notify Senergy immediately of the loss or theft of any access card at the address or telephone number set forth above. Company will remain liable for all charges incurred until proper notice is received by Senergy.
- This Agreement constitutes the entire agreement between Company and Senergy. Should any provision of this agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect. This Agreement shall inure to the benefit of Senergy and its successors or assigns. The person signing this agreement represents that they are either the Company or a representative of Company with full legal authority to enter into legally binding agreements on behalf of Company. This Agreement may be executed by the parties in counterparts or by facsimile/email copies and such copies shall be binding and effective as if in the original.

Name (Print):	Signature:
Title:	Date:

The undersigned ("Guarantor") jointly and severally, unconditionally and personally guarantee full payment and compliance with all terms and conditions set forth above. This Guaranty will insure to the benefit of Senergy, or its assigns and successors-in-interest. Guarantor's liability extends to all amounts owed by Company, including amounts that exceed any previously stated credit limit, and any fees or costs incurred by Senergy. Guarantor hereby authorizes Senergy to modify Company's payment terms, and to increase Company's credit limit, without further notice to Guarantor; it being Guarantor's obligation to monitor any credit balances owed by Company to Senergy. The liability of Guarantor shall not be affected by any compromise or modification of Company's indebtedness, whether by operation of law or otherwise. This is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to Senergy by certified mail with return receipt, or by other form of delivery requiring acknowledgment of receipt by Senergy. Guarantor will notify Senergy within 30 days of any change in Guarantor's marital status. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor(s) is able to prove written acknowledgment of receipt by Senergy. This Guarantee relates to a commercial debt, and is not subject to the Fair Debt Collection Practices Act ("FDCPA"). Guarantor's liability hereunder is personal, irrespective of whether Guarantor executes this Guarantee using a company title or position. This Continuing Guarantee is intended to inure to the benefit of Senergy, and its successors or assigns. IN THE EVENT THAT GUARANTOR IS MARRIED, THEN GUARANTOR'S SPOUSE MUST SIGN THIS CONTINUING GUARANTEE. IF NO SPOUSE SIGNS THIS CONTINUING GUARANTEE, SENERGY IS EXPRESSLY AUTHORIZED TO ACCEPT THE SAME AS AN AFFIRMATIVE, INTENTIONAL AND MATERIAL REPRESENTATION THAT GUARANTOR(S) IS NOT MARRIED AND SENEGY'S EXTENSION OF CREDIT IS MADE IN RELIANCE THEREON.

EXECUTED AND DELIVERED this day of	, 20
Guarantor	Guarantor
Signature:	Signature:
Printed Name:	Printed Name:



ADDITIONAL DELIVERY ADDRESSES				
Street Address:				
City:	State:		ZIP:	
Contact Name:		Contact Email:		
Phone #:		Fax #:		
Street Address:				
City:	State:		ZIP:	
Contact Name:		Contact Email:		
Phone #:		Fax #:		
Street Address:				
City:	State:		ZIP:	
Contact Name:	I	Contact Email:	1	
Phone #:		Fax #:		
Street Address:			I	
City:	State:		ZIP:	
Contact Name:		Contact Email:		
Phone #:		Fax #:		
Street Address:				
City:	State:		ZIP:	
Contact Name:		Contact Email:		
Phone #:		Fax #:		
Street Address:				
City:	State:		ZIP:	
Contact Name:		Contact Email:		
Phone #:		Fax #:		
Street Address:				
City:	State:		ZIP:	
Contact Name:		Contact Email:	act Email:	
Phone #:		Fax #:		
Street Address:				
City:	State:		ZIP:	
Contact Name:		Contact Email:		
Phone #:		Fax #:		



# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.    Individual/sole proprietor or	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
e. ns⊡	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC	Exempt payee code (if any)				
cti o	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶					
Print or type. c Instruction	following seven boxes.    Individual/sole proprietor or single-member LLC					
ciţi	is disregarded from the owner should check the appropriate box for the tax classification of its owner.  ☐ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)				
Spe		nd address (optional)				
See	6 City, state, and ZIP code  7 List account number(s) here (optional)					
Par	Taxpayer Identification Number (TIN)					
	your thirm are appropriate some the provided materials from the first to divoid	urity number				
reside entitie	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	] - [ ] - [ ]				
TIN, la	<u></u>					
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and  Number To Give the Requester for quidelines on whose number to enter.  Employer identification number    Employer identification number						
rvarric	s, to dive the neglector for galdelines on whose number to enter.	-				
Par	Certification					
Unde	penalties of perjury, I certify that:					
2. I ar Ser	number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issen not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been not been not leave (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) onger subject to backup withholding; and	otified by the Internal Revenue				
3. I ar	n a U.S. citizen or other U.S. person (defined below); and					

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
Sign Here	Signature of U.S. person ▶	Date ►		

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.