



Credit Application

Through this Credit Application (the "Application") the undersigned entity/individual hereby applies for credit with one or more of the following, related entities: (i) M.O. Dion & Sons, Inc.; (ii) Amber Resources LLC d.b.a. Sawyer Petroleum; (iii) any and all related divisions, branches and successors of M.O. Dion & Sons, Inc. and Amber Resources LLC including but not limited to Amber Industrial Services, Amber Racing Services, Amber Emergency Services and F&L Petroleum Products. Each of the aforementioned entities to be defined, individually and collectively, as the "Seller" and the undersigned entity/individual to be defined as the "Buyer" in this Application and related documents.

APPLICANT INFORMATION

Company Name (Legal):		D.B.A. (If Different):	
Contact Person:			
Street Address:			
City:		State:	Zip:
Phone:		Fax:	
Contact Email:		AP Email:	
Federal Tax ID or SSN #:		Date Business Established:	
Type of Business:		No. of Employees:	
Industry:	SIC Code:	NAICS Code:	
Headquarter Address (If Different):			Phone:
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___			
Other Company Names Business Has Operated Under:			
Type(s) of products you will purchase:			
Fuel: Yes___ No___		Estimated Gallons/Month:	
Lubricants: Yes___ No___		Estimated Gallons/Month:	
Other:			
Amount of Credit Requested: \$			
Are you Sales Tax Exempt? Yes___ No___ (If Yes, Resale Certificate Required)			
Are you Purchasing Dyed Diesel? Yes___ No___ (If Yes, Exemption Certificate Required)			
Authorized Purchasers:			

AGREEMENT TO TERMS AND CONDITIONS

I, representing the Buyer, authorize the Seller to request a consumer and business credit report for purposes of determining Buyer's 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 the Seller will be requesting a consumer credit and business report in conjunction with this 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

IN CONSIDERATION OF THE SELLER SELLING GOODS AND/OR SERVICES TO THE BUYER EXECUTING THIS APPLICATION AND RELATED DOCUMENTS, 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 SELLER'S ATTORNEY FEES, COURT COSTS, AND EXPENSES INCURRED BY SELLER IF BUYER'S 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. BUYER WARRANTS THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND ACKNOWLEDGES THAT CREDIT WILL BE EXTENDED PURSUANT TO THIS APPLICATION.
7. 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.
8. SELLER RESERVES THE RIGHT TO CHARGE MASTERCARD, VISA, OR AMERICAN EXPRESS ACCOUNT FOR ANY PAST DUE AMOUNTS.
9. BUYER ACKNOWLEDGES THIS APPLICATION MAY BE UTILIZED BY SELLER FOR PURPOSES OF EXTENSION OF CREDIT BY M.O. DION & SONS, INC., AMBER RESOURCES LLC D.B.A. SAWYER PETROLEUM AND/OR RELATED DIVISIONS, BRANCHES OR ITS SUCCESSORS. TO THE EXTENT MORE THAN ONE RELATED ENTITY OF SELLER PROVIDES ANY PRODUCTS, SERVICES OR THING(S) OF VALUE, THE TERMS OF THIS APPLICATION WILL APPLY WITH THE SAME FORCE AND EFFECT AS IF A SEPARATE CREDIT APPLICATION WAS EXECUTED BY BUYER AS TO EACH SUCH ENTITY. BUYER ACKNOWLEDGES THAT ANY PURCHASES MADE BY BUYER AS A RESULT OF CREDIT EXTENDED BY SELLER REPRESENTS A SUPPLY CONTRACT BETWEEN BUYER AND SELLER FOR THE PRODUCTS AND AT THE PRICES NEGOTIATED BY THE BUYER AND SELLER AND DOCUMENTED IN EITHER A QUOTE OR AS EVIDENCED BY AN INVOICE FOR SAID PRODUCTS AT SAID PRICES. THE SUPPLY CONTRACT IS ENTERED INTO BY THE BUYER AND SELLER WITH THE SELLER LOCATED AT 1543 W. 16TH STREET, LONG BEACH CA 90813.

Dion & Sons ♦ Sawyer Petroleum
 Amber Industrial Services ♦ F&L Petroleum ♦ Amber Racing Services

Property of business location is: Owned___ Leased___ (If leased, please answer the below)			
Lessor Name:		Lessor Phone:	Length of Lease: ___ Months
Lessor Address:			
Legal Business Entity:			
___ Corporation	___ Partnership	___ Limited Liability Corporation	___ Sole Proprietorship
If Corporation			
Date of Incorporation:		State:	Subsidiary of Larger Business? Yes___ No___
Parent Company Name (if different):			
Parent Company Office Address (if different):			
Please complete the following for three corporate officers including business owner(s) (Business owners required)			
Name:		Title:	
Name:		Title:	
Name:		Title:	
If Partnership			
Partner Name:		Title:	SSN:
Home Address:			Telephone:
Partner Name:		Title:	SSN:
Home Address:			Telephone:
Partner Name:		Title:	SSN:
Home Address:			Telephone:
If Sole Proprietorship			
Owner Name:		DOB:	SSN:
Home Address:			Telephone:
Spouse Name:		DOB:	SSN:
Home Address:			Telephone:
For Internal Use Only			
Opportunity in TDF CRM? Yes___ No___ If Yes, Opportunity Name:			

TRADE REFERENCES

Reference #1

Name:

Address:

Phone:

Fax:

Reference #2

Name:

Address:

Phone:

Fax:

Reference #3

Name:

Address:

Phone:

Fax:

BANK REFERENCE

Bank #1

Account #:

Phone:

Fax:

Contact Person:

Name of Bank

Address:



Personal Guarantee

For value received and in consideration of M.O. Dion & Sons, Inc., Amber Resources LLC d.b.a. Sawyer Petroleum, and/or any one or more of their divisions, branches, successors and related entities (hereinafter, collectively and individually the "Seller") advancing credit

to _____
(hereinafter, the "Buyer"), the undersigned (hereinafter, the "Guarantor(s)"), jointly and severally, guarantee the prompt payment of all amounts now due and owing or which may hereinafter become due and owing to Seller by said Buyer on any account on which Seller may extend or has extended credit to said Buyer, 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 Buyer. 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 Buyer, 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 Buyer's default. This continuing guarantee can only be revoked by the undersigned by sending written notice of such revocation to Seller by United States certified mail, return receipt requested. Any revocation of the guarantee becomes effective the date Seller receives notice and, accordingly, any debt incurred between the date the personal guarantee is executed and the date any revocation is received remains guaranteed by the Guarantor(s).

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 st Guarantor (Print Name)	2 nd Guarantor (Print Name)
Signature	Signature
Home Telephone Number	Home Telephone Number
Home Address	Home Address
Social Security Number	Social Security Number



2015 Red Dyed Diesel Excise Tax Exemption Certificate

The undersigned purchaser ("Buyer") hereby certifies that all dyed diesel fuel ordered by the Buyer for a period beginning January 1, 2015 and ending December 31, 2015 will be used for the following tax-exempt purposes.

Check applicable exemptions:

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

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

Buyer 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 \$1,000.00 whichever is greater for the first offense. Fines and penalties can be assessed by both governing agencies.

BUYER acknowledges this Certificate may be utilized for sales made to Buyer by M.O. Dion & Sons, Inc., Amber Resources LLC d.b.a. Sawyer Petroleum, and/or divisions, branches, successors or related entities (individually and collectively the "SELLER").

Company Name:

Address:

Fed ID # or SS #:

Signature:

Date:

Name:

Title:

For Accounting Use Only

Account #:

Entered By:



California Certificate of Resale

Name of Buyer

Address of Buyer

BUYER acknowledges this Certificate may be utilized for sales made to Buyer by M.O. Dion & Sons, Inc., Amber Resources LLC d.b.a. Sawyer Petroleum, and/or divisions, branches, successors or related entities (individually and collectively the "SELLER").

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: M.O. Dion & Sons, Inc., Amber Resources LLC d.b.a. Sawyer Petroleum, and/or any one or more of their branches, subsidiaries, subdivisions and related entities 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:

Signature of Buyer or Authorized Agent

Date

Printed Name of Buyer or Authorized Agent

Title

For Accounting Use Only

Account #:

Verified By:



Electronic Funds Transfer (EFT) Authorization Agreement

Customer ("Buyer")

Name:

Address:

City, State, Zip:

Contact:

E-Mail:

Fax:

Bank

Name:

Address:

City, State, Zip:

ABA No.:

Account No.:

I (We), hereinafter called BUYER acknowledges this agreement may be utilized for purposes of payment to M.O. Dion & Sons, Inc., Amber Resources LLC d.b.a. Sawyer Petroleum, and/or divisions, branches, successors or related entities (individually and collectively the "SELLER").

BUYER, hereby authorize SELLER to originate electronic debit entries to BUYER'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 BUYER'S account.

Such entries will be transmitted by California United Bank, Encino, California, on behalf of SELLER. BUYER 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 SELLER, at the address shown below, and BANK, at the address shown above, have received written cancellation from BUYER and all purchases of petroleum products prior to receipt of cancellation have been paid.

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

BUYER understands that if he/she/they refuse payment for a debit entry, SELLER may terminate this Agreement immediately.

BUYER Authorization

Officer's Signature:

Name:

Title:

Date:

SELLER Acknowledgement

Authorized Signature:

Name:

Title:

Date: