



# VOLTA OIL FLEET CARD CREDIT APPLICATION

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

Address (street, city, state & zip): \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

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

Circle One:  Corporation  Partnership  Personal Federal Tax ID Number: \_\_\_\_\_

If applicant is a corporation, list the names and addresses of the officers of the corporation (include titles).  
If applicant is a partnership or an individual, list the names and addresses of the principle owners.

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

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

Phone: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_ Phone: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_

Are you tax exempt?  Yes  No (If Yes, attach exemption certificate)

Have you ever been involved in bankruptcy proceedings?  Yes  No (If Yes, please explain) \_\_\_\_\_

How many years have you been in business? \_\_\_\_\_

Name of the person to contact for payment of invoices: \_\_\_\_\_

Which payment plan are you applying for (check one)  Fuel Bank  Semi-Monthly (EFT)  Monthly (EFT)  Other

Desired credit limit: \_\_\_\_\_

### BANK INFORMATION

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

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

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

Account # \_\_\_\_\_

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

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

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

Account# \_\_\_\_\_

### TRADE REFERENCES (Please list at least three)

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

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

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

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

Account# \_\_\_\_\_

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

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

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

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

Account# \_\_\_\_\_

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

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

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

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

Account# \_\_\_\_\_

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

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

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

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

Account# \_\_\_\_\_

### AUTHORIZATION AGREEMENT FOR DIRECT PAYMENT (EFT)

I hereby authorize Volta Oil Company, Inc. hereinafter called COMPANY, to initiate credit entries, and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my Checking Account, indicated below and the bank named below, hereinafter called BANK, to credit and/or debit the same to such account. (Please include a voided check.)

BANK NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

TRANSIT/ABA NUMBER: \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and BANK a reasonable opportunity to act on it.

NAME: \_\_\_\_\_

(please print)

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

(your written signature)

# COMMERCIAL ACCOUNT AGREEMENT AND SYSTEM SERVICES AGREEMENT

**Company** is applying for a Commercial Account with Volta Oil Company, Inc. ("Creditor"), One Roberts Road, Plymouth, Massachusetts 02360 to facilitate **COMPANY's** participation in Volta Oil Fleet Fueling System.

In connection therewith, **Company** hereby agrees to the following terms and conditions:

1. **Access Card Issuance.** Upon credit approval, a commercial credit account (Account") in Company's name will be opened with Creditor. Company will be assigned an Account number and issued the requested number of account access cards ("Access Card"), including any temporary account Access Cards, for participation in the Volta Oil Fleet Fueling System. Company shall select a vehicle or driver identification number for use with each Access Card issued. Company acknowledges that each use of an Access Card to charge purchases of fuel and other goods or services constitutes a loan by Creditor to Company for business purposes, the proceeds of which will be advanced by Creditor, as hereby directed by Company, to the participating merchant to pay for the fuel and other goods or services. The Access Cards may be used to charge purchases of fuel and other goods or services on the Account at any participating Volta Oil Fleet Fueling System merchant, or Commercial Fueling Network ("CFN") participant.
2. **Promise to Pay.** All fuel and other goods or services purchased with an Access Card, including applicable taxes, will be debited to the Account on the date of purchase. Company agrees to pay Creditor the outstanding balance of the Account immediately upon receipt of the statement or invoice.
3. **Invoice.** Creditor will send Company an invoice at the end of each billing cycle. The invoice will show all charges owed by Company for purchases at participating CFN merchants and payments or other credits to the Account made during the billing cycle.
4. **Payments and Charges.** To the extent not prohibited by law, Company agrees to pay a late charge of 1.5% per month, on that portion of the Account balance that remains unpaid after the due date.
5. **Non-Payment.** Company understands that all Access Card purchases will require approval from Creditor. When Company's Account balance remains unpaid beyond the invoice due date, Creditor may not approve an Access Card purchase and Creditor, at its discretion, may do either or both of the following:
  - (a) Cancel the Account, and
  - (b) require Company to surrender all Cards to Creditor.
6. **Collection Costs.** In addition to Creditor's rights in paragraph 5 above, in the event of non-payment, Company agrees to the extent not prohibited by law, to pay any collection costs, including reasonable attorney's fees, which Creditor may incur.
7. **Credit Limit.** Approval of any purchases, which cause Company to exceed its assigned credit limit, shall be made at the sole discretion of Creditor.
8. **Returned Check Charge.** To the extent not prohibited by law, Company will pay Creditor \$75.00 (first offense), \$100.00 (second offense) \$200.00 (third offense), returned check charge or electronic funds transfer charge for each check that is returned unpaid.
9. **Liability for Unauthorized Use.** Company shall assume complete responsibility for and shall use ordinary care in protecting the safety and security of each Access Card and vehicle or driver identification number associated with the Access Card. Company agrees to report any lost or stolen Access Card immediately. In the event that 10 or more Access Cards are issued to Company for use by Company employees, Company shall be liable for all unauthorized purchases made using an Access Card, except that Company shall not be liable for unauthorized use that occurs after Creditor has been notified at the telephone number indicated on the monthly billing statement or in writing at the address indicated on the monthly billing statement.
10. **Indemnification.** Company agrees to indemnify and hold harmless Creditor from and against any and all claims, losses and judgments arising from the use of the Access Card, which Company may have against Creditor as result of the fraudulent or negligent acts or omissions of any employee or agent of Company or a participating CFN participant. In no event shall Creditor be liable to Company for any consequential or incidental damages related to Company's use of the Access Card.
11. **Assignment.** Company understands that Creditor may sell, assign or transfer Company's Account or any portion thereof without written notice. Company may not sell, assign or transfer its rights under this Agreement without the prior written consent of Creditor.
12. **Credit Investigation/Information.** Creditor may release information about Company and Company's Account to Creditor's corporate affiliates. Creditor may also report to credit reporting agencies and other creditors the status and payment history of Company's Account, including negative credit information. Creditor may share such information with the retailer for when this Access Card is issued, its dealers and their affiliates for any business purpose. Creditor may from time to time review Company's credit and income records. Creditor's supervisory personnel may listen to or record telephone calls between Company and Creditor's representatives in order to evaluate the quality of Creditor's service to Company. Creditor may also use automated telephone equipment or prerecorded telephone calls to contact Company about Company's Account.
13. **Cancellation.** Creditor may cancel the Account upon 10 days written notice to Company. Company may cancel the Account upon 30 days written notice to Creditor. Company understands that it will be responsible for all outstanding balances and for all purchases and other applicable charges made up to and including the date of cancellation. Upon cancellation, including cancellation due to non-payment, Company agrees to return to Creditor all Access Cards issued including temporary Access Cards.
14. **Change of Terms.** Creditor may change the terms and conditions of the Agreement upon 30 days written notice to Company.
15. **Acceptance.** Company understands that this Agreement is subject to approval and acceptance by Creditor.
16. **Governing Laws.** This Agreement shall be governed by the laws of the State of Massachusetts.

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## FINANCIAL INFORMATION (Please attach a current, audited financial statement.)

SOLE PROPRIETORS OR PARTNERSHIPS: I authorize Volta Oil Company, Inc. ("Creditor") to investigate my personal credit and financial records, including any banking records. I understand that Creditor or its agent may request my personal credit bureau report in considering this application, and for the purpose of an update, renewal, extension of credit, review or collection of this Account. I understand that information contained on this application and information about me may be shared with Creditor's corporate affiliates, the retailer for when this card is issued, its dealers and their affiliates for any business purpose.

The **Company** agrees to be bound by the Commercial Account Agreement and the System Service Agreement below and agrees that, in connection with its application to **Creditor** for a commercial account, **Creditor** or its agents may investigate **Company's** credit and financial records, including the balances in any checking or savings account. The **Company** certifies that the information contained in the foregoing application and in any attached financial statement is true and correct as of this date and the **Company** understands that it may be asked to submit additional or updated financial information.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_