



CUSTOMER APPLICATION AND AGREEMENT

INSTRUCTIONS: Complete all fields:

Legal Entity Name: _____ ("Customer") Federal Tax ID (FEIN): _____ DUNS #: _____
Trade Name (if any): _____ Year Established: _____ Net Worth: _____ No. of Employees: _____
Name & Address of Parent Company (if any): _____ State _____ Type of Business: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Physical Address (no PO Boxes): _____ City: _____ State: _____ Zip: _____
Are you Tax Exempt? Yes No If YES, attach Exemption Certificate State Tax ID No. _____
Estimated Monthly Fuel Usage: _____ Estimated Credit Limit: _____

OWNER(S) OR PARTNER(S) INFORMATION - ATTACH ADDITIONAL SHEETS IF NECESSARY

Last Name: _____ First Name: _____ MI _____
Residence Address: _____ City: _____ State: _____ Zip: _____
Home Phone: (_____) _____ - _____ Cell: (_____) _____ - _____ E-mail: _____
Title: _____ Ownership %: _____ Period of Ownership: _____

*Attach Additional Information for Other Owners or Partners (if any)

Have you or any officers of the Customer transacted any business with JRP? Yes No

If YES, please furnish the name of the company and the date: _____

BUSINESS CREDIT REFERENCES - PREFER LOCAL OPEN ACCOUNTS*

- 1) Company Name: _____ Contact Name: _____ Ph: _____
Street Address: _____ City: _____ State: _____ Zip: _____
- 2) Company Name: _____ Contact Name: _____ Ph: _____
Street Address: _____ City: _____ State: _____ Zip: _____
- 3) Company Name: _____ Contact Name: _____ Ph: _____
Street Address: _____ City: _____ State: _____ Zip: _____

*Customer authorizes James River Petroleum, Inc. ("JRP") to (a) contact the credit references to obtain information related to Customer's accounts, (b) obtain information regarding Customer's credit history from any commercial or consumer reporting agency or trade organization, and (c) release information regarding Customer's account with JRP to such credit references and reporting agencies.



BANK ACCOUNT INFORMATION

Customer Name (As shown on Bank Account): _____
Customer Address: _____ City: _____ State: _____ Zip: _____
Primary Accounting Client _____ Ph: (____) _____ - _____ Email: _____
Bank Name: _____ ("Bank") Bank Contact: _____
Bank Address: _____ City: _____ State: _____ Zip: _____
Phone: (____) _____ - _____ Fax (if available): (____) _____ - _____
Customer's Bank Account No: _____ Bank Routing Transit No (ABA): _____

CREDIT TERMS AND AGREEMENT

The following payment terms shall apply for this Agreement:

- If JRP extends credit to Customer, then Customer agrees the payment terms will be Net 10 unless stated otherwise in writing.
- All payments are due at: 10487 Lakeridge Parkway, Suite 100, Ashland, Virginia 23005.
- Customer agrees to pay interest charges of 1.5% per month on all past due amounts (computed from the due date of each invoice), a handling or administrative charge for each returned payment, and any collection costs including reasonable attorney's fees.
- Customer grants to JRP a purchase money security interest in all products purchased or received and any proceeds therefrom. JRP is authorized to take any action to perfect its purchase money security interest in accordance with applicable law.
- Customer certifies that the information provided herein is true, correct and complete and that no relevant information has been omitted. Customer agrees to pay for all products and services ordered, and any applicable fees, upon extending any credit agrees to JRP's credit policies, and as such policies may change from time-to-time in JRP's sole discretion. Customer further agrees that the City or County where JRP's corporate office resides shall be the proper venue for any action brought pursuant to this Agreement.
- Pending the results of a credit check additional security may be required.
- Customer hereby agrees to these terms and conditions.
- The following Addenda is hereby incorporated into this Customer Application and Agreement (check applicable boxes):
 - EFT Authorization – Addendum
 - Credit Check and Authorization – Addendum
 - Other (specify): _____

The Agreement shall become effective as of the Acceptance Date listed below.

Customer Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION ADDENDUM

Customer Name (As shown on Bank Account): _____

Customer Address: _____ City: _____ State: _____ Zip: _____

Primary Accounting Client _____ Ph: (____) ____ - _____ Email: _____

Bank Name: _____ ("Bank") Bank Contact: _____

Bank Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) ____ - _____ Fax (if available): (____) ____ - _____

Customer's Bank Account No: _____ Bank Routing Transit No (ABA): _____

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

I _____ (authorized individual's name) authorize the above-referenced Bank to release information regarding my account to James River Petroleum, Inc. ("JRP").

EFT TERMS AND CONDITIONS

The Customer listed above hereby authorizes JRP (and its affiliates) to originate debit and credit entries to the Customer's account with the Bank listed above and the Bank to accept and to debit and/or credit the amount of such entries to the Customer's account. All debit and credit entries as well as electronic funds transfers will be initiated by and payable to JRP through their current banking institution.

Cancellation of this authority shall occur thirty (30) days after JRP and the Bank shall have received written notification, via certified mail, from the Customer to terminate such authorization granted herein.

Funds will be drafted on the date due. If the date due falls on a Saturday or Sunday, the account will be drafted on the previous Friday. If the date due falls on a banking holiday, the account will be drafted the business day before the holiday.

The Customer understands that drafts or transfer requests will only be honored if sufficient funds are available in Customer's pre-designated checking account. The Customer agrees that in the event funds are not available, the account may revert to cash-on-delivery status and an insufficient funds charge will be charged to the Customer.

The Customer agrees that if any debit or credit entry initiated by JRP is incorrect, Customer shall immediately notify JRP of the same and JRP will promptly research and rectify any incorrect charges and make any necessary refunds or additional debits or credits to reflect the proper amount due. The Customer agrees that JRP's sole liability shall be to correct the charge and refund any amount due and shall have no liability to Customer for any other damages, which may result from any errors with drafting funds.

The Customer understand and agrees that this EFT Agreement will become effective as soon as necessary banking network pre-authorizations are verified and operational.

EFT Authorization – Customer:

Signature: _____

Name: _____

Title: _____

Date: _____



CREDIT CHECK DISCLOSURE, AUTHORIZATION AND RELEASE

By signing this Credit Check Disclosure, Authorization and Release form (the "Form"), you are authorizing James River Petroleum, Inc. (defined herein as "JRP") to request and obtain your credit reports from a consumer reporting agency ("Reports"). JRP will use Reports solely for establishing and maintaining a credit relationship and for purposes related thereto ("Purposes"). The scope of this Form is all-encompassing and allows JRP to obtain from any outside organization any manner of Reports now and throughout the course of our credit relationship. Types of information obtained and/or verified may include: credit reports (past and present mortgage loans, credit lines, present and high balances, delinquencies and overall payment history, and any other credit extensions), Social Security Number verification, personal and business reference checks, licensing and certification checks, etc. If you are denied credit because of information in a Report, JRP will furnish you with a summary of your rights under the Fair Credit Reporting Act.

By my signature below, I acknowledge that I have read and understand this Form. I consent to the release of Reports to JRP in conjunction with my application and during our credit relationship. I hereby release and hold the vendor and JRP, its affiliated companies, and their officers, directors, and employees harmless from all liability with respect to the Reports, investigations, verifications, and/or any use of information relevant to Purposes. I also understand that information from my application or otherwise disclosed by me, whether before, during, or after establishing a credit relationship, if any, may be used for the Purposes. This Form, in original, faxed, photocopied, or electronic format, will be valid for any reports that may be requested by JRP hereunder. I understand that providing false information, omitting any material information or in other communications for my request shall be sufficient grounds to reject the application and/or terminate any credit relationship whenever discovered. I will reimburse JRP for the cost of any Reports and I authorize JRP to apply such charges to my account with JRP.

_____	_____	_____	_____	_____
First Name	Middle	Last Name	Suffix	Maiden Name (if applicable)
_____	_____	_____	_____	_____
Social security number (required)	Driver license # / state of issuance	Aliases		
_____	_____	_____		
Date of birth (for ID purposes only)	Daytime Phone #	Email Address		
_____	_____	_____		

Present Physical Address (no PO Boxes)

City/State/Zip **Date at Present Address: From (Month/Year) to (Month/Year)**

Previous Addresses: If you resided at the Present Address for **less than 1 year**, then provide address information for the past 2 years, including street address, city, state, zip code, and country, dates of residence for each address.

Signature: _____

Name: _____

Title: _____

Date: _____



COMPANY CONTACT INFORMATION

If there are different contacts for multiple delivery locations, please provide each contact for their respective location

Department	Contact Name	Contact Phone Number	Contact Email
Accounts Payable			
Delivery			
Emergency Contact			