



NEW CUSTOMER APPLICATION

Thank you for your interest in opening an account with Pacific West Fuels, Inc. To expedite the processing of your account please be sure to complete all areas of this application, including this form, the Fuel Card Account Application, the Fuel Access Card Agreement and you related Payment Terms.

1. How many cards do you need? _____

2. What names do you want on the cards?

3. Estimated monthly fuel usage in gallons:

Diesel _____

Gasoline _____

Please make sure that the application and related forms have been signed in all of the required places. After you finish the forms, you can email them to accounting@pacificwestfuels.com, or fax them to 707-252-2756, or mail them to the following address.

Pacific West Fuels, Inc.
P.O. Box 2670
Napa, CA 94558-0528

If you have any questions, please call us at 1-800-926-2628.

Sincerely,

Pacific West Fuels, Inc.

Fuel Access Card Application

Please print or type all information

Company/Individual Name _____ Phone (____) _____
Street Address _____ City _____ State _____ Zip _____
Billing Address _____ City _____ State _____ Zip _____
Type of Business _____ Sole Owner ___ Partnership ___ Corporation ___
E-Mail Address _____ Website _____

• FOR EACH VESSEL OWNED, LIST THE FOLLOWING INFORMATION:

Make	Year	Registration #	Type of Fuel	Fuel Capacity (Gallon)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Names of Owners, Officers and/or Partners

1) _____ Title _____ Phone (____) _____
Home Address _____ City _____ State _____ Zip _____
2) _____ Title _____ Phone (____) _____
Home Address _____ City _____ State _____ Zip _____
Accounts Payable Contact _____ Phone (____) _____

Yes, charge my fuel purchases to my _____ VISA _____ MASTERCARD

Card Number _____ Expiration Date _____ / _____

Card Holder's Signature _____ Print Name _____

References: (Open Accounts, Suppliers, Service Companies)

Name: _____ Address _____
City _____ State _____ Zip _____ Phone (____) _____ Account# _____
Name: _____ Address _____
City _____ State _____ Zip _____ Phone (____) _____ Account# _____
Name: _____ Address _____
City _____ State _____ Zip _____ Phone (____) _____ Account# _____

Information Release Authorization Commercial Bank, Loans, Deposit Accounts

Name of Bank _____ Account Number _____
Address _____ City _____ State _____ Zip _____
Person to Contact _____ Phone (____) _____

By signing this you are hereby verifying that all the information on this form is correct and valid. In addition, you are authorizing your credit references to reply to credit inquiries from Pacific West Fuels, Inc.

Signature _____ Title _____

Print Name _____ Date _____

Fuel Access Card Agreement

The company and the individual who has applied for, or accepted a Pacific West Fuels, Inc. (PWF) fuel access card or account, and whose name appears on the card or account (referred to as customer), agrees to pay PWF for fueling transactions authorized or permitted by customer in the amount invoiced by PWF (subject to access and payment terms stated below) plus any late charges, collection and legal expenses, including attorney fees, incurred by PWF in its collections efforts subject to the following terms and conditions.

1. Customer shall notify PWF promptly by toll free phone call to 1-800-926-2628 and then immediately in writing of any loss or theft of the fuel access card.
Customer agrees that security numbers assigned to each access card must be kept confidential, and failure to do so will result in all unauthorized purchases made to a lost or stolen fuel card (prior to notification to PWF) to be charges as a normal purchase.
2. Customer shall indemnify, hold harmless, and upon PWF's demand, protect and defend (using counsel reasonably satisfactory to PWF), PWF from and against any and all claims, fees, suits, judgements, penalties, remediation expenses, or other charges of any kind (hereinafter referred to collectively as "loss") or threatened loss to which PWF may sustain or incur arising out of Customer's use or anyone using Customer's fuel access cards, including, without limitation, any loss or threatened loss related to death, bodily injury, property damage or destruction, damage to the environment (including, but not limited to the accidental release of hazardous materials on, in or about the Lahaina Boat Harbor), or violation of any hazardous materials laws.
3. In the event of customer's default in making any payments in full when due, customer's death, bankruptcy, or insolvency, or customer's exceeding its credit line or any other violation of this agreement, all or any portion of customer's obligation to PWF shall, upon PWF's election and without notice, become immediately due and payable.
4. Subject to applicable law or regulation, PWF may at any time, without notice, cause or liability to customer, or in any way affecting customer's obligation to PWF, reduce or cancel fuel access availability to customer, refuse to make any further sales and revoke the fuel access card.
Customer will surrender the fuel access card upon PWF's demand.
5. PWF may from time to time and at its sole discretion, waive or decline to enforce any of its rights to this agreement by action such as forgiving delinquency, accepting a partial payment, or making sales from more than the credit line, without affecting any other of PWF's rights hereunder.
6. Customer will promptly notify PWF of any change in mailing address, email address and phone numbers.
7. No fuel access cards will be issued to customer until customer and all persons authorized by customer to use customer's fuel access card(s) have acknowledged in writing that they have read and understood Pacific West Fuels, Inc.'s safety and emergency procedures from attached hereto and incorporated herein by this reference as though set forth in full.

8. All terms and provisions to this fuel access card agreement shall be interpreted and governed by the laws of the State of California.
9. PWF is required by the terms of its lease to make fuel available twelve hours per day, seven days per week; PWF generally dispenses fuel 24 hours per day, seven days per week. PWF is also required to maintain its equipment in safe operating condition. Our equipment is exposed to the elements and extensive use and has a finite life. When, in our judgment, it becomes necessary to repair or replace equipment to keep it operating safely and such repair or replacement requires fuel distribution to cease, PWF will use reasonable efforts to minimize the period in which fuel is not available from our dispensers. During any down period lasting more than 24 hours PWF will endeavor to have diesel fuel dispensed from our vendor's trucks. Because of the number of permits required to dispense gasoline over the water, PWF would generally be unable to supply gasoline to our customers when our single gasoline dispenser is not operating. PWF would endeavor to provide at least a 48 hour notice before stopping fuel dispensing; but because safety considerations are paramount, it could become necessary to switch off equipment on short or no notice. By your signature below you agree that PWF shall not be held liable for any losses you may incur when PWF's equipment is not operating.

Signing this application and/or using fuel access cards constitutes your acceptance and conditions in the fuel access card agreement, and payment terms.

Signature: _____

Title: _____

Company Name: _____

Date: _____

Payment Terms

Please Select one payment option from the list below

Customer agrees to pay for all fueling transactions completed by customer or any person using customer's fuel access cards and for all other obligations set forth above in this fuel access card agreement as follows:

PAYMENT UPON RECEIPT OF INVOICE. Customer agrees to pay PWF upon receipt of invoice those amounts invoiced to customer by PWF on the first of each month. A late payment charge of 1% per invoice period will be applied to amounts not paid in full prior to the next invoice date. Failure to pay the invoiced amounts as agreed will result in automatic termination of the customer's fuel access card(s).

Initial _____

PAYMENT BY CREDIT CARD. Customer agrees to pay PWF those amounts invoiced to customer by PWF on the first of each month. Customer authorizes PWF to charge such invoiced amounts on the invoice date to customer's credit card account as set forth on customer's fuel access card application which is incorporated herein as though set forth in full, In the event that for any reason such authorized credit card charges are not accepted by the customer's credit card issuing institution, customer's fuel access cards will be immediately terminated and customer agrees to pay PWF the invoiced amounts in the manner set forth above in PAYMENT UPON RECEIPT OF INVOICE paragraph.

Initial _____

PREPAYMENT. Customer agrees to prepay the sum of \$_____. Such prepayment shall be applied against customer's obligations under this agreement to PWF. Customers are advised to maintain a sufficient prepayment to meet their anticipated fueling needs, as once prepayment dollar amount is expended, fuel access cards will cease to function.

Initial _____

Signing this application and/or using fuel access cards constitutes your acceptance to conditions in the fuel access card agreement, and payment terms.

Signature: _____

Title: _____

Company Name: _____

Date: _____