

APPLICATION FOR PERSONAL CREDIT & AGREEMENT

FLYERS ENERGY, LLC
2360 Lindbergh Street, Auburn, CA 95602
(800) 899-2376 · Fax (530) 888-8657
www.4flyers.com



Type of Account: Heating Oil/Fuel

Sales Person: _____ Phone: _____ Email: _____

PERSONAL INFORMATION

Date: _____ Full Legal Name: _____

first last middle initial

Physical Address: _____

street city state zip

Billing Address: _____

street city state zip

Social Security Number: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Employer Name: _____

Title: _____ Date Employed: _____ Employer's Phone: _____

Employer's Address: _____

street city state zip

CO-APPLICANT INFORMATION

Date: _____ Full Legal Name: _____

Physical Address: _____

street city state zip

Billing Address: _____

street city state zip

Social Security Number: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Employer Name: _____

Title: _____ Date Employed: _____ Employer's Phone: _____

Employer's Address: _____

street city state zip

BANK REFERENCE

Bank Name: _____ Contact: _____ Phone: _____

Checking Acct. #: _____ Savings Acct. #: _____ City: _____ State: _____

DELIVERY INFORMATION

Delivery Address: _____

Current Fuel Supplier: _____ Phone: _____ Fax: _____

Tank Size: _____

SAVE

PRINT

AGREEMENT TO PAY CHARGES

In consideration of the opening of a Delivered Fuels, the undersigned hereafter referred to as "Customer," agrees to the following terms in all credit transactions with Flyers Energy, LLC, hereafter referred to as "Flyers" unless otherwise agreed to in writing by authorized Company officers. Customer represents, warrants and acknowledges that credit extended by Flyers will be for personal, consumer or household purposes. By using fuel delivery, Customer hereby accepts the obligation and responsibility for full payment for all fuel registered through the Fueling Systems account number(s) assigned to Customer by Flyers.

All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. All Payments are due 30 days from the date of delivery. Written notification must be served on and received by Flyers should applicant or guarantor wish to limit product deliveries. Delivery of product to the undersigned's facilities may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. Flyers will not be responsible for any claims or damages whatsoever for failure(s) to deliver at certain times. Applicant's or guarantor's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice.

The Customer further agrees that Flyers may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days at the end of each month; a handling charge of \$30 for each returned check, EFT or credit card charge; and all collection costs and legal fees, which will be paid at our office in Auburn, California.

Customer agrees to review all invoices provided by Flyers in either electronic or printed form, and to notify Flyers not later than 15 calendar days after the date of each invoice of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each such statement and the transaction therein shall be binding on Customer.

I warrant the preceding information to be true, correct and complete and I authorize the references listed on this application to release to Flyers information related to applicant's accounts. **I authorize Flyers to secure information regarding applicant's or guarantor's credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding applicant's account with Flyers to such agencies.** I represent and warrant that I have the absolute Legal Right to the possession of the Premises described in this document and that I have the full authority to grant Flyers Energy LLC, dba "Flyers" the permission to enter the Premises unaccompanied by a resident. By signing this form to Flyers, I am granting Flyers and their affiliated entitled, contractors, agents or Flyers employees to enter my premises without my presence. I acknowledge that if Flyers makes a service call and is unable to enter my Premises, I may be assessed an additional fee, if permitted under the applicable rules of service.

In consideration for the services to be preformed at my request by Flyers, I knowingly, voluntarily, and unconditionally release, absolve, indemnify, and hold harmless Flyers and their representatives from all claims or liabilities (including, but not limited to, those based on negligence or gross negligence) in any way relating to Flyers entering my Premises and any other action related to entering my Premises before or after Flyers has preformed its service work. I understand that this Total Waiver of Liability is intended to be a full and complete waiver and release of Flyers from any liability for any damages or injuries that may occur as a result of permitting such access for Flyers personnel and I am giving up any rights to legal recourse that I may have against Flyers or any related parties. This agreement shall remain in effect until terminated by either party by prior written notice to the other party.

All applications are processed, payments are received and posted, and records maintained at Flyers' Auburn, California office. Therefore, this agreement for all purposes is made and entered into only when executed by Flyers at its Auburn, California office. The obligation of the customer(s) and Guarantor(s) to make payment is to be preformed by payments at any Flyers' office. Any action to enforce the agreement shall be maintained in the proper court location in Auburn, California.

CUSTOMER'S SIGNATURE

PRINTED NAME AND TITLE

DATE

CO-APPLICANT SIGNATURE

PRINTED NAME AND TITLE

DATE

CONTINUING PERSONAL GUARANTEE

Person(s) signing Personal Guarantee: The undersigned individually, jointly and severally unconditionally guarantees to Flyers due and punctual payment performance, and discharge of all debts, obligations, and liabilities customer, as may now exist in favor of Flyers and as may hereafter arise, and agree to be bound by all of the terms and conditions described in this application, including but not limited to the provisions of the Credit Agreement. Any payment by Guarantor will be made to Flyers. A separate action or actions may be brought and prosecuted against the undersigned. The undersigned waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. This is a continuing guaranty and shall remain in full force and effect until such times as written notice of actual revocation is received by Flyers at its principal offices, but any such revocation shall apply only from the date of receipt and not to any charges or claims prior to such date.

GUARANTOR'S SIGNATURE

PRINTED NAME

DATE

GUARANTOR'S SIGNATURE

PRINTED NAME

DATE

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

We hereby authorize Flyers and other subsidiary companies to initiate debit entries to my (our) account indicated below and the depository named below (hereinafter called "Depository").

DEPOSITORY Bank Name: _____ Phone: _____

Bank Account #: _____ ABA #: _____

This EFT agreement is to remain in full force and effect until the Flyers Depository has received written notification from me (us) in such time and manner as to afford Flyers Depository a reasonable opportunity to act on the notification. This agreement allows Flyers to charge debits to this account at frequent intervals for varying amounts.

Customer Name: _____ Contact: _____ Billing Contact: _____

Phone: _____ Fax: _____ Email: _____ Invoice Options: Email Mail

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

ATTACH VOIDED CHECK

Revised 8-2014

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