



3150 S 460 E
Lafayette, IN 47905

**New Customer
Account Application**
P: 765-742-4001
TF: 800-286-2500
F: 765-742-7415



I am applying for:

- Race Fuel
 Fuel Delivery
 Food Grade Mineral Oil
 Lubes/Oils
 PacificPride
 Construction/Service
 Tank Wagon
 Transport

Individual Account Applicant (for personal account only)

First Name _____ Middle Initial _____ Last Name _____ Cell _____ Phone _____
 Billing Address _____ City _____ State _____ Zip Code _____ Social Security _____
 Street Address _____ City _____ State _____ Zip Code _____ E-mail _____
 OCCUPATION
 Employer _____ Years Employed _____ Employer Phone _____
 Address _____ City _____ State _____ Zip Code _____
 E-mail _____

Business Account Applicant This business is a: Sole Proprietorship Partnership Corporation

Full Legal Name of Applicant _____ Phone _____ Fax _____
 Billing Address _____ City _____ State _____ Zip Code _____ E-mail _____
 Street Address _____ City _____ State _____ Zip Code _____ Years in Business _____
 DBA _____ Federal ID# _____ Parent Company _____

Owners/Officers

Name 1 _____ Title _____ Social Security _____ Phone _____
 Street Address _____ City _____ State _____ Zip Code _____

Name 2 _____ Title _____ Social Security _____ Phone _____
 Street Address _____ City _____ State _____ Zip Code _____

Accounts Payable Contact *IF TAX EXEMPT, PLEASE INCLUDE A PROPERLY COMPLETED AND SIGNED EXEMPTION CERTIFICATE

Full Name _____ E-mail _____ Phone _____ Fax _____
 Street Address _____ City _____ State _____ Zip Code _____
 Sales Exempt? Yes No Purchasing Agent _____ Phone _____ E-mail _____

Individual and Business Account Applicants Complete All Sections Below

BANK & BRANCH

Bank Name _____ Branch _____ Contact Name _____ Account # _____
Address _____ Telephone _____

Trade References

Company Name _____ Address _____
Telephone _____ Fax _____ Contact Name _____
Company Name _____ Address _____
Telephone _____ Fax _____ Contact Name _____
Company Name _____ Address _____
Telephone _____ Fax _____ Contact Name _____

Pacific Pride Information

Contact Regarding Cards _____ E-mail _____ Telephone _____

Odometer Reading? Yes No Misc Entry? Yes No Estimated Monthly Gallons Consumed: Diesel _____ Gasoline _____

Gallon limit per tank load (if any): None 20 30 50 150 250 Time Restrictions? _____

Type: Gas On Road Diesel Off Road Diesel MISC _____

Number of cards to be issued _____ If more than 1 card, give description, name, or number to refer to on invoice. This is helpful for you, on your billing, to know what card is issued for which vehicle.

Card 1 _____ PIN _____ Card 2 _____ PIN _____ Card 3 _____ PIN _____

Card 4 _____ PIN _____ Card 5 _____ PIN _____ Card 6 _____ PIN _____

Newton Oil Account Agreement

The information set forth in the account application is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Newton Oil to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. The Company name given in the Business Account Application box shall hereafter be referred to as the "Company".

CREDIT TERMS: Statements are rendered as of the last day of each month. All invoices are due in full as expressly agreed. A service charge of one half percent (1.5% per month), or 18% per annum or the highest legal rate, whichever is less, may be assessed on delinquent invoices.

Newton Oil reserves the right to change its credit terms at any time. Applicant hereby grants Newton Oil a security interest in product acquired from Newton Oil to secure payment of all amounts due and to become due to Newton Oil. New credit terms may be applied to the existing balance on your account unless prohibited by law. COD restrictions may be placed on any past due account.

PACIFIC PRIDE CARDS: Newton Oil operates a number of Pacific Pride facilities through which it sells fuel utilizing automated fueling dispensers. The automated fueling dispensers are activated through access cards issued by Newton Oil to its customers ("Access Card"). The Access Cards also may be used to activate automated fueling dispensers operated by other distributors who participate in the same Pacific Pride network. As the holder of Access Card(s) I/We understands that I/We may be liable for the unauthorized use of the card(s). I/We will promptly notify Newton Oil, orally or in writing, if an Access Card is lost, stolen or being used by unauthorized persons. I/We understand that if an Access Card is given to an employee or friend, I/We authorize their use and are responsible for all charges to my/our account. I/We acknowledge that Access Cards are not credit cards and are issued for the limited purpose of activating Pacific Pride network automatic fueling dispensers and recording the time, place, date, gallons, and cost of fuel dispensed so that the transaction can be completed by the issuance of an invoice to the Company/Individual.

VENUE, ATTORNEY FEES AND COSTS: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney' fees, and/or costs of collection whether or not suit is filed. **VENUE FOR ANY ACTION ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, AT NEWTON OIL'S OPTION, SHALL LIE IN TIPPECANOE COUNTY, INDIANA. APPLICANT'S SIGNATURE ATTESTS TO FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:**

BUSINESS ACCOUNT

Company Name _____

By _____ Title _____

By _____ Title _____

INDIVIDUAL ACCOUNT

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including, but not limited to, the extension of credit by Newton Oil to the Company/Individual, the undersigned, individually, jointly and severally, unconditionally guarantee(s) Newton Oil the full and prompt payment by the Company/Individual, of all obligations which they may presently or hereafter owe Newton Oil and payment when due of all sums presently or hereafter owing by the Company/Individual to Newton Oil. Guarantor agrees to indemnify Newton Oil against any losses Newton Oil may sustain and expenses Newton Oil may incur as a result of any failure of the Company/Individual to perform, including reasonable attorneys fees and all costs and other expenses incurred in collecting or compromising any indebtedness guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty, Presentation, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to Newton Oil written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of the guarantor's obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Newton Oil, from time to time as may be needed in the credit evaluation process.

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____