



Individual Credit Application

Name: _____ Social Security Number _____

Mailing address: _____

Physical address: _____

Phone number: (____) _____ Fax number: (____) _____

Years at this address? _____

If less than one year at current address, please provide previous address: _____

Estimated monthly purchases \$ _____ Estimated maximum credit required \$ _____

Bank Reference

Name _____ City, State _____

Contact _____ Phone number (____) _____ Fax number (____) _____

In order for your bank to provide us with information required to grant your company credit, please complete the red portion of the attached Bank Reference Authorization form.

Trade References

Name _____ City, State _____

Contact _____ Phone number (____) _____ Fax number (____) _____

Name _____ City, State _____

Contact _____ Phone number (____) _____ Fax number (____) _____

Name _____ City, State _____

Contact _____ Phone number (____) _____ Fax number (____) _____

In order for your trade reference to provide us with information required to grant your company credit, please complete the red portion of the attached Trade Credit Reference Authorization form for each trade reference listed above.

In the event of any change in character of the ownership of the applicant's business by incorporation, or otherwise, by addition of partners, or by change in ownership of the corporation, applicant shall immediately notify Alta Fuels, LLC in writing. The undersigned represents that the information given in this application and in support of this application is complete and accurate. The undersigned applicant hereby gives written authorization to Alta Fuels to contact Bank and Trade references disclosed on this application, as well as credit bureau and/or credit reporting agencies, and to obtain from such entities information which Alta Fuels deems necessary to enable it to evaluate and/or update this application.

Signed: _____ Print Name: _____ Title: _____ Date: _____



Limited Credit Terms Agreement

(Customers requesting less than \$5,000 of credit)

Alta Fuels, LLC provides credit as a means to facilitate payment for its products and services. Credit is not extended for the purpose of financing sales for customers. Provided credit is extended terms are as follows:

1. All purchases made on this account are due and payable the tenth (10th) day of the month following the month of purchase of product or performance of service.
 - a. Oil sales made on this account are due and payable the thirtieth (30th) day following the date of delivery of product.
 - b. Transport loads (i.e. 4,000 gallons or more) are due and payable the ninth (9th) day following the date of delivery of product.
 - c. Additional exceptions must be noted in writing and agreed to by Alta Fuels, LLC.
2. Purchaser agrees to pay Alta Fuels, LLC a return item fee equal to the greater of one percent (1%) of the return item or twenty-five dollars (\$25) on any item returned unpaid by Purchaser's bank. In addition Purchaser agrees any return item not replaced, within five days, by a Purchaser initiated bank wire or cashier's check delivered to Alta Fuels, LLC, shall bear interest from the date the item was initially deposited by Alta Fuels, LLC.
3. It is Purchaser's responsibility to make payment within the terms listed above. As a courtesy to our customers, Alta Fuels, LLC will issue statements to Purchaser's once during each calendar month. All delinquent balances shall bear interest from thirty days after the date of delivery of product or performance of service as invoiced. Interest will accrue at the lesser rate of eighteen percent (18%) per annum or at the highest legal rate allowed. *This additional charge is a penalty – not means to subvert terms set forth above.*
4. Alta Fuels, LLC shall have the right to limit the amount of credit available to Purchaser. Alta Fuels, LLC may increase or decrease this limit at its sole discretion without notice to any person, including Purchaser.
5. Alta Fuels, LLC shall have the right to terminate this credit agreement and any credit account arrangement it has with Purchaser for any reason whatsoever and without notice to any person, including Purchaser. Termination of the agreement or credit account shall not terminate or otherwise affect Purchaser's obligations, as they existed prior to termination. This includes but is not limited to accruing interest and costs of collection.
6. If action or suit by an attorney is required to enforce collection, Purchaser agrees to pay all costs of collection, including but not limited to reasonable attorney's fees and court costs, as incurred and as allowed by laws of the State of Colorado. This Agreement shall be governed and construed under the laws of the State of Colorado without regard to its conflict of laws principles.
7. The undersigned warrants that they are the Purchaser or a representative of the Purchaser with full authority to enter into legally binding agreements on behalf of the purchaser. The undersigned further warrants that the above agreement has been carefully read and the Purchaser understands the same.

Purchaser

Signature

Printed name of person signing

Date

The person whose signature is listed above is known to me. He/She has represented to me that they have read and understood this document and have endorsed it on behalf of the above Purchaser in good faith.

Witness' signature

/ _____
Printed name of Witness

Date



Personal Guaranty

For valuable consideration, the undersigned (hereinafter called "Guarantors"), jointly and severally, unconditionally guarantee and promise to pay to Alta Fuels, LLC (hereinafter "Creditor"), on order, on demand, in lawful money of the United States, the indebtedness of and performance of the obligations of _____, (hereinafter "Debtor") to Creditor, with respect to the prompt payment and performance when due, whether by acceleration or otherwise, of and all indebtedness, obligations and liabilities, direct, matured or unmatured, primary or secondary, certain or contingent whether now in existence or hereafter created by Debtor and owing to Creditor. This guaranty is a guaranty of payment and not of collection, and the punctual and faithful performance by Debtor of each and every duty, agreement, covenant and obligations of Debtor owing to Creditor (hereinafter "the obligations").

The obligations hereunder are joint and several, and independent of the obligations of Debtor, and a separate action or actions may be brought and prosecuted against Guarantors whether action is brought against Debtor or whether Debtor be joined in any such action or actions.

Guarantors authorize Creditor, within notice of demand and without affecting their liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, otherwise change the terms of the indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security; (c) apply such security and direct the order or manner of sale thereof as Creditor in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantors. Creditor may without notice assign this Guaranty in whole or in part.

Guarantors waive any right to require Creditor to (a) process against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in Creditor's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Debtor by reason of the cessation from any cause whatsoever of the liability of Debtor. Until all indebtedness of Debtor to Creditor shall have been paid in full, even though such indebtedness is in excess of Guarantors' liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Creditor now has or may hereafter have against Debtor, and waive any benefit of, and any right to participate in any security now or hereafter held by Creditor. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness.

Guarantors agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Creditor in the enforcement of this Guaranty.

Any person who signs this Guaranty hereby agrees that recourse may be had against their separate and community property for all their obligations under this Guaranty.

No representations or agreements of any kind have been made to the Guarantors which would limit or qualify in any way the terms of this Guaranty.

This Guaranty shall also bind the heirs, personal representatives, successors and assigns of the Guarantors.

This is intended to be and is a continuing guaranty and shall not be revoked except by written notice to creditor.

This Guaranty shall be governed and construed under the laws of the State of Colorado without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guaranty this _____ day of _____, _____.

X _____
Guarantor

X _____
Guarantor

Print Name

Print Name



615 State Avenue PO Box 660 Alamosa, CO 81101
719.589.2312 * 719.589.3359 Fax

BANK REFERENCE AUTHORIZATION

TO _____

ATTN _____

DATE _____
TELEPHONE _____
FAX _____

You are hereby authorized to release information about our company's activity with your bank.

Signed _____

Print Name _____

Account Number _____ Type of Account Checking / Savings / Loan

Account Number _____ Type of Account Checking / Savings / Loan

The company named above (herein "Applicant") has provided your bank as a reference on a credit application for Alta Fuels, LLC. The signature above of Applicant's authorized representative authorizes you to make full disclosure of your banks dealings with Applicant. We appreciate your entering below the information requested and faxing it back to us as soon as possible so we can complete processing of Applicant's request for credit. All information received will remain confidential. *If you have any questions, please do not hesitate to contact me at (719)589-2312.*

Sincerely,

Michael Peterson
Credit Manager
Alta Fuels, LLC

Checking/Saving:

Date Account(s) Opened _____ Average Balance(s) _____

Has there been any NSF checks or overdrafts on account(s) in last 18 months yes / no If yes, how often _____

Loans:

Please rate their payment history on loan(s)

Prompt _____ Slow _____ Days Past Due _____

Overall Evaluation:

Excellent _____ Fair _____ Good _____ Poor _____

Additional comments

Completed by: _____ Title: _____ Date: _____

PLEASE FAX TO (719)589-3359 UPON COMPLETION



615 State Avenue PO Box 660 Alamosa, CO 81101
719.589.2312 * 719.589.3359 Fax

TRADE CREDIT REFERENCE AUTHORIZATION

TO _____

ATTN _____

DATE _____
TELEPHONE _____
FAX _____

You are hereby authorized to release information about our company's credit dealings with your company.

Signed _____
Print Name _____
Account Number _____

The company named above (herein "Applicant") has provided your company as a reference on a credit application to Alta Fuels, LLC. The signature above of Applicant's authorized representative authorizes you to make full disclosure of your company's credit dealings with Applicant. We appreciate your entering below the information requested and faxing it back to us as soon as possible so we can complete processing Applicant's request for credit. All information received will remain confidential. *If you have any questions, please do not hesitate to contact me at (719)589-2312.*

Sincerely,

Michael Peterson
Credit Manager
Alta Fuels, LLC

Sold since (month/year) _____ Date of last sale _____
High Credit _____ Payment terms _____
Payment history
 Prompt _____ Slow _____ Days Past Due _____
Overall evaluation
 Excellent _____ Fair _____ Good _____ Poor _____

Has any Payments by applicant been charged back by its bank due to NSF Yes/No _____ If Yes please explain

Additional comments

Completed by _____ Title _____ Date _____

PLEASE FAX TO (719)589-3359 UPON COMPLETION