



**Mansfield Service Partners Rockies, LLC**  
 15600 E. 19<sup>th</sup> Avenue. Unit C Aurora. CO 80011

Date \_\_\_\_\_

Rep. \_\_\_\_\_

**CREDIT APPLICATION**

Thank you for considering Mansfield Service Partners Rockies, LLC, for your fleet service, fueling services and tank rental needs. We look forward to building a strong relationship with your company. To expedite the credit approval process, please fill out application and sign on all signature lines.

Business Name: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Bill to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

A/P Contact \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Trade Name or DBA (If different than above): \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Number of Years: \_\_\_\_\_

Invoice Delivery Preference Mail \_\_\_\_\_ Email \_\_\_\_\_ Email Address \_\_\_\_\_

Type of Company: Corporation:  Partnership:  Sole Proprietorship:  Individual:  Limited Liability Co.:

Are you bonded:  Insurance Company: \_\_\_\_\_

**(Sole Proprietorship or Partnerships you must sign: Authorization to Obtain Consumer Credit Report/History.) Page 3**

Principal \_\_\_\_\_

	Name	Address	Phone Number
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President/CEO \_\_\_\_\_

	Name	Address	Phone Number
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Manager/Controller: \_\_\_\_\_

	Name	Address	Phone Number
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W-9 required: Yes  No  Purchase Order Required: Yes  No  Account Tax Exempt: Yes  No

Tax Exempt#: \_\_\_\_\_ Fed ID#: \_\_\_\_\_ Amount of Credit Requested: \$ \_\_\_\_\_

We suggest any account requesting over \$10,000 of credit, use EFT transaction. EFT

## BANK REFERENCE

**By signing this application**, this gives Mansfield Service Partners Rockies, LLC permission, from you/your company, to the Bank to request Bank Credit Information.

Bank Name: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Account Number: \_\_\_\_\_

## TRADE REFERENCES

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<b>Previous fuel provider</b>	Address	Phone Number	Fax Number
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Name	Address	Phone Number	Fax Number
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Name	Address	Phone Number	Fax Number
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Name	Address	Phone Number	Fax Number
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**GENERAL TERMS AND CONDITIONS – DELIVERED FUEL**

These General Terms and Conditions (“Terms and Conditions”) are entered into by and between Mansfield Service Partners Rockies, LLC, and/or any affiliated entity that enters into a transaction hereunder (collectively, “MSP Rockies”), and the undersigned entity (“Purchaser”), which may include its affiliates and/or subsidiaries as specified by Purchaser.

1. **PURCHASE/SUPPLY REQUIREMENTS.** Except as may be set forth in a separate written agreement between MSP Rockies and Purchaser, MSP Rockies has no obligation to sell any Product to Purchaser and Purchaser has no obligation to purchase any Product from MSP Rockies at any time.

2. **SALE OF PETROLEUM PRODUCTS.** “Petroleum Products” and/or “Fuel” shall refer to gasoline, gasohol, diesel, or biodiesel fuel meeting applicable ASTM specifications of the respective jurisdictions where any such Fuel shall be supplied. All Fuel sales shall be for delivery and usage at or about Purchaser’s locations.

3. **DELIVERY.** Purchaser, at its cost, shall provide MSP Rockies with adequate ingress to and egress from Purchaser’s location(s), and such delivery shall occur in accordance with the time frame mutually agreed to between the parties in advance of any such delivery (unless otherwise in accordance with a delivery schedule as agreed to between the parties). All deliveries shall be made by a common carrier selected by MSP Rockies. MSP Rockies shall have no obligation, at any time, to deliver Fuel in less than twenty-four (24) hours after receiving Purchaser’s order.

4. **OWNERSHIP OF PETROLEUM PRODUCTS.** Purchaser shall take control, possession, and ownership of all Fuel at the time of delivery into Purchaser’s Fuel Storage Tank(s) (as hereinafter defined).

5. **PURCHASE PRICE.** The price for Fuel shall be agreed upon between the parties in writing on a delivery by delivery basis, unless otherwise agreed to in a separate writing between the parties. MSP Rockies will charge Purchaser the agreed upon price per gallon of Fuel, plus freight, applicable taxes and environmental fees, and a differential per gallon.

6. **PAYMENT FOR PETROLEUM PRODUCTS.** MSP Rockies will invoice Customer for Fuel upon delivery. Full payment of such invoiced amounts shall be due to MSP Rockies within ten (10) days following Purchaser’s receipt of invoice (unless otherwise agreed in writing between the parties), with interest thereafter accruing at the rate of 1.5% per month on any unpaid balance. Should any of Purchaser’s subsidiaries and/or affiliates receive Fuel under the terms hereof and fail to timely pay any invoices when due, MSP Rockies shall have the right to demand payment directly from Purchaser, and Purchaser shall be responsible to pay to MSP Rockies the full amount of any unpaid invoice on behalf of its subsidiaries and/or affiliates. Additionally, Purchaser is responsible for all costs of collection, including reasonable attorney’s fees, if collected through an attorney. All Fuel shall be billed on gross gallons or net gallons in accordance with the prevailing practice in the jurisdiction where such Fuel is sold.

7. **FINANCIAL CONDITION.** Purchaser hereby acknowledges and agrees that it is purchasing Fuel on credit from MSP Rockies and must therefore meet MSP Rockies’s credit approval at all times. Purchaser will comply with MSP Rockies’s reasonable requests for information about Purchaser’s financial health unless Purchaser chooses to prepay for its Fuel purchases. In the event Purchaser fails to make any and all payments in a timely manner, MSP Rockies shall be authorized to stop and/or suspend all future Fuel deliveries to Purchaser until such time as Purchaser pays all outstanding invoices, and thereafter has the right to demand advance cash payment for future Fuel deliveries. Further, if Purchaser becomes involved in a bankruptcy proceeding (whether voluntary or not), MSP Rockies shall be authorized to stop all Fuel deliveries to Purchaser, net and/or set off all transactions outstanding between the parties, and use all other rights and defenses available at law or equity.

8. **LEAK DETECTION.** The parties hereto agree that MSP Rockies is not the owner/operator of any motor fuel storage tanks, pipes, pumps, and other related equipment (the “Fuel Storage Tanks”) into which MSP Rockies is to place the Petroleum Product acquired by Purchaser hereunder. MSP Rockies has no ownership interest, right, or responsibility whatsoever regarding any of such Fuel Storage Tanks. Purchaser warrants that, for so long as MSP Rockies is delivering into the Fuel Storage Tanks, such tanks are and will be in good condition, free of leaks, and otherwise in compliance with all applicable rules and regulations. Purchaser must notify MSP Rockies prior to a delivery if the Fuel Storage Tank is prohibited from receiving Fuel for any reason, including but not limited to, if

prohibited by applicable governmental authorities. Purchaser acknowledges that the leakage of Fuel from the Fuel Storage Tanks, except to the extent directly caused by the negligence of MSP Rockies or its agents or subcontractors, is a matter that is solely the responsibility of Purchaser. Purchaser agrees that should any leaks be detected, Purchaser will promptly notify MSP Rockies to ensure that no additional Fuel will be deposited into such Fuel Storage Tanks until such leaks are properly repaired.

9. **INDEMNIFICATION.** A. Purchaser agrees to defend and indemnify MSP Rockies (and its officers, directors, employees, successors and assigns) against all claims, suits, liabilities, fines, penalties, assessments, losses and expenses (including attorney’s fees and expenses of litigation) arising out of (i) Purchaser’s negligence, non-performance or breach of its obligations, representations or warranties herein; (ii) Purchaser’s or its subsidiaries’/affiliates’ use, sale, storage, handling, leakage or spillage of the Fuel; and (iii) Purchaser’s operation of their business or businesses wherever located; except to the extent of MSP Rockies’s indemnification obligations as set forth below or caused by the negligence or willful misconduct of MSP Rockies. B. MSP Rockies agrees to defend and indemnify Purchaser (and its officers, directors, employees, successors and assigns) against all claims, suits, liabilities, fines, penalties, assessments, losses and expenses (including attorney’s fees and expenses of litigation) arising out of (i) MSP Rockies’s negligence, non-performance or breach of its obligations, representations or warranties herein; (ii) MSP Rockies’s negligent delivery of Fuel; and (iii) MSP Rockies’s delivery of Fuel which fails to meet applicable ASTM specifications of any such Fuel in the jurisdiction where such Product is delivered; except to the extent of Purchaser’s indemnification obligations as set forth above or caused by the negligence or willful misconduct of Purchaser. C. This provision shall survive any expiration or termination of this Agreement.

10. **FORCE MAJEURE.** Any delay in performance or failure to perform by either MSP Rockies or Purchaser shall not constitute a breach or default hereunder, or give rise to any claims for damages hereunder, if such delay or failure is caused by circumstances or events beyond the reasonable control of the affected party (or in the case of MSP Rockies, circumstances or events affecting a supplier), including but not limited to, acts of God such as floods, fires, explosions, extreme heat or cold, earthquake, hurricane, or storm; strikes, lockouts or other industrial disturbances; wars, acts of terrorism or sabotage; accident or breakage of equipment or machinery; interruption, loss, or shortage of transportation facilities, supplies, or refinery capacity, or shortage of supply of Product deliverable hereunder; or any law, rules, order or action of any court or instrumentality of the federal or any state government (the “Force Majeure Event”). Any suspension of performance pursuant to this section shall commence upon notice of any such Force Majeure Event and shall continue until the affected party is able to again perform its obligations hereunder. Neither Purchaser nor MSP Rockies shall be required to make up performance omitted on account of a Force Majeure Event (other than payments properly due and owing for delivered Product).

11. **GOVERNING LAW.** This Agreement shall be controlled by the laws of the State of Georgia. In the event of a dispute, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs and attorneys’ fees incurred in connection with such dispute.

12. **ENTIRE AGREEMENT.** These Terms and Conditions shall constitute the entire agreement between the parties with respect to the subject matter of these Terms and Conditions. The terms and conditions contained herein supersede all prior oral and written communications, agreements, and understandings of the parties with respect to the subject of these Terms and Conditions. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

PURCHASER: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NET PAY TERMS: \_\_\_\_\_

## PERSONAL GUARANTEE

In consideration of Mansfield Service Partners Rockies, LLC ("Creditor"), extending credit to \_\_\_\_\_ ("Debtor"), for any materials and/or services after this date at the request of the applicant or its agents, the undersigned ("Guarantor") hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to Mansfield Service Partners Rockies, LLC (the "Debt"), for goods sold, services rendered or other related work performed at the request of the applicant or its agents, whether said sums are or will be due Mansfield Service Partners Rockies, LLC, under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis, and Mansfield Service Partners Rockies, LLC, shall not be obligated to notify the undersigned of the dates, terms or amounts of any such credit, and the undersigned waives demand and notices of default, any extension of time, settlement or adjustment of such default per the forbearances which may be extended by Mansfield Service Partners Rockies, LLC, to the applicant.

The obligation of the undersigned is a primary and unconditional obligation and covers all existing and future indebtedness of the applicant to Mansfield Service Partners Rockies, LLC. This obligation shall be enforceable both before and after proceeding against the applicant or against any security held by Mansfield Service Partners Rockies, LLC, and shall be effective regardless of the solvency or insolvency of the applicant at any time, or by the subsequent incorporation, reorganization, merger, or consolidation of the applicant or any other change in corporation, nature, personnel, or location of the applicant.

**Venue & Governing Law:** This Agreement shall be governed by the laws of the State of Georgia, and the Superior Court of Hall County, Georgia shall have exclusive jurisdiction over any civil action arising out of this Guarantee.

Date \_\_\_\_\_ Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Individually: \_\_\_\_\_

### Authorization to obtain Consumer Credit Report/ History for Sole Proprietors or Partnerships

The undersign hereby consent(s) to [name of creditor]'s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), member(s), partner(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) [name of creditor] to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et seq.

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_ or DOB: \_\_\_\_\_ Social Security # \_\_\_\_\_ or DOB: \_\_\_\_\_

The Federal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit protection Commission, Equal Credit Opportunity, Washington D.C. 20580.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**     Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*