



10002 NW 89<sup>th</sup> Avenue  
 Miami, Florida 33178-1409  
 Phone: (305) 888-4611  
 Fax: (305) 887-3166

A/P Contact: \_\_\_\_\_  
 A/P Phone: \_\_\_\_\_  
 A/P Email: \_\_\_\_\_  
 Sales Rep: \_\_\_\_\_  
 Date: \_\_\_\_\_

<b>CORPORATE DATA</b>												
Full Name of Firm							Telephone #					
Mailing Address				City			State		Zip			
Street Address				City			State		Zip			
Home Office Address				City			State		Zip			
Are you presently a Pacific Pride Cardholder?		Yes		No		When did you last use your card?						
<b>LEGAL STRUCTURE</b>												
Type of Business				FEDERAL ID#			Telephone #		How long in Business?			
Check Appropriate Box and Provide Information Requested												
Corporation			Partnership			Other			Single Entity Not a Subsidiary		Subsidiary of Parent Company	
Name of Parent Company					Address							
City				State			Zip					
Please list names and addresses of partners or corporate officers:												
If in business less than one year, please give name, address & length of time of employment for the last five years.												
Charge Sales Tax			Do Not Charge Sales Tax			Certificate #:						
<b>If Exempt, include copy of current exemption certificate.</b>						(Reason for exemption):						
<b>PERSONAL</b>												
Owner, Manager or Officer					Title			Spouse's Name				
Home Address					City		State		Zip			
Home Phone #		How long?	Buying?		Owning?		Renting?		Social Security #	Date of Birth		
Previous Address					City			State		Zip		
Name & address of nearest relative not living with you						Relationship		Telephone #				
Have you ever filed Bankruptcy?				When?			Where?					
<b>REFERENCES</b>												
Bank Name & Branch					City			State				
Name of Bank Officer				Account #			Telephone #					
Trade Reference			Address				Telephone #					
Trade Reference			Address				Telephone #					
Current Petroleum Supplier(s)			Address				Telephone #					
Monthly Gallons Estimate				Number of Vehicles			Number of Drivers					
Gallons/\$												
Person to contact regarding arrangements for cards							Telephone #					
<b>AGREEMENT AND GUARANTY</b>												
I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued once each month and payment will be due in full within 10 days of invoice date. I agree to pay a late charge of 1½ % per month (18% per year) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.												
Notwithstanding that this account is established in the name of a company, I personally guarantee payment of the account.					SIGNED _____							
All purchases made on this account will be for commercial use.					PRINT NAME _____							
					DATE _____							

## Terms and Conditions

Applicant hereby agrees to the following terms and conditions (the “**Terms**”) in all transactions with Tropic Oil Company LLC (the “**Company**”), unless otherwise agreed to in writing by an authorized representative of the Company.

1. **PAYMENT TERMS.** All invoices shall be paid on stated terms. Any amount not paid by its due date is subject to a finance charge of 1.5% monthly (18% annually). Company reserves the right to suspend deliveries if Applicant fails to make any payment when due or exceeds an extended credit limit. Charges must be disputed in writing no later than ten (10) days from invoice date or they are considered final and binding. Accounts paid with credit card are subject to a 2.5% processing fee, which is not greater than the cost of acceptance Company incurs in processing the transaction.
2. **RETURNED CHECKS AND EFT TRANSFERS.** A fee of \$50 will be assessed for returned Electronic Fund Transfers (EFT), or if a check delivered by Applicant to Company is returned unpaid.
3. **SECURITY AGREEMENT.** As security for the payment of all amounts owed by Applicant to Company, Applicant grants Company a security interest in all of Applicant’s inventory, equipment, and accounts receivable, and the proceeds thereof, wherever located and whether now owned or hereafter acquired. Company, at its election, may file a financing statement without further notice to Applicant. In the event of a default with respect to any obligations of Applicant under these Terms, Company shall have the right to take immediate and exclusive possession of any of the foregoing, with or without judicial process or notice to the Applicant to the fullest extent allowed by applicable law.
4. **WARRANTY DISCLAIMER AND LIMITATIONS ON DAMAGES. PRODUCTS ARE WARRANTED TO BE CONSISTENT WITH PRODUCT DESCRIPTION AND SPECIFICATIONS SUPPLIED TO APPLICANT. COMPANY WILL REPLACE WITHOUT CHARGE PRODUCT THAT DOES NOT CONFORM. SUCH REPLACEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO APPLICANT FOR ANY SUCH FAILURE. UNLESS OTHERWISE AGREED IN WRITING, COMPANY MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, RELATING TO SERVICES RENDERED OR PRODUCTS SOLD. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THESE TERMS, UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO OR ARISING UNDER THESE TERMS.**
5. **CARDLOCK USE.** Applicant is responsible for all purchases using cardlock cards issued to Applicant, regardless of whether the use is unauthorized or fraudulent. Applicant represents that any person using a cardlock card issued to Applicant shall use proper and safe practices in compliance with applicable regulations when handling the cardlock system. Applicant shall indemnify and hold Company

harmless from any claims and costs arising from or related to the negligence or misuse of the cardlock system by any person using cardlocks cards delivered to Applicant.

6. **REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS.** Applicant warrants that all purchases made on its account with the Company will be for commercial use and unless specifically otherwise provided are for domestic use only. Applicant certifies that all information provided on the Credit Application relating to Applicant is accurate and complete and Applicant has not knowingly withheld any material information of an adverse nature. Applicant will furnish to Company its most recent accountant prepared, reviewed financial statements (or tax returns if its annual financial statements are not reviewed) within 10 days of written request by the company.
7. **CREDIT & CREDIT INVESTIGATION.** Based on the information provided in this Credit Application, Company may extend credit to the Applicant on open account for product purchased from the Company. Notwithstanding, Company reserves the right, at its sole discretion, at any time, to decline credit to Applicant or modify Applicant’s credit status. Applicant hereby warrants that it has the authority to authorize, and hereby does authorize, an investigation by Company of credit of the business and each principal in the business for any legitimate purpose associated with this account, including (1) determination of Applicant’s eligibility for credit approval by Company; (2) reasonable review of Applicant’s account on an ongoing basis; and (3) taking legal or collection action on the account. Applicant agrees that Company may utilize outside credit reporting services to obtain such information.
8. **COLLECTION AND ATTORNEY FEES.** Company’s delay or failure to proceed with collection efforts upon delinquency of Applicant’s account shall not be construed as a waiver of Company’s right to do so, or of Company’s right to demand strict compliance with the Terms with respect to payment of Applicant’s delinquent or future accounts. Applicant agrees to pay all costs, including but not limited to reasonable attorney’s fees, whether or not a suit has been filed, for any matter referred to an attorney or collection agency.
9. **ASSIGNMENT AND CHANGE OF OWNERSHIP.** Applicant may not assign these Terms (including assignment by operation of law) without prior written consent by Company and shall notify Company in writing at least ten (10) business days before any organizational change, including changes in corporate structure or ownership, Applicant’s place of business, and business name. Company may elect that all amounts due shall become immediately payable in the event of an organizational change.
10. **VENUE AND CHOICE OF LAW.** This application and all transactions performed thereunder shall be governed by Florida law without regard to its choice of law provisions, and any legal actions or proceedings in connection with these Terms and the transactions performed thereunder shall be instituted and maintained only in a court of competent jurisdiction in the State of Florida, Miami Dade county.



**TROPIC OIL**  
— COMPANY —

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## AUTHORIZATION AGREEMENT FOR ACH DEBIT / EFT TRANSFER AS PAYMENT

Company Name	
Company ID/Account Number	

I (we) hereby authorize **TROPIC OIL COMPANY**, hereinafter called COMPANY, to initiate debit entries and/or EFT transfers to my (our) Checking / Operating Bank Account indicated below. I (we) acknowledge that the origination of the debit / EFT transaction(s) to my (our) account must comply with the provisions of U.S. law.

Bank Name	
ABA / Transit Routing Number	
Checking Account Number	

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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### TANK REGISTRATION

Please complete the following:

Will you be purchasing?

Bulk Fuel	Yes	No
Bulk Lubes	Yes	No

If you answered YES to either question above, please list the number of tanks Tropic Oil will be servicing: \_\_\_\_\_

Do any of the tanks on your property have a capacity greater than 550 gallons (above ground) or 110 gallons (underground)?

Yes	No
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Are any of the tanks stationary (not moved within 180 days)?

Yes	No
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If you answered YES to both of the last two questions, then you are required to register your tanks with the Department of Environmental Protection Agency. Tropic Oil is required to have a copy of the placard for these tanks on file. If you have recently registered your tanks and have not received your placard, then please forward a copy of your application, followed with a copy of your placard when it arrives. **WE CANNOT MAKE A DELIVERY UNTIL WE HAVE THIS INFORMATION.**

Should you have any questions regarding the registration of storage tanks, please call DEP in Tallahassee @ (850) 488-3935 or visit their website @ [www.dep.state.fl.us/dwn/programs/tanks](http://www.dep.state.fl.us/dwn/programs/tanks)

As the person authorized to sign this statement, under penalties of perjury, I certify the information is correct.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name



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**EXEMPTION CERTIFICATE  
CERTAIN POWER FARM EQUIPMENT, REPAIRS, PARTS, OR ACCESSORIES**

This is to certify that the power farm equipment, repairs, parts, or accessories described below, purchased or repaired on or after \_\_\_\_\_ (Date) from \_\_\_\_\_ (Selling Dealer's Business Name) is purchased, repaired, leased, licensed, or rented for the following purpose:

- ( ) Power farm equipment or irrigation equipment for exclusive use in the agricultural production of crops or products, as produced by those agricultural industries included in s. 570.02(1), F.S., or
- ( ) Power farm equipment or irrigation equipment for exclusive use in fire prevention and suppression work for such crops or products, as produced by those agricultural industries included ins. 570.0(21), F.S., or
- ( ) Repairs to, or parts and accessories for, qualifying power farm equipment or irrigation equipment for exclusive use in the agricultural production of crops or products, as produced by those agricultural industries included in s. 570.02(1), F.S., or
- ( ) Repairs to, or parts and accessories for, qualifying power farm equipment or irrigation equipment for exclusive use in fire prevention and suppression work for such crops or products, as produced by those agricultural industries included ins. 570.02(1), F.S.

**POWER FARM EQUIPMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that if I use the equipment for any purpose other than the ones stated above, I must pay tax on the purchase or lease price of the taxable item directly to the Department of Revenue. I understand that if I fraudulently issue this certificate to evade the payment of sales tax, I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony.

The exemption specified by the purchaser may be verified by calling (800) 352-3671.

Purchaser's Name: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

Name and Title of Purchaser's Authorized Representative:  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Purchaser or Authorized Representative)



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### JOB INFORMATION SHEET

Customer		Phone	
Street Address		Email	
City		State	Zip
Customer:			
Owner	General Contractor	Subcontractor	Material Supplier Other

<b>PROJECT INFORMATION</b>			<b>PRIME CONTRACTOR</b>		
Name			Name		
Street Address			Street Address		
Phone			Phone		
City	State	Zip	City	State	Zip
<b>OWNER/AWARDING AUTHORITY</b>			<b>PRIME'S BONDING COMPANY</b>		
Name			Name		
Street Address			Street Address		
Phone			Phone		
City	State	Zip	City	State	Zip
<b>LENDER</b>			<b>SUBCONTRACTOR</b>		
Name			Name		
Street Address			Street Address		
Phone			Phone		
City	State	Zip	City	State	Zip
<b>ARCHITECT</b>			<b>SUB'S BONDING COMPANY</b>		
Name			Name		
Street Address			Street Address		
Phone			Phone		
City	State	Zip	City	State	Zip

Estimated Monthly Gallons: \_\_\_\_\_ Estimated Job Duration: \_\_\_\_\_

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

Company: \_\_\_\_\_



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## FLORIDA SALES AND USE TAX AGREEMENT

Company / Customer Name:

Date of Agreement:

I (we) hereby authorize TROPIC OIL COMPANY hereinafter (Check ONE)

**TO CHARGE**

**NOT CHARGE**

Florida Sales Tax on **Ultra Low Sulfur Diesel Fuel Dyed (ULSDDYE)**.

This authorization is to remain in full force and effect until we have provided written notification from me (or either of us) of termination of this agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**\*\* Failure to return this form within 10 working days of receipt, Tropic Oil Company will automatically charge Florida Sales Tax on Ultra Low Sulfur Diesel Fuel Dyed (ULSDDYE).**