

Return to:  
Credit@AmericasEnergyInc.com



809 N 21st Ave, Phoenix, AZ 85009  
(602) 368-4888  
Credit@AmericasEnergyInc.com  
www.AmericasEnergyInc.com



### Account Application

This will give authorization to release any information necessary toward processing of an account application with America's Energy Inc. This information will be kept strictly confidential.

SIGNATURE \_\_\_\_\_

### BUSINESS INFORMATION

LEGAL NAME OF COMPANY	EMAIL	PHONE	FAX	DATE OF APPLICATION
ACCOUNTS PAYABLE CONTACT NAME	ACCOUNTS PAYABLE EMAIL	ACCOUNTS PAYABLE PHONE		
MAIN BUSINESS ACTIVITY		YEARS IN BUSINESS	SIC CODE	
COMPANY'S CURRENT ADDRESS	CITY	STATE	ZIP	HOW LONG AT THIS ADDRESS?
BILLING ADDRESS, IF DIFFERENT	CITY	STATE	ZIP	PHONE
HAVE YOU EVER FILED FOR CORPORATE BANKRUPTCY?	IF SO, WHEN AND WHAT CHAPTER?			
CHECK ONE OF THE FOLLOWING: <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON-PROFIT				FEDERAL ID #

### BUSINESS BANK INFORMATION

PRIMARY BANK	ADDRESS	CITY	STATE	ZIP
BANK CONTACT PERSON	PHONE	Email	ACCOUNT NUMBER	
SECONDARY BANK	ADDRESS	CITY	STATE	ZIP
BANK CONTACT PERSON	PHONE	Email	ACCOUNT NUMBER	

### CREDIT REFERENCES

BUSINESS NAME	ADDRESS	CITY	STATE	PHONE	FAX
BUSINESS NAME	ADDRESS	CITY	STATE	PHONE	FAX
BUSINESS NAME	ADDRESS	CITY	STATE	PHONE	FAX

### CREDIT AMOUNT

AMOUNT OF CREDIT REQUESTED: \_\_\_\_\_ PRODUCTS PURCHASED:  Transport load fuel  Bobtail load fuel  
 Lubricants

### PRINCIPALS OF THE COMPANY

NAME	POSITION	SS#		
HOME ADDRESS		CITY	STATE	ZIP
HOME PHONE		DRIVERS LIC.		DATE OF BIRTH
PREVIOUS ADDRESS				
PERSONAL NET WORTH	HAVE YOU EVER FILED FOR PERSONAL BANKRUPTCY	IF SO, WHEN AND WHAT CHAPTER?		

I certify that I am the person named above and that the foregoing is true and correct. As a principal of \_\_\_\_\_  
I authorize and request The Companies to consider my personal credit in conjunction with this application  
for my company's account.

SIGNATURE \_\_\_\_\_

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**BUYER AGREES THAT ALL PURCHASES FROM AMERICA'S ENERGY, INC. (AEI) ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

America's Energy, Inc. ("AEI") and: \_\_\_\_\_ (the "Customer"), enter into this "Agreement" on: \_\_\_\_\_, \_\_\_\_\_. Customer agrees to pay AEI the full invoice price according to the invoice terms of all products and deliveries purchased from AEI by Customer and Customer's employees and agents for or on behalf of Customer.

Customer agrees to pay all charges within 7 days of the due date of the invoice(s) delivered to Customer by AEI. If payment is not paid by Customer within 7 days of invoice due date, Customer agrees to pay AEI a service charge of 2% per month on the unpaid balance. The 2% service charge is not interest on a loan or a finance charge, but a service charge for Customer's failure to timely pay for goods and services received from AEI. All payments made by Customer will be applied first to AEI's fees and costs incurred to collect, if any, then to the accrued service charges on Customer's account, if any, and then to the outstanding principal balance of Customer's account.

AEI may cease extension of credit to Customer at any time for any reason solely and without notice to Customer. AEI may, at its sole option, refuse to permit charges to be incurred on Customer's account. Delivery of goods and services to the Customer's facilities, equipment, or trucks may be made without obtaining signatures upon delivery. AEI delivery times are AEI's "best efforts" only, AEI does not guarantee exact delivery times. AEI is not liable or responsible to Customer for any claims or damages whatsoever for failure(s) to deliver at certain times. Customer agrees to completely indemnify AEI for claims made by third parties for any claims for failure(s) to deliver at certain times. The Customer agrees to pay AEI's attorney's fees and costs incurred in collecting unpaid and past due amounts owed to AEI, even if AEI's attorney fees and costs significantly exceed the unpaid and past due amounts owed to AEI.

Customer warrants that the information provided is accurate and AEI may rely on information provided by Customer in granting credit. By signing this Agreement, Customer authorizes AEI to obtain consumer credit reports and investigate Customer's creditworthiness. This Agreement is agreed to and entered into in Maricopa County, Arizona and is governed exclusively by the laws of the State of Arizona. The courts located in Maricopa County Arizona exercise exclusive jurisdiction over and are the exclusive venue for any disputes arising out of this Agreement. This Agreement is the entire agreement between Customer and AEI. The Customer's Electronic Funds Transfer Authorization and Agreement is part of this Agreement and is incorporated herein by this reference. This Agreement may only be amended, changed, or modified by a written agreement signed by Customer and AEI. This Agreement may be executed by electronic means and in counterparts, all of which are deemed to be originals.

**Customer Signature:**

\_\_\_\_\_  
Name (print):

\_\_\_\_\_  
Title:

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

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

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## GUARANTEE

To induce AEI to extend credit to Customer, each of the undersigned (individually a "Guarantor" and collectively the "Guarantors"), jointly and severally, individually, and collectively personally guarantee(s) payment to AEI, when due, of every claim (including but not limited to service charges, reasonable attorney's fees and costs) of AEI against the Customer (the "Guarantee"). This Guarantee insures to AEI and its assigns and successors in interest, the Guarantor's payment of all amounts owed by Customer to AEI, including amounts that exceed any previously stated credit limit, and any costs and fees incurred by AEI to collect amounts owed by Customer. Guarantor(s) understand and agree that AEI and Customer may modify Customer's payment terms and credit limit without notice to Guarantor(s).

If Guarantor(s) are married, Guarantor(s) spouse must sign this Guarantee or a copy thereof. If there is no spousal signature, the lack of a spousal signature is a representation by Guarantor(s) that Guarantor(s) is or are not married. This Guarantee is continuing and may not be revoked without express written consent of AEI. This Guarantee remains in full force and effect if the Customer files for bankruptcy protection, or in any court proceeding an order or judgement is entered compelling AEI to return or refund any amount of payment made with respect to the claims. Further the Guarantor(s) waive any and all right to subrogation against the Customer for monies paid to AEI under this Agreement or any other agreement binding the undersigned or the Customer. This Guarantee is entered into and governed by the laws of the State of Arizona, exclusive jurisdiction and venue for enforcement of this Guarantee is the courts in Maricopa County, Arizona. Guarantor agrees to pay AEI's attorney's fees and costs incurred in collecting unpaid and past due amounts owed to AEI under this Guarantee, even if AEI's attorney fees and costs significantly exceed the unpaid and past due amounts owed to AEI.

### Guarantor's Signature:

\_\_\_\_\_  
Name (print):

\_\_\_\_\_  
Title:

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

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

\_\_\_\_\_  
Guarantor's Social Security Number:

\_\_\_\_\_  
Guarantor's Address:

\_\_\_\_\_  
City:

\_\_\_\_\_  
State:

\_\_\_\_\_  
Zip Code:

\_\_\_\_\_  
Guarantor's Spouse (print):

\_\_\_\_\_  
Guarantor's Spouse Signature:

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

\_\_\_\_\_  
Guarantor's Spouse's Social Security Number:

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### EFT Authorization

Customer hereby authorizes America's Energy, Inc and/or its subsidiaries to initiate credit / debit entries to Customer's Bank account indicated for goods & services provided by Customer. Customer further certifies the information set forth is correct and that they have contacted and authorized the named Bank to accept such credit entries from America's Energy, Inc and/or its subsidiaries. This authority shall remain in full force and effect until America's Energy, Inc and/or its subsidiaries has received written notice from Customer of its change or termination in such a manner as to afford America's Energy, Inc and/or its subsidiaries and the Bank a reasonable opportunity to act on it. Customer understands that this Electronic Funds Transfer service is governed by the rules of The Automated Clearing House and that America's Energy, Inc and/or its subsidiaries can terminate or modify it at any time.

DEPOSITORY: BANK NAME

BANK ACCOUNT #

PHONE

ABA # (ROUTING#)

CUSTOMER NAME

CONTACT

PHONE

EMAIL

AUTHORIZED SIGNATURE

Date:

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