



Please mail or fax application to
Customer Service at:
3020 Old Ranch Parkway, Suite 400,
Seal Beach, CA 90740
Fax: (562) 493-4532
Call: (562) 493-2804

Monthly Credit Application

This Application consists of two pages. Both Pages must be signed and returned to CLEAN ENERGY to process your application.

STEP 1. Please print all information clearly.

Business Name and/or Group Affiliation:		Tax ID No. (if applicable):	
Customer First Name:	Middle Initial:	Last Name:	
Street Address:	City:	State:	Zip:
Billing Address (if different from Street address) (NO PO BOXES)			
City:		State:	Zip:
Account contact:	Phone Number: ()	Fax Phone: ()	

STEP 2. Ownership and Credit References.

Company Ownership:
 Corporation Partnership Sole Proprietorship Government Non Profit

Tax Exempt?: NO Yes Tax Exempt Status: *(must supply exemption certificates for all boxes checked)*
 Federal State County Municipal School 501C Decal State: _____ Expiration date: _____

Type of Business:	Years in Business:
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Credit References (attach additional sheets if necessary)

Creditor	Address	Account Number	Telephone Number

Step 3. Additional Information.

How many natural gas vehicles will you be operating? _____ Total Estimated Usage _____/DGE per mo.

Make & Model of Truck(s) _____

Fuel type: CNG LNG LNG Spark Ignited LNG Compression Ignited LNG Diesel

What is the Maximum Gallon Capacity of your Vehicle? _____ Number of fueling cards requested: _____

Would you like a name or vehicle ID assigned to each card? Yes No If yes, please list here _____

Would you like a driver ID prompt? Yes No Would you like an Odometer Prompt? Yes No

Step 4. Authorization.

I have reviewed the information provided by Applicant on this application, and certify that the information is complete, true and correct and that any other financial information Applicant gives is true and correct. Applicant authorizes Clean Energy to investigate the references, statements and other information for the purposes of credit evaluation, renewals or extensions of credit, and for the purpose of taking collection action on any extension of credit.

The undersigned hereby certifies that he or she is duly authorized to sign this application on behalf of Applicant and that the Applicant hereby agrees to the terms and conditions stated in this application.

Signature: _____

Date: _____

For Office Use Only	
Customer Account #:	Card #s (attach list if necessary)
Accounting Approval:	Credit Rating/Score:
Marketing Approval:	Credit Limit:
Accounting Disapproval:	Score/Reason:
Fuel Training Completed by:	Date card(s) issued

Terms and Conditions

By signing the attached fueling application ("Application") requesting a credit card ("Card") and a line of credit from CLEAN ENERGY ("Issuer"), the Applicant/Cardholder agrees as follows:

Credit Check: Issuer will perform a credit review of Cardholder's credit history, including but not limited to, requesting and reviewing credit reports from various credit reporting agencies. Based on this review, Issuer may or may not extend to the Applicant a line of credit granting fueling privileges at CLEAN ENERGY owned or operated fueling stations.

Use: Cardholder is responsible for all credit extended by Issuer in connection with the card, regardless of the credit limits or the party using the Card. Cardholder may only use the card to purchase natural gas from CLEAN ENERGY Natural Gas Stations at the price posted at such stations. Furthermore, Cardholder agrees that the rights set forth herein and the credit extended hereunder shall only be used for business and commercial purposes and not the personal, family or household use.

Credit Limit: Cardholder shall have a total credit limit which will be determined after the review of the credit information. The total amount of credit extended to Cardholder and the charges permitted to be assessed to Cardholder under this Agreement must not exceed the credit limit. The credit limit may change by the Agreement of the Issuer and the Cardholder. In the event that Cardholder requests an extension of credit that will result in the total balance being more than the credit limit, Issuer may (a) honor the request and permanently raise the credit limit, (b) honor the request but not permanently raise the credit limit, (c) honor the request and regard the amount of the extension of credit as immediately due; or (d) refuse to honor the request.

Billing: Issuer will send Cardholder a monthly statement ("statement") when there is activity on the account. The statement is the bill. Each statement shall be conclusively deemed correct and accepted by Cardholder unless Issuer is notified in writing within 60 days from the date the statement is mailed to Cardholder. Cardholder is obligated to pay for all purchases and charges made on the Card. Cardholder is also responsible for notifying Issuer of any changes in address.

Balance: To determine the new balance on the statement, the outstanding balance at the beginning of the billing period is calculated, and new purchases are added and payments and credits that have been received are subtracted. At this time, other associated fees are also added.

Payment: Cardholder will pay Issuer at the place indicated on the statement all credit obligations under this agreement. Cardholder must pay the full amount shown on each statement.

Late Payment Charge: A late payment charge will be added if the balance is not paid-in-full on or before the payment due date. When there is an outstanding balance subject to a late charge, the late charge will be computed by applying a periodic rate of 1.50% per month (Annual Percentage Rate: 18%) or the maximum rate allowed by law to the balance. Issuer may use a collection agency and Cardholder agrees to pay collection agency fees which Issuer may incur to collection payment.

Payment Due Date: The payment due date is the date the payment is due at the indicated remittance business address. If full payment of the new balance is not received by the payment due date, Issuer reserves the right to suspend Cardholder's charging privileges until Full payment of the new balance is received. **THE NEW BALANCE IS TO BE PAID-IN-FULL BY THE PAYMENT DUE DATE.**

Termination of Agreement: Issuer or Cardholder may terminate this agreement at anytime.

Grace Period: Each payment must be made within 10 days after the statement.

Cardholder's Duties: Cardholder will promptly notify Issuer if the Card is lost or stolen. The Card is property of the Issuer, and the Cardholder will surrender the Card on demand. Issuer may revoke or repossess the Card at any time. Cardholder will not use the Card to obtain credit in excess of Cardholder's credit limits.

Default: Any of the following events shall constitute default under this Agreement and require the immediate payment of all amounts due under this Agreement.

- a) Cardholder's failure to make any payment by the due date under this Agreement;
- b) The total balance due under this Agreement exceeds the credit limit;
- c) Cardholder's failure to comply with any other term of this Agreement;
- d) Cardholder becomes the subject of bankruptcy or insolvency proceedings; or,
- e) Cardholder dissolves or ceases to exist.

In the event of a default, at Issuer's option, the full amount owing by Cardholder shall become immediately due and payable. Cardholder agrees to pay all reasonable costs of collecting the amount due, including court cost and attorney's fees to the extent permitted by law. If Cardholder defaults under this Agreement, upon payment of all unpaid balances due Issuer, Cardholder may request that their account be reinstated and fueling privileges at CLEAN ENERGY owned or operated stations returned. Issuer reserves the right to reject such a request by Cardholder, however, if such a request is granted by Issuer, a \$25.00 per card reactivation fee shall apply and become immediately due by Cardholder.

Increase in Credit: Issuer will request that credit reporting agencies provide credit history reports regarding Cardholder in connection with any extension or renewal of credit. After written request by Cardholder, Issuer will provide Cardholder with the

names and addresses of all credit reporting agencies who provide credit history reports to Issuer in connection with any extension or renewal of credit to Cardholder. All transactions under this Agreement, including the amount of credit extended, the balance outstanding at any time, and any failure to comply with the terms of this Agreement may be reported to credit reporting agencies.

Amendments: The terms of this Agreement may be amended by Issuer at any time by providing notice to Cardholder at Cardholder's last known address in writing at least thirty (30) days before the date on which the amendment becomes effective. Any amendment will not require the written consent of Cardholder. In the event that the Cardholder does not agree to the amendment, Cardholder will notify Issuer in writing, return the Card to Issuer, and pay the balance under the terms of the Agreement prior to the amendment,

Assignment: Cardholder will not assign or transfer the Card without the prior written consent of Issuer. Issuer may assign all or a part of this Agreement or Cardholder debts, in its sole discretion, without prior notice.

Governing Law: This Agreement and any transactions under the Agreement shall be governed by the laws of the state of California.

Entire Agreement: This Agreement is the entire Agreement between Issuer and Cardholder regarding the extension of credit from Issuer to Cardholder and supersedes all prior Agreements between Issuer and Cardholder.

Release and Indemnity: You hereby release CLEAN ENERGY from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use of performance of Card. You agree to indemnify, protect and hold harmless CLEAN ENERGY and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the Card.

Charges for Damages: In the event of station damage such as a drive-away whereby, the fueling hose is forcibly removed because the hose was not disconnected from the vehicle, and the cardholder is determined to be responsible, CLEAN ENERGY may charge the cardholder up to \$1500.00 per occurrence for damages.

Unauthorized Use: Cardholder must pay for charges made by Cardholder or by anyone authorized by Cardholder to use the subject account. Cardholder will not be responsible for unauthorized use of the card which occurs after you notify Issuer orally or by writing to the following address: CLEAN ENERGY, 3020 Old Ranch Parkway, Suite 400, Seal Beach, CA, 90740, (562) 493-2804. Unless otherwise agreed in accordance with applicable law, liability for unauthorized use shall not exceed \$50.00 (except accounts with 10 or more cards).

Number of Cards: If you request and receive 10 or more cards from Issuer, you also agree to be responsible for all unauthorized use of the cards not withstanding the language set forth above.

I have read the above Terms and Conditions of this Agreement and accept and consent to the terms and conditions stated.

Signature

Date

Printed Name and Title