

DIESEL FLEET CARE RG DEALER ALTERNATIVE DIESEL, LLC OPEN ACCOUNT BUSINESS AGREEMENT



Please complete the following form in its entirety. Incomplete applications may be returned unprocessed.

Please type or print legibly

Legal Business Name: _____

Business Name utilized (if different from above): _____

Billing Address: _____

City, State, Zip: _____ Telephone Number: _____

Form of Entity:

Corporation Limited Liability Company Partnership Limited Partnership Sole Proprietorship
 DBA DBA of whom? _____ other (describe) _____

Principle Business Activity: _____ Date Started: _____

How long in business under its present ownership? _____ (Note: If the business is sold, acquired, is a party to a merger, or the form of the entity is changed, you must notify us in writing, by certified mail, within (____) days of such change.

Federal I.D. #: ____-____ Tax Exempt: Yes No Number: _____ *If Yes, please attach certificate.*

Are purchase orders required? Yes No if so, are only specific individuals authorized to issue purchase orders?

Yes No . (Indicate yes only if your company is set up to manage "only authorized individual" situations.) Names of persons authorized to issue purchase orders: _____

Please provide a sample signature for each identified authorized individual. You must notify us in writing to cancel any such authorization.

Bank References:

Bank: _____ Address: _____ Phone: _____

Officer to Contact: _____

Trade References:

Company Name	Address	Contact Person	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____

Has this business or any predecessor in interest (general partners, if a general or limited partnership; owner, if a sole proprietorship) ever filed a petition in bankruptcy, been the subject of an involuntary petition in bankruptcy, or been the subject of a request for receivership?

Yes No If so, when? _____ State in which filed: _____

Signature required on reverse side TERMS & CONDITIONS OF OPEN ACCOUNT

(Please Read Carefully)

PAYMENT TERMS ON SERVICE AND PARTS SALES ARE NET 15 or 30 DAYS. RG DEALER ALTERNATIVE DIESEL, LLC reserves its right in its sole discretion to cancel/reduce credit and refuse to make future credit sales. Customer agrees to review immediately upon receipt, each statement and advise RG DEALER of any discrepancy/dispute within 7 business days of receipt of such statement. Failure to do so constitutes a waiver of any claim for such discrepancy/dispute.

An additional 5 % per monthly interest charge will be charged on all amounts not paid within 30 days after due date, both before and after judgment, and continuing each month until paid in full. In the event of default, RG Dealer Alternative Diesel, LLC reserves the right to place a mechanics lien on all vehicles with unpaid invoices over 180 days. The undersigned agrees to pay all costs of collection, including fees of any collection agency and attorney's fees whether hourly or contingent, but not to be less than 100 % of the amount due if contingent, together with costs of court and further agrees that any legal action brought hereunder may be brought in Hidalgo County, TX. No terms or conditions hereof may be changed except by written consent of RG DEALER 816 E. PALMA VISTA DR. PALMVIEW, TX 78572.

This Agreement shall be binding upon the successors and assigns of (Debtor) (“Debtor”) and regardless of any subsequent incorporation, reorganization, merger, consolidation of Debtor, change of partners, change of name or any other change in the composition of Debtor.

The undersigned warrants that he/she has the authority to execute this Open Account Agreement for Debtor and to bind said company to the terms contained herein and further certify that the information provided herein is true and correct. Customer further certifies that this request is for the extension of credit for business purposes.

Debtor hereby accepts and agrees to the terms and conditions stated above including the payment terms.

I/we hereby authorize you or your agent/representative to secure a credit report regarding Debtor from time to time in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting there from. Debtor further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration. A photocopy or facsimile copy shall be given the same effect as the original.

SIGNATURE REQUIRED TO PROCESS

DATED this ____ day of _____, 20 ____.

Debtor

_____ Signature

Print Name

Title: _____

Debtor SSN/EIN: _____

Address _____

Phone _____ Fax _____ E-mail

Contact Person: _____

Approved for Net: 15 or 30