



## **POMA HOLDING COMPANY**

**(Poma Distributing Company, Inc.)  
(Poma Automated Fueling, Inc.)  
(Poma Environmental Services)  
(Redwood Coast Petroleum, Inc.)**

### **CREDIT APPLICATION AND GUARANTEE AGREEMENT**

**(Complete all pages in full)**

**Please submit all fax applications to our secured fax line @ 909-546-1469**

Poma Holding Company  
571 West Slover Avenue  
P.O. Box 479  
Bloomington, Ca. 92316  
Phone: (909) 877-2441  
Fax: (909) 421-2422  
[www.pomacos.com](http://www.pomacos.com)

Redwood Coast Petroleum  
455 Yolanda Ave.  
Santa Rosa, Ca 95404  
Phone: 707-546-0766  
800-544-9411  
Fax: 707-526-4954  
[www.rcpetrol.com](http://www.rcpetrol.com)

**CREDIT LIMIT INFORMATION**

Combined Credit Limit Requested \$ \_\_\_\_\_  
 PAF       PDCI       PES       RCP

**APPLICANT INFORMATION**

Applicant Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip \_\_\_\_\_  
Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Web \_\_\_\_\_  
Entity Type    \_\_\_ C Corporation      \_\_\_ Partnership    \_\_\_ Sole Proprietor  
                  \_\_\_ S Corporation      \_\_\_ L.L.P.            \_\_\_ Other  
                  \_\_\_ L.L.C                    \_\_\_ Joint Venture  
If a corporation:    State of Incorporation \_\_\_ Date of Incorporation \_\_\_\_\_  
Fed Tax ID \_\_\_\_\_ Years in Business \_\_\_\_\_ Resale # \_\_\_\_\_

Do you require a federal tax exemption form?      Yes    No  
Do you require a state excise tax exemption form?      Yes    No  
*(The above forms are required for diesel purchased for off road purposes.)*

**FINANCIAL STATEMENTS**

**Required if credit limit request or use will be \$25,000 or greater**  
**1) Prior Fiscal Year (Audited if Applicable) and 2) Current Fiscal Year-to-date**

**BRANCHES AND /OR AFFILIATE COMPANIES**

Name

Physical Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

Physical Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

Physical Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INFORMATION FOR EACH INDIVIDUAL OWNER, PARTNER OR KEY OFFICER**

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Telephone (\_\_\_\_)** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Drivers License #** \_\_\_\_\_  
Copy of DL required for verification purposes only

**Social Security #** \_\_\_\_\_

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Telephone (\_\_\_\_)** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Drivers License #** \_\_\_\_\_  
Copy of DL required for verification purposes only

**Social Security #** \_\_\_\_\_

**TRADE REFERENCES**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** (\_\_\_\_) \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Fax** (\_\_\_\_) \_\_\_\_\_

**Contact** \_\_\_\_\_

**Acct #** \_\_\_\_\_

**Email** \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** (\_\_\_\_) \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Fax** (\_\_\_\_) \_\_\_\_\_

**Contact** \_\_\_\_\_

**Acct #** \_\_\_\_\_

**Email** \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** (\_\_\_\_) \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Fax** (\_\_\_\_) \_\_\_\_\_

**Contact** \_\_\_\_\_

**Acct #** \_\_\_\_\_

**Email** \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** (\_\_\_\_) \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Fax** (\_\_\_\_) \_\_\_\_\_

**Contact** \_\_\_\_\_

**Acct #** \_\_\_\_\_

**Email** \_\_\_\_\_



**AUTHORIZATION**

I have read and I understand and agree to the terms and conditions in this application. I authorize Poma and its subsidiaries or any of its designated agents, now or at any time in the future, to obtain credit reports and conduct any inquiry with regard to this credit and banking information. I authorize the references listed above to release to the Poma and its subsidiaries information related to the applicant. I warrant the above information including statements contained in financial statements provided in connection with this application to be true, accurate and complete.

\_\_\_\_\_  
Date \_\_\_\_\_  
Print Name and Title of Authorized Signatory

\_\_\_\_\_  
Company Name \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
I have witnessed the signature of the authorized signer, and have verified they are authorized to sign.

Sales representative is to sign and print name here. \_\_\_\_\_

**PERSONAL GUARANTEE**

The undersigned individual (“Guarantor”) hereby expressly authorizes Poma and its subsidiaries or any of its designated agents, now or any time in the future, to obtain a Consumer Credit Report. Guarantor does hereby personally, unconditionally and irrevocably guarantee to Poma and its subsidiaries, including those listed above the punctual performance by Applicant hereunder, including without limitation prompt payment of all sums due now or in the future for all credit sales to Applicant, including interest, collections costs and attorney fees. Upon any default by Applicant in performance or payment, Poma may make demand upon Guarantor for performance or payment of Applicant’s obligations to Poma. In such event, Guarantor shall promptly pay Poma the full amount owed and the failure to do so shall constitute a default by Guarantor and Poma may exercise whatever legal or equitable rights available. This guarantee is the immediate, direct and primary obligation against Applicant. Without limiting the generality of the foregoing, this guarantee shall remain in full force and effect without regard to, and shall not be impaired or affected by, nor shall Guarantor be exonerated or discharged by, and the Guarantor expressly waives all defenses based upon, any of the following events: (a) insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, assignment for the benefit of creditors, liquidation, winding up, dissolution, or death of Applicant or any other guarantor: (b) any limitation, discharge, or cessation of the liability of Applicant or any other guarantor, due to any statute, regulation or rule of law, or any invalidity or unenforceability in whole or in part of the documents evidencing indebtedness to Poma or any other guarantee: (c) any merger, acquisition, consolidation, or change in structure of Applicant, Guarantor, or any other guarantor of the indebtedness: (d) any sale, lease, transfer, or other disposition of any assets or shares of or ownership interest in Applicant, Guarantor, or any other guarantor of the indebtedness: (e) any removal, death, bankruptcy, reorganization, incapacity, discharge, or dissolution of any Applicant or Guarantor or any general or limited partner or member, beneficiary or trustee of Applicant or Guarantor: or (f) any cancellation, renunciation, or surrender of any debt instrument evidencing the indebtedness. Without limiting the generality of the foregoing or any other provision of this guarantee. Guarantor further expressly waives all defenses or benefits that might otherwise be available to Guarantor under California Civil Code Sections 2795, 2808, 2810, 2819 through 2825 (inclusive), 2832 and 2839, California Code of Civil Procedure Sections 359.5, 580b, and 726, California Uniform Commercial Code Section 9504 and similar laws of other jurisdictions. Guarantor further waives presentment, demand, and protest, and notice of presentment or protest, with respect to any instruments or documents relating to the indebtedness, waives notice of any extension, modification of this guarantee. Guarantor further agrees that in the event legal action is taken for the collection of any sums due, Guarantor shall pay all costs of such action including without limitation reasonable attorneys’ fees. The venue for any such action shall be the county in which the Poma subsidiary from which product is purchased has its principal office locates. Guarantor understands that this guarantee is a material part of the consideration for the extension of credit to Applicant by the Poma Companies. In the event payment is demanded by the Poma Holding Company and/or any of its subsidiaries the undersigned agrees to make payment within ten (10) calendar days.

\_\_\_\_\_  
Date \_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Print Guarantor Name \_\_\_\_\_  
Full Residence Address, City, State, Zip

\_\_\_\_\_  
D.L. # D.L. State \_\_\_\_\_  
Date of Birth Social Security #