



WHITE SWAN FARM SUPPLY CUSTOMER INFORMATION

COMPLETE ALL FIELDS

All fields must be fully completed for a credit review to be initiated.

COMPANY/ CUSTOMER INFORMATION

LEGAL BUSINESS NAME / CUSTOMER NAME			FEDERAL TAX ID/ SSN #		
ADDRESS		CITY		STATE	ZIP
PHONE		E-MAIL		FAX	
CHECK ONE	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> PROPRIETORSHIP	<input type="checkbox"/> LLC	YEARS IN BUSINESS
					DUNS # (if applicable)

PRODUCT INFORMATION

GASOLINE / ULSD
(All fomulations, dyed or un-dyed)



ESTIMATED MONTHLY VOLUME:

CREDIT LINE DESIRED: \$

PROPANE



ESTIMATED MONTHLY VOLUME:

DELIVERY TERMS:
 KEEP FULL UPON REQUEST

CUSTOMER CONTACTS AND PREFERENCES

NOTIFICATIONS

Check all options that apply for each person.

NAME	EMAIL
NAME	EMAIL
NAME	EMAIL

PRICING EMAIL DAILY	ORDER CONFIRM*	DRAFTS NOTICE	INVOICES	MONTHLY STATEMENTS	WEEKLY MARKET UPDATE*
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



***Order Confirmation** - Confirmation emailed with load details when order is confirmed.



***Weekly Market Update** - Very brief updates on fuel market conditions.

ACH / EFT AUTHORIZATION (PREFERRED)

1. AUTHORIZATIONS. As an authorized representative of the Customer identified below: (A) I authorize White Swan Farm Supply to initiate Automated Clearing House (ACH) / EFT debit and credit entries to Customer's bank account named to the right and (B) I authorize and direct said bank to promptly process all such entries.

2. TERMINATION. I agree and direct that (A) this authorization shall remain in full force and effect and can only be terminated following Customer's prior written notice to White Swan Farm Supply which prior notice period shall be the number of days as Customer's approved payment terms at the time, or 5 days, whichever is longer; and (B) no attempted termination by me shall affect debit entries initiated by White Swan Farm Supply prior to or during such notice period, and I specifically direct the bank to promptly honor and process all such debits, and if the balance is less than Desert Fuels' debit entry, to straightaway transfer to Desert Fuels such balance.

CUSTOMER OR BUSINESS NAME	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	
TITLE	DATE
BANK NAME	BANK PHONE
NAME ON BANK ACCOUNT	
ACCOUNT #	ROUTING #

ADDITIONAL PAYMENT OPTIONS

CASH

CHECK

CREDIT CARD



AUTHORIZATIONS and PURCHASE AGREEMENT

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TERMS AND CONDITIONS OF FUEL SALES

As an authorized representative of the business identified below ("Customer"), and as indicated by my signature immediately following the "Terms and Conditions of Fuel Sales" below, (i) I authorize White Swan Farm Supply to investigate the Customer and/or its owner(s) identified on page one, "Customer Information," for their credit worthiness via credit bureaus or any other reasonable means, and (ii) I authorize the references listed on page one to release the Customer's and/or owner(s), as applicable, personal, business, or financial information to White Swan Farm Supply.

TERMS AND CONDITIONS OF FUEL SALES

1. PAYMENT TERMS. Payment terms for all fuel sales are cash-on-delivery (COD) unless Customer is granted a credit line with different payment terms, as solely determined by White Swan Farm Supply. The granting of credit with different payment terms is not an agreement or promise to extend credit or payment terms, and White Swan Farm Supply may, for any reason and without notice, reduce or terminate the payment terms and credit line granted Customer, and declare any amount then owed immediately due. Customer agrees to pay White Swan Farm Supply upon demand a \$15 penalty for each check or attempted ACH returned unpaid. In the event the customer's account becomes delinquent it will be turned over to an attorney for collection.

2. LATE PAYMENT. Any payment not received when due shall after the due date accrue interest at 10% annually or at the maximum permitted legal interest rate, whichever is higher.

3. LIMITATION OF LIABILITY. Customer and White Swan Farm Supply agree that, unless caused solely by White Swan Farm Supply's gross negligence or intentional misconduct, Desert Fuels' total liability to Customer, its employees, and agents, arising out of any fuel sale, delivery, or delayed delivery by White Swan Farm Supply to or for Customer shall not exceed the net profit earned or earnable by White Swan Farm Supply for the fuel sale most directly linked to the alleged liability. WHITE SWAN FARM SUPPLY AND CUSTOMER AGREE THAT NEITHER WILL BE LIABLE TO THE OTHER FOR LOSS OF USE, PROFIT, BUSINESS, OR BUSINESS INTERRUPTION OR DELAY, OR EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR COSTS ARISING OUT OF ANY ORDER, SALE, DELIVERY, OR DELAYED DELIVERY OF FUEL BY WHITE SWAN FARM SUPPLY TO OR FOR CUSTOMER.

4. INDEMNIFICATION. Unless caused solely by White Swan Farm Supply gross negligence or intentional misconduct, Customer agrees to fully indemnify and hold harmless White Swan Farm Supply its employees, and agents from and against any loss, cost, damage, and expense resulting from claims for property damage, personal injury, bodily injury, death, or any other claim, at law or in equity, including attorneys' fees, arising out of any order, sale, delivery, or delayed delivery of fuel by Desert Fuels to or for Customer, or out of any re-sale or other conveyance of such or any other fuel to any party by Customer or its agents order. Customer agrees

this indemnification liability shall not be limited by any of its insurance limits or exclusions.

5. MEDIATION. Customer and White Swan Farm Supply agree that if a dispute arises under this Agreement and it is not resolved between the parties, the complaining party shall provide the other written notice containing its claim and specifying in detail the actions or failures to act that are alleged to be contrary to this Agreement, and the parties will in good faith attempt to resolve the dispute. If after fifteen (15) days following the non-complaining party's notice of the claim, the dispute remains unresolved, the complaining party may submit the dispute to professional mediation which shall be conducted in the city and state of the complaining party's headquarters and under the laws of the Yakama Nation.vvThe parties shall bear their own costs of mediation and shall equally share the costs due the mediator and AAA.

6. ARBITRATION. In the event mediation does not resolve the dispute, within fifteen (15) days of the conclusion of the mediation, the complaining party may, by notice to the other party, invoke arbitration as to the dispute. Arbitration shall be conducted in the city and state of the complaining party's headquarters by one (1) arbitrator pursuant to the Commercial Arbitration Rules of the AAA. The parties agree the arbitrator shall be an attorneys' well-versed in contract law and in good standing in the state where the arbitration is held. The parties agree that the arbitrator's decision shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof. The parties shall bear their respective arbitration costs, and the non- prevailing party, as solely determined by the arbitrator, shall bear the costs due the arbitrator and AAA.

7. NO WAIVER, SEVERABILITY, AND CONSTRUCTION. A party's waiver of a breach of any of these Terms or Conditions does not waive any later breaches of the same or other Terms or Conditions. If a court finds any Term or Condition unenforceable, the parties request the court to modify it to best reflect its intent as drafted, and all remaining Terms and Conditions shall have full force and effect. The parties acknowledge and agree that these Terms and Conditions shall be construed as if both parties had sufficient opportunity to influence their drafting.

8. DURATION. Open until terminated with seven (7) days prior notice by either party to the other.

9. NOTICE. Notice by email, US mail, facsimile, personal delivery, or actual notice by any means shall be sufficient.

10. GOVERNING LAW AND VENUE. This Agreement is made and entered into in the Yakama Nation, and the validity and enforceability of this Agreement shall be governed by the laws of the Yakama Nation except as expressly limited by the terms of this Agreement. Venue shall be in Yakama Nation.

AUTHORIZED SIGNATURE 		PRINTED NAME	
TITLE	CUSTOMER (LEGAL BUSINESS NAME)	DATE	