Rebel Oil Company, Inc.

Customer Checklist (Approved)



Rebel Warehouse Location:____

COMPANY INFORMATION		
Company name:		
Address:		
Telephone number:		
Fax number:		
A/P Contact person:		
A/P Contact email:		
A/P Contact Phone #		

			CHECKLIST	INTIALS
□ yes	□ no	□ N/A	Credit Application- Fill out completely and include product wants	
□ yes	□ no	□ N/A	Terms of Sale	
□ yes	□ no	□ N/A	Personal Guaranty	
□ yes	□ no	□ N/A	W-9	
□ yes	□ no	□ N/A	Retail Gas Cards	
□ yes	□ no	□ N/A	Certificate for Exemption (CA only)	
□ yes	□ no	□ N/A	DMV- Statement of Acknowledgement and Intended Use of Clear Kerosene	
□ yes	□ no	□ N/A	DMV- Statement of Acknowledgement and Intended Use of Dyed Special Fuel	
□ yes	□ no	□ N/A	PO required	
□ yes	□ no	□ N/A	Resale Tax Exemption Certificate	
□ yes	□ no	□ N/A	Fuel Tax Exemption Certificate	



Wholesale Petroleum Distribution Nevada • Arizona • California

Credit Application

Rebel Oil Company, Inc. 2200 S. Highland Drive Las Vegas, NV 89102

Phone:702-382-5866 Fax: 702-671-4173 Email: jennifer.h@rebeloil.com To REBEL OIL CO., INC for the purpose of procuring and establishing credit, from time to time, with REBEL, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

Location:	Las Vegas Kingman	Tonopah Hesperia	
	Warehouse	Bulk Delivery	
			Salesman:

Applicant- Business or Corporate Name			Contact			Date
Business Street Address		Billing Address				
City	State	Zip	City		State	Zip
Business Te	lephone	Business Fax		Year Business was Est.	# of Employe	ees
Estimate of	Monthly Purcha	se from Rebel	Account P Phone:	ayable Contact:		
Wholesale (Gas Cards: (ONLY: L	as Vegas & Tonopah)	Email:			
Yes No		Products:	Fuel	Quanity]	
If YES see Attachment			Lubricants			
Owners (If a	applicable)					

Name	Title	Email	Phone Number
Name	Title	Email	Phone Number
Name	Title	Email	Phone Number

Business References

Name	Phone Number	Fax Number	
Name	Phone Number	Fax Number	
Name	Phone Number	Fax Number	

Rebel Office Use:		
Notes:	Approved	Date:
	Denied	Ву:



Terms of Sale

Will Call Purchase- payment is due 15 days from the process date of the invoice (net 15), as stated on invoice. Invoices are processed and mailed bi-weekly.

Oil Purchases - (package/bulk)- Payment is due 30 day (net 30) from date of invoice.

Buik Fuel Purchases - (Truck/trailer and/or tank wagon)- Payment is due 10 days (net 10) from the date of invoice.

Applicant agrees that each of the terms and conditions of sale stated on this application shall be a term of contract. Applicant and Rebel are parties to a written contract. Rebel reserves the right to apply interest if purchases are not paid within terms stated. Interest charges will be due and payable on the thirtieth (30th) day after the original invoice date and will be charged monthly thereafter if applicable. If Rebel commences litigation or employs an attorney in order to secure payment of any sum due to it from Applicant, the Applicant agrees to pay a reasonable attorney fee in addition to all other sums due the undersigned warrants that.

Applicants agrees to terms on this _____ day of _____, 20___.

Federal Tax ID

Printed Name of Applicant

Resale Tax No.

Signature of Applicant

Title



Fuel Purchases

In consideration of REBEL OIL CO., INC. (referred to herein as "REBEL"), extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by REBEL within ten (10) days from the date of REBEL's invoice for said items. All accounts are due and payable at the remittance address shown on the REBEL invoice. Applicant agrees that each of the terms and conditions of sale stated on the REBEL invoices shall be a term of the contract of each sale from REBEL which have not been paid within ten (10) days from the invoice date, and Applicant agrees to promptly pay said interest charge. The interest charge will be due and payable on the eleventh (11th) day after the original invoice date, and an additional interest charge, computed on the same basis, will be due and payable every ten (10) days thereafter. Waiver of any one or more interest charge, computed on the same basis, will be due and payable every ten (10) days thereafter. Waiver of any one or more interest charges shall not be deemed to be waiver of future interest charges. Applicant and REBEL are parties to a written contract. If REBEL commences litigation or employs attorneys in order to secure payment of any sums due to it from Applicant, the Applicant agrees to pay a reasonable attorney's fee in addition to all other sums due. The undersigned warrants that the above agreement has been carefully read and that Applicant understands the same. Applicant authorizes REBEL to obtain credit and financial information concerning the Applicant at any time and from any source.

Franke date	on this	day of
Executed at	_, on this _	uay u

FEDERAL TAX ID

NAME OF APPLICANT

RESALE TAX NO.

SIGNED BY



Nevada * Arizona * California

Lubricant Purchases

In consideration of REBEL OIL CO., INC. (referred to herein as "REBEL"), extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by REBEL within thirty (30) days from the date of REBEL's invoice for said items. All accounts are due and payable at the remittance address shown on the REBEL invoice. Applicant agrees that each of the terms and conditions of sale stated on the REBEL invoices shall be a term of the contract of each sale from REBEL which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said interest charge. The interest charge will be due and payable on the thirty-first (31st) day after the original invoice date, and an additional interest charge, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more interest charge, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more interest charges shall not be deemed to be waiver of future interest charges. Applicant and REBEL are parties to a written contract. If REBEL commences litigation or employs attorneys in order to secure payment of any sums due to it from Applicant, the Applicant agrees to pay a reasonable attorney's fee in addition to all other sums due. The undersigned warrants that the above agreement has been carefully read and that Applicant understands the same. Applicant authorizes REBEL to obtain credit and financial information concerning the Applicant at any time and from any source.

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FEDERAL TAX ID

NAME OF APPLICANT

RESALE TAX NO.

SIGNED BY



Wholesale Petroleum Distribution Nevada - Arizona - California

WILL CALL Purchases

In consideration of REBEL OIL CO., INC. (referred to herein as "REBEL"), extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by REBEL within fifteen (15) days from the date of REBEL's invoice for said items. All accounts are due and payable at the remittance address shown on the REBEL invoice. Applicant agrees that each of the terms and conditions of sale stated on the REBEL invoices shall be a term of the contract of each sale from REBEL which have not been paid within fifteen (15) days from the invoice date, and Applicant agrees to promptly pay said interest charge. The interest charge will be due and payable on the sixteenth (16th) day after the original invoice date, and an additional interest charge, computed on the same basis, will be due and payable every fifteen (15) days thereafter. Waiver of any one or more interest charge, computed on the same basis, will be due and payable every fifteen (15) days thereafter. Waiver of any one or more interest charges shall not be deemed to be waiver of future interest charges. Applicant and REBEL are parties to a written contract. If REBEL commences litigation or employs attorneys in order to secure payment of any sums due to it from Applicant, the Applicant agrees to pay a reasonable attorney's fee in addition to all other sums due. The undersigned warrants that the above agreement has been carefully read and that Applicant understands the same. Will Call charge accounts carry a 5% handling fee of total charges of each month, shown on statement. Applicant authorizes REBEL to obtain credit and financial information concerning the Applicant at any time and from any source.

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FEDERAL TAX ID

NAME OF APPLICANT

RESALE TAX NO.

SIGNED BY



Personal Guaranty

Applications are not processed without Guaranty signature

For value received and to induce REBEL OIL CO., INC. ("REBEL") to extend credit to the Customer(s) shown on the reverse side hereof, the Guarantor (even if more than one) hereby warrants and unconditionally guarantees to REBEL the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness obligations and liabilities of Customer to Rebel, including finance charges applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for, or established credit line. Guarantor further agrees to pay all expenses, including expense of court costs and attorney's fees paid or incurred by Rebel in endeavoring to collect such indebtedness of any part thereof or in enforcing this Guaranty.

Guarantor waives all notices and demands of any kind, and hereby consents to all agreement whatsoever with Customer, including without limitation agreement and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder, Rebel may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without the same discharging, releasing, or in any manner affecting the liability of Guarantor hereunder.

This Guaranty shall be enforceable before or after proceeding against Customer, or simultaneously therewith, and without resort to any security.

The incorporation, merger, reorganization or sale of the Customer's business shall not operate as a termination of this Guaranty, and the guaranty shall continue as to credit extended such other entity.

This guaranty shall continue in force until notice in writing of termination sent by registered or certified mail, return receipt requested, is received by Rebel, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date not to be less than seven (7) days after the described notices received and shall not affect transactions with Customer entered into prior to the termination date.

This Guaranty is enforceable against the undersigned Guarantors whether or not the signatures are witnessed.

WITNESS	DATE	GUARANTOR	SOCIAL SECURTY #
WITNESS	DATE	GUARANTOR	SOCIAL SECURTY #



Wholesale Petroleum Distribution Nevada • Arizona • California

RETAIL GAS CARDS

(Only: Las Vegas & Tonopah)

Number of RETAIL GAS CARDS: _____

ADDITIONAL CARD NOTES/ SPECIAL INSTRUCTIONS (name on card Etc.)

CIRCLE:				
PROCESS:	11-(PIN# ONLY)	15-(ODM/PIN#)	31-(VEH#&PIN#)	35- (PIN#, ODM & VEH#)
GROUP:	NONE / (B) -UNL	D/DSL (C)-DSL ONLY	(D)-UNLD ONL)	(E)-PREM ONLY
GAL LIMIT:	NONE /	-		
REQUESTED B	Y:		PH:	

Request for Taxpayer Identification Number and Certification

➤ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. □ Individual/sole proprietor or single-member LLC □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners) Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner or U.S. federal tax purposes. Otherwise, a singling is disregarded from the owner should check the appropriate box for the tax classification of its owner □ Other (see instructions) ►	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
	a yraciaco (initiati) that i have the state why are state in the	Requester's name a	nd address (optional)
Par	t I Taxpayer Identification Number (TIN)		
backı reside	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> ater.	ora	
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.			identification number

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpaver identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of	
Here	U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- . Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. Certificate for Exemption from the Additional State Sales and Use Tax Imposed Under Sections 6051.8 and 6201.8

This certificate may be issued by a purchaser whose fuel purchase is exempt from the diesel fuel taxes imposed under section 60050 and not subject to the backup tax imposed under section 60058 or the payment requirement specified in section 60108 of the Revenue and Taxation Code.

This certificate may be issued by a purchaser whose fuel purchase is subject to the payment requirement specified in section 60502.20f the Revenue and Taxation Code.

This certificate entitles the seller to exclude the sale amount from the measure of sales subject to the additional state sales and use tax imposed on sales and purchases of diesel fuel under sections 6051.8 and 6201.8 of the Revenue and Taxation Code.

I HEREBY CERTIFY: That the purchase of diesel from

[] is exempt from diesel fuel taxes (e.g., exempt train operators or exempt off-highway use).

The purchase is not subject to the additional state sales and use tax because it is exempt from the diesel fuel taxes imposed under Revenue and Taxation Code section 60050 and not subject to the backup tax imposed by section 60058 or the payment requirement specified in section 60108.

OR

[] is purchased by an exempt bus operator.

The purchase is not subject to the additional state sales and use tax because it is subject to the payment requirement specified in Revenue and Taxation Code section, 60502.2.

In the event the diesel fuel is not used in a manner which entitles me to an exemption from the additional state sales and use tax, it is understood that I am required by the Sales and Use Tax Law to report and pay the additional sales tax imposed by Revenue and Taxation Code section 6051.8 on the sales price of the diesel fuel to me, with applicable interest, as if I were a retailer making a retail sale of the diesel fuel at the time the fuel is so used. This certificate is valid until revoked in writing by the purchaser.

Purchaser:

(Company Name)

Address:		
Phone Number:		
Signature:	Date:	
(Signature of Authorized Agent)		
Title:		
(Owner, I	Partner, Purchasing Agent, etc.)	
License/permit No. (if any):		
(Exempt bus	operator, train operator, fuel registration)	•

https://www.boe.ca.gov/lawguides/business/cu rrent/bt/g/vol1/sutr/1598, html



Statement of Acknowledgement and Intended Use of Clear Kerosene

NRS 366.190 and NAC 366.155

This statement serves as an agreement between the purchaser and retailer or supplier that any clear kerosene purchased or otherwise distributed, will be used exclusively for home heating purposes.

Additionally, pursuant to NRS 366.155, the purchaser understands the use of clear kerosene for anything other than home heating purposes will subject the purchaser to disciplinary action.

NRS 366.190 Rate of tax.

1. Except as otherwise provided in subsection 2, a tax is hereby imposed at the rate of 27 cents per gallon on the sale or use of special fuels.

2. A tax is hereby imposed at:

(a) The rate of 19 cents per gallon on the sale or use of an emulsion of water-phased hydrocarbon fuel;

(b) The rate of 22 cents per gallon on the sale or use of liquefied petroleum gas; and

(c) The rate of 21 cents per gallon on the sale or use of compressed natural gas.

NAC 366.155 Supplier to require certain proof from purchaser before selling fuel without collecting taxes. (NRS 366.110, 366.207) For the purposes of NRS 366.207, every special fuel supplier shall require proof that a purchaser is either eligible to defer the payment of or exempt from the payment of taxes imposed pursuant to the provisions of NRS 366.190 before selling to that purchaser any special fuel without collecting the taxes.

All administrative fines assessed by the Motor Carrier Division are unrelated to any fines or penalties assessed or any other action taken by law enforcement officers.

It is understood the purchaser has the responsibility to control access to any clear kerosene stored or maintained at a separate facility owned or otherwise controlled by him or her; and to ensure the kerosene is used exclusively for home heating purposes.

Failure to abide by the terms of this agreement will immediately prohibit the purchaser from having access to clear kerosene sold or otherwise distributed by the company entering into this agreement with the purchaser.

MC371 - Statement of Acknowledgement and Intended Use of Clear Kerosene

Purchaser Information

Name of Purchaser

Address of Purchaser (include city, state, zip)

Account Number (if applicable)

Date

Signature of Purchaser (under penalty of perjury)

Printed Name/Title

Company Name (if applicable)

A statement from the purchaser regarding intended use of the clear kerosene <u>must</u> be included:

Retailer or Supplier Information

REBEL OIL COMPANY, INC.

Name of Retailer or Supplier

2200 S. HIGHLAND DRIVE, LAS VEGAS, NV 89102

Address of Retailer or Supplier (include city, state, zip)

13475

Supplier Account Number (if applicable)

06/05/2019 Date

Signature of Retailer/Supplier (under penalty of perjury)

DANA CASON TEEPE/CEO

Printed Name/Title

REBEL OIL COMPANY, INC.

Company Name

Brian Sandoval Governor





Motor Carrier Division 555 Wright Way Carson City, NV 89711 – 0600 (775) 684-4711

Statement of Acknowledgement and Intended Use of Dyed Special Fuel

This statement serves as an agreement between the purchaser and retailer or supplier that any dyed special fuel purchased or otherwise distributed, will be used exclusively for off-road and/or non-taxable purposes and the access to such dyed special fuel will be controlled.

Additionally, pursuant to NRS 366.735, the purchaser understands the use of dyed special fuel for anything other than off-road and/or non-taxable purposes will subject the purchaser to disciplinary action.

NRS 366.735 Misuse or alteration of exempt special fuel: Administrative fine.

1. The Department may take disciplinary action in accordance with subsection 2 against any person who:

(a) Sells or stores any dyed special fuel for a use which the person selling or storing such fuel knows, or has reason to know, is a taxable use of the fuel;

(b) Willfully alters or attempts to alter the strength of composition of any dye in any special fuel intended to be used for a taxable purpose; or

(c) Uses dyed special fuel for a taxable purpose.

2. For any violation described in subsection 1, the Department may:

(a) If the violation is a first offense, impose an administrative fine of not more than \$2,500 and suspend any license issued to that person pursuant to this chapter for not more than 30 days;

(b) If the violation is a second offense within a period of 4 years, impose an administrative fine of not more than \$5,000 and suspend any license issued to that person pursuant to this chapter for not more than 60 days; and

(c) If the violation is a third or subsequent offense within a period of 4 years, impose an administrative fine of not more than \$10,000 and revoke any license issued to that person pursuant to this chapter.

All administrative fines assessed by the Motor Carrier Division are unrelated to any fines or penalties assessed or any other action taken by law enforcement officers.

It is understood the purchaser has the responsibility to control access to any dyed special fuel stored or maintained at a separate facility owned or otherwise controlled by

him or her; and to ensure the fuel is used exclusively for off-road and/or non-taxable purposes. Failure to control access to the dyed special fuel may result in an administrative fine of not more than \$10,000.00 for each violation. Additionally, any person distributing dyed special fuel must ensure a signed agreement from each purchaser is on file prior to distribution and is presented to the Department upon request.

Failure to abide by the terms of this agreement will immediately prohibit the purchaser from having access to dyed special fuel sold or otherwise distributed by the company entering into this agreement with the purchaser.

Purchaser Information

Name of Purchaser Address of Purchaser (include city, state, zip) Account Number (if applicable) Date Signature of Purchaser (under penalty of perjury) Printed Name/Title Company Name (if applicable) A statement from the purchaser regarding intended use of the dyed diesel fuel must be included: **Retailer or Supplier Information** REBEL OIL COMPANY, INC. Name of Retailer or Supplier 2200 S. HIGHLAND DRIVE, LAS VEGAS, NV 89102 Address of Retailer or Supplier (include city, state, zip) 13475 06/05/2019 Supplier Account, Number (if applicable) Date Dana Cason Leepe

Signature of Retailer/Supplier (under penalty of perjury) DANA CASON TEEPE/CEO

Printed Name/Title REBEL OIL COMPANY, INC.

Company Name