



New Account Application

For Business Accounts

Big Island Energy Company, LLC.
Last updated: April 21, 2021

Included in this application packet are three forms:

1. Business Account Credit Application
2. Card Request Form
 - a. *(Optional)*
 - i. If you are not planning to use the BIEC Fueling System at this time, simply sign at the bottom and leave all the other fields blank.
 - b. If you require more cards than the form allows, please contact us.
3. Direct Payment Authorization Form (ACH)
 - a. *(Optional)*
 - i. If you do not want to enroll in the Direct Payment Plan, simply sign at the bottom and leave all the other fields blank.
 - b. You can omit the "Account Name" and "Account Number" fields – these will be assigned after the credit application is approved.

Big Island Energy Company, LLC. Business Account Credit Application

50 Kukila St. Hilo, HI 96720 (808) 969-1411 Fax: (808) 935-8329

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Registered Name of Business _____

Type of Business LLC Corporation Partnership Sole Proprietorship

Nature of Business: _____ Referred by: _____
E.g. construction, agriculture, etc. Name of salesperson / employee

Business Street Address _____

City _____ State _____ Zip _____

Business Mailing Address _____

City _____ State _____ Zip _____

Primary / AP Contact _____ Phone _____

Email Address (@) _____ Sign up for Paperless: Statements Receipts

Fed. Tax ID # _____ HI GET # _____

Name of Principal _____ Phone _____

Residence Address _____ Email _____

Estimated Monthly Purchases (dollar amount) _____

Credit References (Please provide at least two)

For example: Auto Part Stores, businesses with open charge accounts, etc.

Company _____ Ph# _____

Company _____ Ph# _____

Company _____ Ph# _____

Banking Information

Name of Institution _____

Branch _____

Account # _____ Type of account: Checking Savings Brokerage

Release of Information

I hereby authorize the above-named credit references, banks, credit unions, and/or brokerage firms to release any and all information requested by Big Island Energy Company, LLC. relating to any accounts or business dealings I have with the above-referenced institutions.

Signature

Date

Print Name

Title

**BIG ISLAND ENERGY COMPANY, LLC. CREDIT SALE CONTRACT
(BUSINESS)**

This Credit Sale Contract is entered into by Big Island Energy Company, LLC., whose mailing address is 50 Kukila St., Hilo, Hawaii hereinafter referred to as "BIEC" and the person(s) signing this Agreement below as "Guarantor" and/or as "Customer" who is hereinafter referred to as "Customer." This Contract defines the terms for the use of the BIEC Motor Fueling System ("MFS") and payment for fuel purchased through the MFS and the purchase of bulk fuels and lubricants. As used in this Contract, Customer may also be referred to as "I", "you," "me," "Buyer," "we" and "your."

1. **Credit Approval** I (we) consent to and authorize BIEC to obtain and use a consumer credit report relating to me and obtain such reports from time to time as may be required by BIEC in my ongoing credit evaluation by BIEC. The receipt of this Credit Sale Contract signed by you and delivered to BIEC shall not be deemed an approval of the credit requested until and unless it is approved by BIEC. BIEC reserves the right to refuse the extension of credit to any Customer, unless prohibited by law.
2. **Statement** – Big Island Energy Company, LLC. will send a monthly and/or bi-monthly statement ("Statement") for all purchases of all products/services applicable to the current bi-monthly period and/or prior month activity depending upon the service type noted below. Customer shall use their statement as their reference to ensure that all charges are correctly noted. This statement is for informational purposes only unless noted in the payment section.
3. **Payment Terms based on Service Type** – Customer will be required to make payments applicable to their statement history as follows to prevent any late fees from occurring:

Service Type(s)	Payment Terms
Lubricant Deliveries Fuel Deliveries	Net 15-Days from Invoice Date Net 15-Days from Invoice Date
Card-Lock <ul style="list-style-type: none">• Red Diesel Purchases• Clear Diesel Purchases• Gas	Net 15-Days from Invoice Date Net 15-Days from Invoice Date Net 15-Days from Invoice Date

Customer will receive either a monthly statement and/or invoice upon delivery date for the purchases of all products. Customer shall pay the total amount shown based on the above payment terms. If any payment is made on the account by check, money order, or other item that is returned unpaid after being sent for collection, a returned check charge of \$30.00 (plus tax) will be assessed to the customer account.

If full payment is not MADE BY the above payment terms based on the service types, Customer agrees to pay a Finance Charge at the rate of one and one-half percent (1.5%) per month. The Annual Percentage Rate of the Finance Charge is EIGHTEEN percent (18%) per annum commencing on the payment terms APPLICABLE against your statement date and/or invoice due date.

4. **Cancellation** BIEC reserves the right to terminate and cancel any accounts that are not paid when due as set forth herein. BIEC further reserves the right to cancel this Contract at any time, for any reason including, but not limited to, violations of the BIEC Fueling System Agreement.
5. **Cost of Collection**. If any sums due to BIEC shall not be paid in the accordance with the terms hereof and the account is placed into the hands of an attorney or collection agency for collection, or if suit is brought hereunder, Customer further promises and agrees to pay, in either case, all costs and fees of prejudgment and post judgment collection efforts by an attorney or collection agency to collect all sums hereunder to the maximum amount allowed by law.
6. **Pin Numbers Lost or Stolen Cards**. I agree to keep my personal identification number(s) (PIN) separate from any cards issued to me, so that if a card is lost or stolen, the PIN will not be available for an unauthorized user. I agree not to write my PIN number(s) on my card. In the event the card is lost or stolen I will notify BIEC immediately at (808) 969-1411 or in person. Notice of a lost or stolen card must be given to a person at BIEC. Leaving a message on an answering device is not notice.
7. **Liability for Payment**. I agree to pay all charges made by me or by any person on any account opened for me by BIEC including those charges that were unauthorized even if my card has been lost or stolen, unless prohibited by law, until I notify BIEC by actually talking to a person at BIEC (or by written notice the receipt of which has been acknowledged by BIEC) of the cards theft or loss **and** the cards or PIN number(s) have been canceled by BIEC.
8. **Liability for Damages**. You will be responsible and liable for all costs, expenses, claims, personal injuries, and damages to the fueling facility and to other customers caused by you or by any person who possesses your card and uses the fueling facility.

NOTICE TO THE CUSTOMER

Do not sign this Contract before you read it. When you sign this Contract, you are entitled to a copy of it, that is filled in, in every necessary respect. It is recommended that you retain a copy of this signed Contract in your files. This Contract is covered by Hawaii’s Credit Sale Law, and you have the rights of a Buyer under that Law. You also may have rights under other state and federal laws.

CREDIT SALE CONTRACT

Customer's Signature

Social Security Number (last 4 digits)

Date

If Customer will be using the BIEC Motor Fueling System card for business, commercial, or agriculture purposes or the Customer is a corporation, limited liability company, limited partnership, general partnership, or limited liability partnership then Hawaii's Credit Sale Law will not apply to this Contract.

PERSONAL GUARANTEE

For value received, the undersigned Guarantors do hereby jointly and severally and unconditionally guaranty payment of all sums required to be made hereunder by the Customer. If Customer fails to make any payment due to BIEC the Guarantors hereby agree to pay the unpaid outstanding principal balance plus interest and costs accrued on demand. The Guarantors understand and agree that this is a continuing personal guaranty and it shall obligate the Guarantors to pay all future charges made by the Customer. This continuing, unconditional personal guaranty shall be binding upon Guarantor's respective heirs, personal representative, successors and assigns, and shall insure to the benefit of BIEC and their successors and assigns.

Guarantor's Name

Residence Address

Guarantor's Signature

Social Security Number (last 4 digits)

Date

Phone Number

Email Address

Guarantor's Name

Residence Address

Guarantor's Signature

Social Security Number (last 4 digits)



Date

Phone Number

Email Address

**Big Island Energy Company, LLC.
Business Account Card Request Form**

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Please fill out the below form for each fuel card and driver requested.

Choose any or all of the three available fuel types: Gasoline, Highway Diesel, Dyed Off-road Diesel

An optional Odometer Prompt is also available for your convenience.

The purchase of Dyed Off-road Diesel requires an M-38 form – you can find it online at the [State of Hawaii Tax Forms](#)

If you are not planning on using the BIEC Fueling System at this time please fill out the **Authorized Person on Account** section below and leave the **Fuel Cards Information** section blank.

Drivers (Pins) can be shared across all cards on the account

Card Label / Description and Driver Name will show up on the monthly statement

Fuel Cards Information

#	Card Label / Description <i>(eg: Vehicle, License Plate, etc.)</i>	Gasoline	Highway Diesel	Dyed Off-road Diesel	DEF Diesel Exhaust Fluid *	Odometer Prompt	Other Information
1							
2							
3							
4							
5							
6							

*The purchase of DEF at the pumps is only available for at our Kona Fueling Facility.

Driver Information

#	Driver Name	Requested Pin	Other Information
1			
2			
3			
4			
5			
6			

Authorized Person on Account

The person who signs below will be authorized to make changes to cards / pins on the account.

Print Name

Signature

Date

Title

Phone Number

Email Address



**BIG ISLAND ENERGY CO. LLC
DIRECT PAYMENT PLAN**

Call Us! 808.969.1411

Our **Direct Payment Plan** allows you to have your payment deducted automatically from your checking account.

The Direct Payment Plan will help you in several ways:

- o It saves time--fewer checks to write.
- o Helps meet your commitment in a convenient and timely manner—even if you're on vacation or out of town.
- o No lost or misplaced statements, your payment is always on time—it helps maintain your good credit standing.
- o It saves postage.
- o Timely payments avoid finance charges.
- o Timely payments avoid credit holds.

Here is how the Direct Payment Plan Works

Your monthly statements balance due will be withdrawn from your checking account on the day you choose; either the 10th or 15th of the following month. For example, your January statement balance due will be withdrawn from your account in February, either the 10th or 15th, depending upon your personal choice.

IMPORTANT INFORMATION

ENROLLMENT: Complete and return the AUTHORIZATION FORM below. Please attach a voided check to verify your bank routing/transit and account number. If the form is received by the 25th of the month, your payment will be deducted on the 10th or 15th (your personal choice) of the following month.

PAYMENT WITHDRAWALS: Your monthly statement's balance due will be withdrawn on the day you choose: either the 10th or 15th of the month. In any payment month, if your payment day falls on a weekend or holiday, the payment will be withdrawn on the next business day.

ACCOUNT CHANGES: If you change your bank or bank account, you must submit a new, complete AUTHORIZATION FORM. These or any other changes or cancellations require written notification by the 25th of the month for an effective date of the following month.

STOP PAYMENTS: Stop payment requests should be arranged through your bank.

REJECTED PAYMENTS: A charge of \$30.00 will be assessed for each rejected payment. Any unresolved rejected payment may result in immediate credit hold.

AUTHORIZATION FORM

I authorize BIG ISLAND ENERGY CO. LLC to initiate electronic debit entries to my checking account for payment of my BIG ISLAND ENERGY COMPANY CO. LLC account.

My Big Island Energy Co. LLC account name is: _____

My Big Island Energy Co. LLC account number is: _____

My phone number is: _____

My email address for invoicing: _____

use email address from credit application

I prefer the following day for my monthly payment: 10th

15th

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U. S. law. This authority will remain in effect until I have cancelled it in writing.

Financial Institution Name: _____

Financial Institution City and State: _____

Financial Institution Routing/Transit Number: _____

Account Number at Financial Institution: _____

Name as it appears on Bank Account: _____

Your Signature: _____

Date: _____

PLEASE STAPLE A VOIDED CHECK TO THIS FORM - PLEASE KEEP A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS