



Please mail or fax application to  
 Customer Service at:  
 4675 MacArthur Court, Suite 800,  
 Newport Beach, CA 92660  
 Fax: (949) 724-1397  
 Call: (866) 809-4869

### PAY-AS-YOU-GO APPLICATION

This Application consists of the Credit Application and the Terms and Conditions.  
Both documents must be signed and returned to CLEAN ENERGY to process your application.

#### SECTION 1. Please print all information clearly.

Business Name: \_\_\_\_\_ Tax ID No.: (if applicable) \_\_\_\_\_

Customer First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt./Suite #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address (if different from Street address) (No P.O. Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Fax Phone: ( ) \_\_\_\_\_

Drivers License Number/State of Issuance \_\_\_\_\_ Social Security Number \_\_\_\_\_

#### SECTION 2. Ownership, Credit References, Payment Options.

**Company Structure:**  
 Corporation  Partnership  Sole Proprietorship  Government  Non Profit  Other \_\_\_\_\_

**Tax Exempt?:**  No  Yes **Tax Exempt Status:** (must supply exemption certificates for all boxes checked)  
 Federal  State  County  Municipal  School  501C  Decal State: \_\_\_\_\_ Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_

**Credit References (attach additional sheets if necessary)**

| Name: | Address: | Account Number: | Telephone No.: |
|-------|----------|-----------------|----------------|
|       |          |                 |                |


Credit/Debit Card (Check One):  Visa  MasterCard  American Express

Cardholder's Name: \_\_\_\_\_

Credit/Debit Card Number: \_\_\_\_\_ V-Code: \_\_\_\_\_

Expiration (mm/YYYY): \_\_\_\_\_

**NOTE:**  
 IF PERMITTED BY  
 LAW, YOU SHALL PAY  
 ANY SURCHARGES  
 INCURRED BY CLEAN  
 ENERGY RELATED TO  
 YOUR PAYMENT TO  
 CLEAN ENERGY VIA  
 CREDIT CARD



#### SECTION 3. Additional Information.

How many natural gas vehicles will you be operating? \_\_\_\_\_

What is the Maximum Gallon Capacity of your Vehicle? \_\_\_\_\_ Number of fueling cards requested: \_\_\_\_\_

Would you like a name or vehicle ID assigned to each card?  Yes  No If yes, please list on separate paper

Would you like a driver ID prompt?  Yes  No Would you like an Odometer Prompt?  Yes  No

#### SECTION 4. Authorization.

I have reviewed the information provided by Applicant on this application, and certify that the information is complete, true and correct and that any other financial information Applicant gives is true and correct. Applicant authorizes Clean Energy to investigate the references, statements and other information for the purposes of credit evaluation, renewals or extensions of credit, and for the purpose of taking collection action on any extension of credit. The undersigned hereby certifies that he or she is duly authorized to sign this application on behalf of Applicant and that the Applicant hereby agrees to the terms and conditions stated in this application.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

| Clean Energy Use Only       |                                      |
|-----------------------------|--------------------------------------|
| Customer Account #:         | Card #s (attach list if necessary):  |
| Accounting Approval:        | Credit Rating/Score:                 |
| Marketing Approval:         | Credit Limit:                        |
| Accounting Disapproval:     | Score/Reason:                        |
| Fuel Training Completed by: | Date card(s) Issued: _____ By: _____ |

## Terms and Conditions

By signing the attached fueling application ("Application") requesting a Pay-As-You-Go fueling card ("Card" or "Fuel Card") from CLEAN ENERGY ("Issuer"), the Applicant (also referred to as "Cardholder" and sometimes referred to hereafter as "you") agrees as follows:

You authorize CLEAN ENERGY to charge the credit card identified on the Application (the "Credit Card") for all natural gas purchases from CLEAN ENERGY natural gas stations using your Fuel Card, at the price posted at such stations or at the price(s) agreed to by Cardholder and Issuer pursuant to a separate agreement between Cardholder and Issuer. You authorize CLEAN ENERGY to charge the Credit Card for such fueling charges in various amounts, and at such times (and frequency) as Issuer may, in its sole discretion, determine. You agree that in the event any Credit Card charge is not honored, you remain obligated to pay to CLEAN ENERGY the amounts due, together with any applicable late charges, along with any Credit Card fees for such denied charges.

If your Credit Card denies payment of any fuel charge, CLEAN ENERGY shall have the right, in its sole discretion, to terminate your fueling privileges at that time, and you agree to deliver the Fuel Card to CLEAN ENERGY immediately upon demand.

You will promptly review your Fuel Card statement and notify Issuer if you have any questions regarding any charges. Charges not questioned within 30 days will be deemed valid.

Cardholder agrees that: (i) the rights set forth herein and the credit extended hereunder shall only be used for business and commercial purposes and not personal, family or household use; and (ii) Cardholder acknowledges and agrees that it is solely responsible for taking all safety precautions related to and obtaining any training necessary for the safe fueling of natural gas vehicles at the Stations. Cardholder hereby releases CE from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner related to its or its agents' use of the Stations.

You will immediately report to Issuer any changes to your name, mailing address, telephone number, and any changes to the Credit Card number or expiration date.

**Unauthorized Use:** You will promptly notify Issuer if the Fuel Card is lost or stolen. Cardholder must pay for charges made by Cardholder or by anyone authorized by Cardholder to use the Fuel Card. Cardholder will not be responsible for unauthorized use of the Fuel Card which occurs after you notify Issuer orally or in writing to the following address: CLEAN ENERGY, 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660 (866.809.4869). Unless otherwise allowed pursuant to applicable law, liability for unauthorized use shall not exceed \$50.00.

**Payment:** Cardholder will pay Issuer at the place indicated on the statement all credit obligations under this agreement. Cardholder must pay the full amount shown on each statement by the due date indicated on the statement. If Issuer does not receive payment in full by the due date on Cardholder's statement, Issuer may charge Cardholder a late fee of 1.5% per month or the maximum allowed by law. Issuer may use a collection agency to collect late payments and Cardholder agrees to pay collection agency fees which Issuer may incur to collect payment. Cardholder acknowledges and agrees that it will be billed in the applicable unit of measure as determined by Clean Energy (Diesel Gallon Equivalent (DGE) or Gasoline Gallon Equivalent (GGE)).

**Termination of Agreement:** Issuer or Cardholder may terminate this agreement at any time. Following termination, you will remain responsible for payment of amounts you owe, if any, under this agreement. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties, in accordance with applicable law. If this Agreement is terminated at any time for any reason, CLEAN ENERGY will charge a \$35.00 reactivation fee per card (subject to change in CLEAN ENERGY's sole and absolute discretion) to reinstate fueling privileges at CLEAN ENERGY owned or operated stations.

**Cardholder's Duties:** The Card is property of the Issuer, and the Cardholder will surrender the Card on demand. Issuer may revoke or repossess the Card at any time. Cardholder will not use the Card to obtain credit in excess of Cardholder's credit limits.

**Credit:** Issuer may request that credit reporting agencies provide credit history reports regarding Cardholder in connection with any extension of credit. After written request by Cardholder, Issuer will provide Cardholder with the names and addresses of all credit reporting agencies who provide credit history reports to Issuer in connection with any extension of credit to Cardholder. All transactions under this agreement, including the amount of credit extended, the balance outstanding at any time, and any failure to comply with the terms of this agreement may be reported to credit reporting agencies.

**Default:** Any of the following events shall constitute default under this agreement and require the immediate payment of all amounts due under this agreement.

- Cardholder's failure to make any payment by the due date under this agreement;
- The total balance due under this agreement exceeds the applicable credit limit (if applicable);
- Cardholder's failure to comply with any other term of this agreement;
- Cardholder becomes the subject of bankruptcy or insolvency proceedings; or
- Cardholder dissolves or ceases to exist.

In the event of a default, at Issuer's option, the full amount owing by Cardholder shall become immediately due and payable. Cardholder agrees to pay all reasonable costs of collecting the amount due, including court costs and attorney's fees to the extent permitted by law. If Cardholder defaults under this agreement, upon payment of all unpaid balances due Issuer, Cardholder may request that their account be reinstated and fueling privileges at CLEAN ENERGY owned or operated natural gas stations returned. Issuer reserves the right to reject such a request by Cardholder, however, if such a request is granted by Issuer, a \$25.00 per card reactivation fee shall apply and become immediately due by Cardholder.

**Amendments:** The terms of this agreement may be amended by Issuer at any time by providing written notice to Cardholder at Cardholder's last known address in writing at least fifteen (15) days before the date on which the amendment becomes effective. Any amendment will not require the written consent of Cardholder. In the event that the Cardholder does not agree to the amendment, Cardholder will notify Issuer in writing, return the Card to Issuer, and pay the balance under the terms of the agreement prior to the amendment effective date.

**Assignment:** Cardholder will not assign or transfer the Card without the prior written consent of Issuer. Issuer may assign all or part of this agreement or Cardholder debts, in its sole discretion, without prior notice.

**Governing Law:** This agreement and any transactions under the agreement shall be governed by the laws of the State of Delaware.

**Severability:** If any provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**Entire Agreement:** This agreement, as it may be amended by Issuer as permitted by the paragraph "Amendments" above, is the entire agreement between Issuer and Cardholder regarding the extension of credit from Issuer to Cardholder and supersedes all prior agreements between Issuer and Cardholder relating to the subject matter of this agreement.

**Release and Indemnity:** You hereby release CLEAN ENERGY from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use of or performance of Card. You agree to indemnify, protect and hold harmless CLEAN ENERGY and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the Card.

**Charges for Damages:** In the event of station damage, such as, but not limited to, a drive-away whereby the fueling hose is forcibly removed because the hose was not disconnected from the vehicle, and the Cardholder is determined to be responsible, CLEAN ENERGY may charge the Cardholder its actual costs to repair the damage per occurrence for such damages.

**Number of Cards:** If you request and receive ten or more cards from Issuer, you also agree to be responsible for all unauthorized use of the cards notwithstanding the language set forth above, to the extent permitted by law.

Notwithstanding anything to the contrary, Issuer makes no representation or warranty regarding the quality, specification or content of natural gas dispensed from the stations.

## YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

## NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including late charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any late charges related to any questioned amount. If we didn't make a mistake, you may have to pay late charges, and you will have to make up any missed payments on your questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**I HAVE READ THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACCEPT AND CONSENT TO THE TERMS AND CONDITIONS STATED.**

| \_\_\_\_\_  
Signature Date

| \_\_\_\_\_  
Printed Name and Title

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied or conditionally approved, you have the right to a written statement of the specific reasons for the denial or conditional approval. To obtain the statement, please contact Clean Energy at 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660 (866.809.4869) within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.