



Dealer Package

Instructions: Please complete the following application by truthfully providing all the information requested. All information you provide will be held in strict confidence by the Company. Completing this application does not obligate you or the Company in any way. Failure to complete the application or providing untruthful information will make the application invalid.

Please Print All Information Clearly – Do Not Leave Any Information Blank

Account Type: ☐ NEW ACCOUNT ☐ CONVERSION ☐ ASSIGNMENT/LOA ☐ RENEWAL

Facility Information:

Existing Account Number – if new NA:

Date of Application:		Salesperson or Area Marketing Manager:	
Dealer/Customer Name:		Dealer/Customer Birth Name:	
Business Entity Name:		Federal Tax ID Number:	
Store Name:		State Tax ID Number:	
Store Address:		Business Phone:	
City:	State:	Zip Code:	
Property: Do you own the property? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, is the property in a different name than your own? <input type="checkbox"/> YES <input type="checkbox"/> NO		Sunoco Owned Property: <input type="checkbox"/> YES <input type="checkbox"/> NO Lease Agreement Included: <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Leased, list the Property Owner's Name			
Property Owner's Address:			
City:	State:	Zip Code:	

Contract Name – Corporate/LLC/Partnership

Name of Officers / Members	Title	% Shared / Owner	Social Security Number

Multiple Facility Operator: ☐ YES ☐ NO (if "Yes", List Entity Name)

Authorization to obtain Credit Bureau Reports

Applicant's Last Name:	First	Middle	Date of Birth	Social Security No:
Applicant's Driver's License No:	State of Issue	Cell Phone:	Email Address:	
Current Home Address:		City:	State	Zip Code:
Spouse's Last Name:	First	Middle	Date of Birth	Social Security No:
Spouse's Driver's License No:	State of Issue	Cell Phone:	Email Address:	
Current Home Address:		City:	State	Zip Code:

"I expressly authorize any past or present employer or any person who has personal knowledge of my character, work experience, criminal records or credit bureaus to release information to the Company. Upon request I also agree to supply statements from my professional advisors or tax returns verifying assets and liabilities. I understand the Company is relying upon the above information as a material factor in considering my application and I therefore agree to promptly notify the Company of any material change in any of the above information or subsequent information provided to the Company."

Authorization Signature: _____ Date: _____

Spouse Signature: _____ Date: _____

Thank you for your interest in becoming a business partner of Sunoco.

CREDIT POLICY: All Applicants are subject to Sunoco's credit policies and procedures. Prepay restrictions may be placed on any past due account. Sunoco reserves the right to decline credit to Applicant and in the event credit is extended, Sunoco can change or revoke Applicant's credit status at any time at Sunoco's discretion. Claims arising from invoices must be made within 10 working days of the invoice date. Terms and Conditions of Purchase Order(s) and other similar documents submitted by the Applicant will be null and void and do not become any part of an agreement with Sunoco unless Sunoco accepts such terms and conditions in writing. If required by Sunoco, the individual owners of the Applicant shall sign the guaranty attached, personally guaranteeing all debts accrued by the Applicant.

CREDIT TERMS: I/We further agree I /We will pay Sunoco for all sales and/or services on the account within the specified payment terms and payment method on the invoice. Any portion of the amount due not paid by the due date will be considered past due and subject to a finance charge. The finance charge shall be computed by multiplying the previous balance as shown on the statement times a monthly rate of 1.5% which is an annual percentage of eighteen percent (18%). In the event the above rate is more than the legal rate allowed by law, then the finance charge shall be computed at the highest legal rate allowed be the State of Texas, not to exceed eighteen percent (18%) per annum. Return EFT (Electronic Funds Transfer) will be assessed of fee of \$125.00 or 10% of the returned amount whichever, is higher. The Company reserves the right to suspend deliveries in the event that the applicant fails to pay for any one shipment when due or the applicant exceeds the extended credit limit

VENUE& CHOICE OF LAW: I/We further agree that this agreement shall be governed by and construed in accordance with the laws of The State of Texas with venue and jurisdiction in Harris County, Texas.

CHANGE OF OWNERSHIP: I/We understand that we must notify Sunoco in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established. I/We further agree at the time of any Change of Ownership all amounts due Sunoco immediately become due and payable regardless of the due date on the invoice.

COLLECTION AND ATTORNEYS FEES: In the event of default, and it this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney's fees, court costs, and/or costs for collection whether or not suit is filed.

I/We understand the information contained in this Credit Application is provided for the purpose of extending credit to my/our company to the best of my/our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. I/We hereby authorize Sunoco to investigate all references and customary credit information sources including, consumer credit reporting repositories, as applicable, regarding my/our credit and financial condition for the purpose of extending credit and for the annual periodic review of maintaining the credit relationship I/We understand the Sunoco Terms & Conditions Agreement ("Terms & Conditions") forms an integral part of this Credit Application and I/we have fully read and agree to be bound by such Terms & Conditions. Furthermore, I/We have the full authority to sign this Credit Application and to bind my/our company to any indebtedness resulting from any purchases and/or services that Sunoco may provide to my/our company.

Business Entity/Applicant Name: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title (if applicable) _____

Spouse's Signature (if applicable): _____ Date: _____

Printed Name: _____ Title (if applicable) _____

Guaranty

For valuable consideration, the receipt of which is hereby acknowledged, including but not limited to the extension of credit by Sunoco, LLC and/or its affiliates (hereinafter called the "Creditor") to _____ (hereinafter called the "Debtor"), the undersigned, individually, jointly and severally (hereinafter, "Guarantor"), hereby absolutely, irrevocably, and unconditionally guarantees to Sunoco the full and prompt payment by the due date on the invoice(s), of all payment obligations that Debtor presently or hereafter may have to Creditor, even if such obligations are deemed to be damages (the "Obligations"). Additionally, Guarantor agrees to indemnify Sunoco any losses that Sunoco may sustain and expenses that Sunoco may incur as a result of any failure of Guarantor to perform, including reasonable attorney's fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debt guaranteed hereunder or in enforcing this Guaranty against Guarantor. This shall be a continuing guaranty of payment and not merely of collection. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until Guarantor delivers to Sunoco a written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of the Guarantor's obligations hereunder with respect to indebtedness heretofore incurred. Subject to paragraph 1 below, this Guaranty shall remain in full force and effect until (i) all of the Obligations and legal expenses incurred by Sunoco pursuant to enforcing this Guaranty have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by Creditor upon the insolvency, bankruptcy or reorganization of either Debtor or the Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made

The undersigned hereby represents to and covenants and agrees as follows:

1. This Guaranty is a continuing guaranty, independent of and in addition to any other security, collateral, endorsement or guaranty held by Creditor for any indebtedness or any part thereof incurred by Debtor. The Guarantor's liability hereunder shall be deemed terminated only upon thirty (30) days after the actual receipt by Creditor of written notice of the revocation of this agreement (the "Effective Date") from Guarantor; provided, however, that such termination shall be effective only as to any indebtedness created and arising after the Effective Date. The payment in full of outstanding indebtedness at any time shall not discharge or otherwise affect the Guarantor's liability with respect to indebtedness thereafter created and arising prior to the termination of such liability as herein provided.
2. The liability hereunder of Guarantor shall not be impaired, altered or otherwise affected by the taking of any other or additional security for, or guarantee of the indebtedness or any part thereof, or by any neglect, failure or omission to hold, protect or rely or realize upon any such other or additional security or guarantee, or by any renewal, extension, modification, compounding, compromise or discharge of the indebtedness or any part thereof, whether before or after a termination of the Guarantor's liability hereunder as herein provided, or by any other act or thing whatsoever, each and all of which the Guarantor hereby consents to without notice to Guarantor. The liability hereunder of Guarantor shall be direct, immediate an absolute and shall not be conditional or contingent upon the pursuit, exercise or prosecution by Creditor of any other remedy or remedies whatsoever and Creditor shall have an may exercise against the Guarantor any and all rights and remedies that it might against a principal Debtor upon a past due liquidated obligation. The Guarantor hereby consent(s) and agree(s) that Creditor may at any time, or from time to time, in its discretion: (i) exchange, release, and/or surrender all or any of the collateral security, if any, or any part or parts thereof (by whomsoever deposited), which is now or may hereafter be held by Creditor in connection with the Obligations or the underlying agreements; and (ii) settle or compromise with Debtor and/or any other person or persons liable thereon with respect to the obligations which are hereby guaranteed by Guarantor, and or subordinate any payment of same or any part thereof to the payment of any other debts, claims, liabilities or obligations which may at any time be due or owing to Creditor, all in such manner and upon such terms as Creditor may, in its sole discretion, see fit, and without notice to or further assent from Guarantor.
3. Presentment for payment, demand, protest and notice of protest and nonpayment to Guarantor, to Debtor and to all other persons of all bills, notes, checks, drafts, trade acceptances and other orders and promises for the payment of money, notice of the acceptance of this agreement, notice of extension of credit and making of advances hereunder and notice of default hereunder, are an each and all of them are, hereby waived by Guarantor.
4. If the Guarantor is a corporation, partnership or other organization or association, this agreement is made and entered into by it in furtherance of its purposes, the execution of this Guaranty is not contrary to or a violation of its certificate of incorporation, charter, by-laws or any agreement or indenture to which it or its members are a party or by which it or its property or its members are bound and it and the party executing this Guaranty on its behalf each represent to Creditor that the Guarantor is duly authorized to guarantee the indebtedness and the signatory party below has full authority to execute this Guaranty and to bind the Guarantor to its obligations herein.
5. THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, WITH VENUE AND JURISDICTION IN HARRIS COUNTY, TEXAS.
6. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.
7. In the event this Guaranty or the executed signature page of this Guaranty is delivered by e-mail delivery (including, without limitation a ".pdf" format data file), such delivery shall create a valid and binding obligation of Guarantor with the same force and effect as if this Guaranty and/or the executed signature page of this Guaranty were an original thereof.

Business Entity Name: _____

Authorization Signature: _____ Date: _____

Printed Name: _____ Title (if applicable) _____

Spouse's Signature (if required): _____ Date: _____

Printed Name: _____ Title (if applicable) _____

EFT Authorization

ELECTRONIC FUNDS TRANSFER AUTHORIZATION DEBIT/CREDIT AGREEMENT	
Bank Name	Customer Name
Branch	Address
Address	City, ST, Zip
City, ST, Zip	Customer Fax No. Customer E-mail Address
Bank Officer	Customer Bank Account No.
Bank Officer's Phone No.	Bank Transit / ABA No.
Effective Date for Start of EFT	DBA and/or Contact Name

_____, ("Customer"), hereby authorizes Sunoco, ("Sunoco"), to originate an to originate an Automated Clearing House Electronic Funds Transfer, ("EFT"), credit/debit entry to Customer's demand deposit account identified above; and, hereby authorizes the Depository Institution named above, hereafter called Bank, to accept and to credit or debit the amount of such entries to Customer's demand deposit account. (Customer has attached to this agreement a blank voided check from the aforementioned demand deposit account.)

The EFT credit or debit entry shall be initiated on behalf of Sunoco.

This authority shall remain in effect until 30 days after Sunoco, at address shown below, and Bank, at address shown above, have received written cancellation from Customer; and all purchases by Customer made prior to the receipt of cancellation have been paid, or until 30 days after Customer and Bank have received written notice of termination from Sunoco.

Customer understands that the EFT debit entry will be accepted by Bank only if sufficient funds are available in Customer's demand deposit account. Customer agrees to maintain such funds at all times in said demand deposit account. Customer understands that if payment for debit entry is refused, Sunoco may terminate this Agreement immediately. Sunoco reserves the right to withdraw this EFT Agreement at any time.

Customer Authorization	
Authorized Signature X	Printed Name
Title	Date
Tax I.D. Number	Social Security Number

Sunoco will forward this form to the Bank for completion. Bank will complete this form and return to the following address:
Sunoco
Attn: Credit Department, Sunoco, 1300 Main Street., Houston, Texas 77082 or via email: CreditAlert.Mailbox@Sunoco.com

Request for Taxpayer Identification Number and Certification

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

Give Form to the
requester. Do not
send to the IRS.

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 only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer 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 U.S. person ►	Date ►
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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.