



Credit Application(Commercial)

(All information Confidential)

P O Box 506 Tuelake CA 96134/P O Box 528 Merrill OR 97633

Salesperson _____

530-667-2227 - 530-667-5699 fax

Please fill out completely-see attached

COMPANY NAME			DUN & BRADSTREET #			STATE BUSINESS LICENSE #				
BILLING ADDRESS			STREET ADDRESS (IF DIFFERENT)			E-MAIL ADDRESS		WWW		
CITY & STATE		ZIP CODE	TELEPHONE		CELL	FAX				
TYPE OF BUSINESS		YOUR ESTIMATED ANNUAL GROSS SALES		BUS LOCATION	DATE BUS ESTABLISHED		MORTGAGEE/LANDLORD			
LEASED OPERATOR OR AGENCY				DESIRED MONTHLY CREDIT LIMIT						
				() \$1- (\$10,001-		() \$25,001-		() \$50,001 and		
() NO () YES - TO WHOM & PHONE #				\$10,000		\$25,000		\$50,000 over		
FUEL CUSTOMERS ONLY	EST TOTAL GALLONS OF FUEL USED EACH MONTH			NO OF TRUCKS/VEHICLES			HAVE YOU EVER USED PACIFIC PRIDE/CFN			
PRODUCTS AND SERVICES FOR WHICH CREDIT IS AVAILABLE										
() PACIFIC PRIDE CARDLOCK			No of Cards			() CFN CARDLOCK			NO of Cards	
Type of Cards	Diesel All Tax	Diesel PUC OR	Diesel Ex TX	Red Diesel	Type of Cards	Diesel All Tax	Diesel PUC OR	Diesel Ex TX	Red Diesel	
	All Products	Gasoline Only	Other	Other		All Products	Gasoline Only	Other	Other	
() BULK DELIVERY SERVICES					() COMMERCIAL PROPANE DELIVERY SERVICES					
Diesel	Dyed Diesel	Gasoline	Lubes	Kerosene	Jet Fuel	Rented Tank	Customer Owned	Burner	Dispenser	
YOUR PRIMARY BANKING SOURCE										
BANK NAME			CHECKING ACCT. NO.			BANK REPS. NAME			BAKE PHONE #	
BANK ADDRESS			CITY, STATE & ZIP			BANK FAX #				
TRADE REFERENCES / OTHER SUPPLIERS YOU CURRENTLY TRADE WITH										
NAME			ACCOUNT NO.							
ADDRESS			TELEPHONE #			FAX#				
CITY,STATE & ZIP			E-MAIL							
NAME			ACCOUNT NO.							
ADDRESS			TELEPHONE #			FAX#				
CITY,STATE & ZIP			E-MAIL							
NAME			ACCOUNT NO.							
ADDRESS			TELEPHONE #			FAX#				
CITY,STATE & ZIP			E-MAIL							
COMPLETE THE FOLLOWING IF YOUR ARE A PARTNERSHIP OR INDIVIDUAL										
OWNER / PARTNER NAME			SOCIAL SECURITY NUMBER				HOME PHONE			
ADDRESS BUY RENTING (RESIDENCE)			CITY,STREET & ZIP			DATE OF BIRTH				
OWNER / PARTNER NAME			SOCIAL SECURITY NUMBER				HOME PHONE			
ADDRESS BUY RENTING (RESIDENCE)			CITY,STREET & ZIP			DATE OF BIRTH				
COMPLETE THE FOLLOWING IF INCORPORATED										
YEAR INCORPORATED		FED. I.D.#		APPLICANT IS A DIVISION BRANCH <input type="checkbox"/>				CORPORATION NAME		
STATE WHERE INCORPORATED				SUBSIDIARY <input type="checkbox"/>		PARENT COMPANY OF <input type="checkbox"/>				
PRESIDENT			SECRETARY							
VICE PRESIDENT			TREASURER							
REVERSE SIDE MUST BE COMPLETED AND SIGNED										

CREDIT AGREEMENT – PLEASE READ AND SIGN BELOW

1. **TERMS OF SALE:** Unless otherwise agreed, PACIFIC PRIDE/CFN accounts will be invoiced twice a month (15th and last day of the month) and **PAYMENT** shall be by electronic funds transfer (EFT). Each invoice is **DUE** and payment must be actually received at our designated payment location 15 days from invoice date. Payment for all **OTHER PRODUCTS AND SERVICES** is due 30 days from **TRANSACTION DATE**, unless otherwise specified by Ed Staub & Sons Petroleum. Billing frequency may vary by invoice, product, amount or billing division. Acceptance of payment(s) for past due amounts shall not affect the terms of this agreements. **ANY SPECIAL BILLING CONSIDERATIONS MUST BE AGREED UPON IN WRITING BY ED STAUB & SONS PETROLEUM.** Cash discounts are not offered unless specified on the invoice. All payments shall be in U.S. dollars.
2. Fuel prices are subject to change at any time without notice. Fuel purchased from the PACIFIC PRIDE/CFN cardlock system shall include applicable state fuel taxes unless exempt from tax pursuant to Oregon Use Fuel Tax and California Use Fuel Tax. Exemption from state taxes shall be granted only upon proof of exemption as required by Ed Staub & Sons Petroleum. Customer shall retain full responsibility for payment of taxes should a taxable use arise, including cancellation or expiration of exemption permits. Oregon customers agree to provide all applicable paper work required by the Oregon State Fire Marshall.
3. Past due balances are assessed a **FINANCE CHARGE** of 1½% per month (**ANNUAL PERCENTAGE RATE 18%**) or the maximum rate authorized by law whichever is lower, **MINIMUM FINANCE CHARGE OF \$0.50.** Pending credits from product return, exchanges, repurchases or otherwise shall not be deemed payment unless and until such credits have been approved by Ed Staub & Sons and are reflected on customer’s invoice or statement.
4. Accounts may be placed on hold or on a **COD** or **CBD** cash only basis at our option without advance notice. In no event shall Ed Staub & Sons be liable for any consequential damages or other loss which may result from the exercise of it option under this section 4.
5. In the event any account is not paid when due, the prevailing party shall be entitled to recover reasonable attorneys fees and any court costs, including costs of appeal or other review. In the event your account is placed for collection with a collection agency, you agree to pay any collection fee that may be assessed in addition to all other amounts owing. Parties hereby acknowledge making this agreement and/or any other action(s) arising from or as a result of this agreements shall be in Klamath County OR(Oregon Customers) and Modoc County CA (California Customers). Any other state of residence will be under the venue of Klamath County OR.
6. Ed Staub & Sons shall be entitled to rely upon verbal order or signature by you or your apparent representative on any invoice for any sale or service performed, and such authorization is presumed to establish your acceptance of and agreement to comply with the terms and conditions set forth herein, without exception. You further agree to **ALL** terms and conditions set forth upon credit approval of your account with Ed Staub & Sons including but not limited to the terms set forth herein.
7. This agreement shall be subject to acceptance by Ed Staub & Sons Petroleum. Payment terms and payment method subject to credit approval.

PLEASE FILL OUT THIS FORM COMPLETELY. AN INCOMPLETE FORM MAY NOT BE PROCESSED. A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT OR TAX RETURN MAY BE REQUIRED. THE INFORMATION CONTAINED HEREIN IS PROVIDED FOR THE PURPOSE OF OBTAINING CREDIT.

Applicant hereby acknowledges understanding and acceptance of the above terms and conditions of sale and authorizes investigation of any and all sources listed on this application as well as such credit bureau reports Ed Staub & Sons Petroleum may desire for the establishment and maintenance of a credit account.

Authorized Signature-Owner or Officer Only	Name & Title(Printed)	Date

PERSONAL GUARANTY: To induce Ed Staub & Sons Petroleum to enter into the above Credit Agreement and all Terms and Conditions with _____, _____, and for other valuable consideration, I/we, jointly and severally, personally and unconditionally guaranty all performance required by the Credit Agreement, and all Terms and Conditions including(without limitation) the prompt payment when due of all amounts now due or to become due under the terms and agreement of the Credit Agreement, payment of all costs and attorney fees incurred in collection or attempting to collect monies due or otherwise enforcing any right with regard to the Credit agreement or this Personal Guaranty, and I/we agree that jurisdiction and venue for any suit or action to enforce the terms of this Personal Guaranty shall be brought in Klamath County OR(Oregon Customer) and Modoc County CA(California Customer) Any other state of residence will be under the venue of Klamath County OR. I/we consent to extensions of time to the Customer for payment, whether before or after maturity or default, and further agree that any or all of the obligations under the Credit Agreement may be changed in any other particular without notice and without in any manner releasing any guarantor from any liability. The undersigned acknowledge(s) and agrees Ed Staub & Sons Petroleum, in its sole discretion, may proceed against the undersigned (jointly and severally in the case of multiple guarantors) to collect any obligation covered by the Credit Agreement and Personal Guaranty without first or jointly proceeding against the Customer, and that the rights and obligations of the Personal Guarantee shall inure to the benefit of Ed Staub & Sons Petroleum, it successors and assigns, and shall be binding on the undersigned guarantor(s), and his/her/their heirs and assigns. The undersigned consent(s) to Ed Staub & Sons Petroleum obtaining each guarantor’s consumer credit report for the purpose of evaluating credit worthiness in connection with the credit application on the reverse side of this Personal Guaranty.

Individual Guarantor #1	Date
Print Name _____ Signature _____	of Birth ____/____/____ SS# _____ Date ____/____/____
Individual Guarantor #2	Date
Print Name _____ Signature _____	of Birth ____/____/____ SS# _____ Date ____/____/____