



Since 1955

P.O. Box 488 Klamath Falls, OR 97601
Ph 541.887.8900 Fax 541.887.8575

For Office Use Only

<input type="checkbox"/> Approved	Salesperson: _____
Terms: _____	Customer #: _____
<input type="checkbox"/> C.B.D.	Date: _____

FULL LEGAL NAME OF FIRM			FEDERAL I.D. #			STATE BUSINESS LICENSE #		
BILLING ADDRESS			STREET ADDRESS (IF DIFFERENT)			E-MAIL ADDRESS		DUN & BRADSTREET #
CITY	STATE	ZIP CODE	TELEPHONE	CELL	FAX			
TYPE OF BUSINESS		YOUR ESTIMATED ANNUAL GROSS SALES		DATE ESTABLISHED	YEARS IN INDUSTRY		MORTGAGEE/LANDLORD TELEPHONE #	
LEASED OPERATOR OR AGENCY () NO () YES - TO WHOM & PHONE #			DESIRED MONTHLY CREDIT LIMIT () \$1-\$10,000 () \$10,001-\$25,000 () \$25,001-\$50,000 () \$50,001 and over					
Fuel Customers		EST TOTAL GALLONS OF FUEL USED EACH MONTH		NO OF TRUCKS/VEHICLES		HAVE YOU EVER USED PACIFIC PRIDE/CFN		

**PLEASE INDICATE WHICH PRODUCTS AND SERVICES WILL BE PURCHASED ON CREDIT
FUEL COMMANDER NETWORK CARDLOCK & FUEL CARD APPLICANTS MUST COMPLETE THE ATTACHED PAPERWORK**

<input type="checkbox"/> SECURE CHOICE				No. of Cards				<input type="checkbox"/> CONVENIENCE PLUS				No. of Cards			
Card Type	Diesel All Tax	Diesel PUC OR	Diesel Ex TX	Red Diesel	Card Type	Diesel All Tax	Diesel PUC OR	Diesel Ex TX	Red Diesel	Card Type	All Products	Gasoline Only	Other	Other	
	All Products	Gasoline Only	Other	Other		All Products	Gasoline Only	Other	Other						

****RESTRICTED TO FUEL COMMANDER NETWORK SITES**** ****FUEL COMMANDER NETWORK SITES & Voyager Network Nationwide****

<input type="checkbox"/> BULK DELIVERY SERVICES						<input type="checkbox"/> COMMERCIAL PROPANE DELIVERY SERVICES			
Diesel	Dyed Diesel	Gasoline	Lubes	Kerosene	Jet Fuel	Rented Tank	Customer Owned	Burner	Dispenser

PRIMARY BANKING REFERENCE

BANK NAME		CHECKING ACCT. NO.	BANK REPS. NAME		BANK PHONE #
BANK ADDRESS			CITY, STATE & ZIP		BANK FAX #

CURRENT FUEL SUPPLIER REFERENCE

NAME	ACCOUNT NO.	CONTACT NAME:
ADDRESS	TELEPHONE #	FAX#
CITY, STATE & ZIP	E-MAIL	

OTHER CURRENT TRADE REFERENCES

NAME	ACCOUNT NO.	CONTACT NAME:
ADDRESS	TELEPHONE #	FAX#
CITY, STATE & ZIP	E-MAIL	
NAME	ACCOUNT NO.	CONTACT NAME:
ADDRESS	TELEPHONE #	FAX#
CITY, STATE & ZIP	E-MAIL	
NAME	ACCOUNT NO.	CONTACT NAME:
ADDRESS	TELEPHONE #	FAX#
CITY, STATE & ZIP	E-MAIL	

OWNERSHIP INFORMATION

HAS THE FIRM OR ANY OF ITS' PRINCIPLES EVER BEEN BANKRUPT? Yes No

OWNER / PARTNER NAME	TITLE	SOCIAL SECURITY NUMBER	HOME PHONE
ADDRESS OWN BUYING RENTING	CITY, STATE & ZIP		DATE OF BIRTH
OWNER / PARTNER NAME	TITLE	SOCIAL SECURITY NUMBER	HOME PHONE
ADDRESS OWN BUYING RENTING	CITY, STATE & ZIP		DATE OF BIRTH

COMPLETE THE FOLLOWING IF INCORPORATED

YEAR INCORPORATED	<input type="checkbox"/> APPLICANT IS A DIVISION BRANCH	<input type="checkbox"/> PARENT COMPANY OF:
STATE WHERE INCORPORATED	<input type="checkbox"/> SUBSIDIARY OF PARENT COMPANY:	
PRESIDENT	SECRETARY	
VICE PRESIDENT	TREASURER	

PAGE 2 MUST BE COMPLETED AND SIGNED

CREDIT AGREEMENT – PLEASE READ AND SIGN BELOW

1. TERMS OF SALE: Unless otherwise agreed, FUEL COMMANDER NETWORK accounts will be invoiced twice a month (15th and last day of the month) and PAYMENT shall be by electronic funds transfer (EFT), cash, check, money order or cashier check. 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 the 10th of the month following the 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 FUEL COMMANDER NETWORK Cardlock & Fuel Card System shall include all applicable local, state and federal fuel taxes. Exemption from said 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. A \$25.00 handling fee will be charged for the first returned check/ACH and \$35.00 for each additional item returned from the bank for any reason. 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 its 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. The undersigned certify that the information presented on this application is true and complete.

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 (NO TITLE) Guarantor #1	Date of
Print Name _____ Signature _____	Birth ____/____/____ SS# _____ Date ____/____/____

Individual (NO TITLE) Guarantor #2	Date of
Print Name _____ Signature _____	Birth ____/____/____ SS# _____ Date ____/____/____

ED STAUB & SONS ADDITIONAL TERMS OF CARDLOCK AND FUEL COMMANDER NETWORK CARD USE

(TO BE COMPLETED BY ALL CARDLOCK APPLICANTS)

- 1) The following terms and conditions apply to cardlock customers (Purchaser) and are to be agreed upon in addition to the credit terms found in Ed Staub & Sons (Supplier) Credit Application and Agreement.
- 2) Purchases will be for vehicles owned and/or operated by the Purchaser (Commercial use only for Oregon customers). Non Oregon residents must complete the Oregon Fire Marshal Paperwork to be eligible to fuel at Oregon locations.
- 3) Access cards may be used to initiate a FUEL COMMANDER NETWORK transaction to obtain fuel or other services offered through the FUEL COMMANDER NETWORK cardlock system, participating FUEL COMMANDER NETWORK convenience stores and the Voyager Network. The FEUL COMMANDER Card is accepted at FUEL COMMANDER NETWORK cardlock sites, participating FUEL COMMANDER NETWORK retail sites and the Voyager Network.
- 4) Issuance of credit to the Purchaser is independent of the process for issuing a network access card. Access cards are **not** credit cards and are not subject to the federal liability limit. All purchases will be the responsibility of the Purchaser.
- 5) The Purchaser agrees to be responsible for all purchases by Purchaser or any other persons using FUEL COMMANDER NETWORK cards issued to Purchaser, regardless of whether use is authorized or fraudulent. The Purchaser will immediately notify Supplier if the card is lost, stolen or misused and when a card holding employee is terminated. Purchaser shall also be responsible for monitoring account activity, purchase reports, purchase alerts, exception reports and notify Supplier immediately if fraud or misuse is suspected so appropriate actions to prevent further theft or abuse may be taken. Purchaser further agrees to participate and cooperate in an investigation should misuse or fraudulent purchases occur on cards issued to Purchaser.
- 6) The Purchaser agrees that they will **not** have the PIN#/security access code on or near any FUEL COMMANDER NETWORK card.
- 7) The Purchaser acknowledges that product grade and gallon restrictions placed on FUEL COMMANDER Cards are not enforceable if the cards are used outside of the FUEL COMMANDER NETWORK cardlock sites. Purchaser agrees to pay all charges on the FUEL COMMANDER Cards issued to Purchaser for transactions outside of the FUEL COMMANDER NETWORK regardless of the fuel grade and gallons purchased.
- 8) Oregon customers must purchase a minimum of 900 gallons of fuel per year from all fuel sources if CLASS 1 FLAMMABLES are purchased.
- 9) The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 10) The Purchaser is advised that cardlock sites that are at/or near retail sites will not be paying the posted retail price but the actual FUEL COMMANDER NETWORK Cardlock price per gallon. The posted price is for cash or traditional credit card pricing only, not the price for FUEL COMMANDER NETWORK Cardlock fueling purchases. FUEL COMMANDER NETWORK Participating Retail Site purchases and Voyager Network purchases may or may not differ from the posted retail price at the fueling site.
- 11) Supplier offers tiered discount pricing based on annual gallons purchased on FUEL COMMANDER Cards. All annual gallons purchased with the cards determine the discount tier, however **the discount is only eligible on fuel purchase from FUEL COMMANDER cardlock sites**. Below is the current tier discounts offered by supplier, **PLEASE CIRCLE YOUR ESTIMATED ANNUAL CARDLOCK GALLONS BELOW:**

Annual Gallons	500-1,000	1,001-2,000	2,001-5,000	5,001-10,000	10,001+
Discount/Gallon	\$.01	\$.03	\$.05	\$.06	\$.07

- 12) The Purchaser has 30 days from the billing statement date to dispute any charge noted within that statement. All dispute notifications must be in writing. Failure to provide written dispute to a charge within 30 days shall constitute a waiver of Purchaser's right to dispute the charge.
- 13) If there is any change in the ownership of the Purchaser or if substantial assets of the Purchaser are sold, the Purchaser shall promptly notify Supplier of such sale. Supplier shall have a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier. If ownership changes are made, a new application will be filled out reflecting all current company ownership information.
- 14) Purchaser represents that it and any person using the FUEL COMMANDER NETWORK cards delivered to Purchaser are aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury or property damage, which may be occasioned by the negligence of misuses of the cardlock system or retail sites by the Purchaser or any person using the FUEL COMMANDER NETWORK cards issued to the Purchaser hereunder. Purchaser agrees to defend and indemnify Supplier for any claims brought against Supplier by reason of Purchaser's use of fueling facilities, equipment or cardlock system.
- 15) Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the FUEL COMMANDER NETWORK cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
- 16) Purchaser's right to purchase fuel through the FUEL COMMANDER NETWORK cardlock system, participating retail locations and Voyager Network if applicable may be suspended or terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and immediately pay all outstanding sums owing to Supplier.
- 17) A \$50 lockout fee will be charged on all cards suspended for non-payment.
- 18) In the event that any legal action is required to collect on this account, ESS will determine venue for such legal matters and purchaser specifically consents to the venue selected by ESS.
- 19) All terms and conditions of this Agreement are intended to cover the Purchaser's account as well as all of Purchaser's other branch or regional accounts, whether set up now or in the future.

The undersigned attest they are authorized to sign on behalf of the Purchaser and agree to all the terms as outlined above under the Additional Terms of Cardlock Use.

Print Name: _____ Signature: _____ Date _____

Print Name: _____ Signature: _____ Date _____

Print Name: _____ Signature: _____ Date _____

Account #: _____

FUEL COMMANDER CARD ORDER DRIVER DETAILS ADDITIONAL INFORMATION

AS REQUIRED BY Office of Foreign Assets Control (OFAC):

U.S. persons must comply with OFAC regulations, including all U.S. citizens and permanent resident aliens regardless of where they are located, all persons and entities within the United States, all U.S. incorporated entities and their foreign branches. In the cases of certain programs, foreign subsidiaries owned or controlled by U.S. companies also must comply. Certain programs also require foreign persons in possession of U.S.-origin goods to comply. [01-15-15]

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Customer Name (Please Print): _____

Customer Signature: _____ Date: ____/____/____

Account number: _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ____ DD ____ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. ____ Zip Code _____ - _____

Customer Name (Please Print): _____

Customer Signature: _____ Date: ____/____/____

Account number: ____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ___ DD ___ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. _____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ___ DD ___ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. _____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ___ DD ___ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. _____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ___ DD ___ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. _____ Zip Code _____ - _____

Card holder name: First _____ Middle _____ Last _____

Card holder birthday: MM ___ DD ___ YY _____

Address: Line 1) _____
Line 2) _____

City: _____ St. _____ Zip Code _____ - _____

Customer Name (Please Print): _____

Customer Signature: _____ Date: ___ / ___ / ___

Account number: _____ - _____