

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

APPLICANT INFORMATION					
First Name		Middle Initial		Last Name	
Date of Birth			Home Phone		Social Security #
Mailing Address		City		State	ZIP
How long? Yrs. Mos.		<input type="checkbox"/> Own <input type="checkbox"/> Buying <input type="checkbox"/> Rent		Mortgage/Rent	
		<input type="checkbox"/> Other		\$	
Delivery Address/City/State ZIP (if different than Mailing)			Former Address/City/State/ZIP (if less than 3 yrs in current)		
Present Employer		Position		Employer's Address/City/State/ZIP	
How long Employed Yrs. Mos.		Business Phone ()		Present Gross Salary	
				\$ Per	
				\$ Per	
Have you ever filed for Bankruptcy?			Have you ever had a Judgment entered against you?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when: _____			<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when: _____ By Whom: _____		
Name of your Bank		Checking Account #		Savings Account #	
				Phone #	
Name, Address & Phone # of nearest relative not living with you:					
Name:		Address:		Phone #:	

CO-APPLICANT INFORMATION (COMPLETE IF APPLYING FOR A JOINT CREDIT ACCOUNT)					
First Name		Middle Initial		Last Name	
Date of Birth			Home Phone		Social Security #
Mailing Address		City		State	ZIP
Present Employer		Position		Employer's Address/City/State/ZIP	
How long Employed Yrs. Mos.		Business Phone ()		Present Gross Salary	
				\$ Per	
				\$ Per	
Have you ever filed for Bankruptcy?			Have you ever had a Judgment entered against you?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when: _____			<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when: _____ By Whom: _____		
Name of your Bank		Checking Account #		Savings Account #	
				Phone #	
Name, Address & Phone # of nearest relative not living with you:					
Name:		Address:		Phone #:	

PRODUCTS FOR PURCHASE					
Bulk Fuel Deliveries		Propane		Kerosene or Furnace Oil	
<input type="checkbox"/> Routed		<input type="checkbox"/> Routed		<input type="checkbox"/> Routed	
<input type="checkbox"/> Will Call		<input type="checkbox"/> Will Call		<input type="checkbox"/> Will Call	
				**FUEL COMMANDER NETWORK CARDLOCK	
		Secure Choice Card		# of Cards	Convenience Plus Card
		<input type="checkbox"/> OR Gasoline			<input type="checkbox"/> OR Gasoline
		<input type="checkbox"/> OR Diesel All Tax			<input type="checkbox"/> OR Diesel All Tax
		<input type="checkbox"/> OR Diesel PUC			<input type="checkbox"/> OR Diesel PUC
		<input type="checkbox"/> OR Dyed Diesel			<input type="checkbox"/> OR Dyed Diesel
		<input type="checkbox"/> CA All Products			<input type="checkbox"/> CA All Products
		<input type="checkbox"/> CA Diesel All Tax			<input type="checkbox"/> CA Diesel All Tax
		<input type="checkbox"/> CA Dyed Diesel			<input type="checkbox"/> CA Dyed Diesel
		<input type="checkbox"/> CA Farmer Clear Diesel			<input type="checkbox"/> CA Farmer Clear Diesel
*Lubricants *Fireplaces *Water Heaters *Asphalt Seal Coating					
*Heaters *Stoves *Home Appliances *Dust Control					
*Please contact your local Ed Staub branch for additional details					
**All fuel access card applicants must sign the "Additional Terms Of Cardlock" agreement. Oregon customers must complete the State Fire Marshal paperwork.					
Secure Choice Card -Restricted to fueling at FUEL COMMANDER NETWORK (FCN) cardlock sites and participating FCN Convenience Stores					
Convenience Plus Card -Accepted at FCN cardlock sites, participating FCN Convenience Stores and the Voyager Network					

STATEMENT AND INVOICE OPTIONS	
<input type="checkbox"/> Paperless Statement & Invoices Via E-Mail E-Mail Address: _____	
<input type="checkbox"/> Paperless Statement & Invoices retrieval from our website (visit www.edstaub.com and click on "My Account to set up online access)	
<input type="checkbox"/> Paperless Statement & Invoices by both E-Mail and retrieval from our website	
<input type="checkbox"/> Paper Statements sent to mailing address	
Applicant(s) agree to personally guarantee all charges with Ed Staub & Sons and assert all information provided above is true and correct.	
X _____ Date ___/___/___	X _____ Date ___/___/___
Applicant's Signature (required)	Co-Applicant's Signature (required if applicable)
PAGES 2 & 3 MUST BE COMPLETED AND SIGNED	

ED STAUB & SONS PETROLEUM, INC.
ACCOUNT TERMS AND CONDITIONS OF CREDIT

This Account Agreement (“Agreement”) spells out the terms and conditions of your credit agreement with Ed Staub & Sons Petroleum, Inc. (Creditor ESS). In this Agreement, the word “you” and “your” means you and any and all individual(s), persons, firms, partnerships or corporations that apply for, sign, accept, use, retain or authorize the use of your ESS Account (“Account”). The words “we”, “our”, and “us” mean Ed Staub & Sons Petroleum, Inc. (ESS). The terms and conditions imposed in this Agreement are in consideration of our extending credit at your request. All extensions of credit by ESS to the applicant shall be subject to the terms and conditions of this Agreement as hereinafter set forth:

Promise to Pay Applicant promises to pay us for all goods and services purchased on Account, plus any finance charge or other amounts or charges which may be due.

Continued Use of Account or Cardlock Continued use of account or cardlock after the effective date of any change in account terms constitutes acceptance of new terms.

Liability of Each If more than one person has signed or is otherwise bound by the terms of this agreement or uses the account, then each person will be jointly and severally liable for all sums due under this Agreement. If the signer authorizes anyone else to use the account the signer of the account will be liable for all credit extended to him or her. All terms and conditions of this agreement and/or guaranty are intended to cover all accounts and branch accounts of account holder(s), whether set up now or in the future.

Payment Terms COD (cash on delivery) CBD (cash before delivery) or Upon credit approval All purchases made on credit must be paid on or before the invoice due date. Credit privilege will be suspended on any account not meeting our terms, until the balance due is paid in full. Any amount due on Account will be shown as ‘Amount Due’ as shown on the Statement. Security and/or Current Financial Statements may be required from any account at anytime.

Credit Information By executing this agreement, you specifically authorize ESS to obtain and review a copy of your credit report; however, ESS will keep the credit report confidential and not disclose or disseminate the report to any other individual or entity. You authorize ESS to obtain a current credit application in connection with any updates, renewals, or further extension of credit or collection efforts if account becomes delinquent,

Changes of Terms; Cancellation We can change the terms of our agreement at any time by giving notice of the change at the last known address or as otherwise allowed by law. Retention or continued use of Account or Cardlock after the effective date of the change will constitute acceptance of new terms. If you do not agree to the change, you may end the Agreement by notifying us before the effective date of the change, returning all cardlock cards, tanks (a pickup fee maybe charged) or products and paying what is owed under the terms of this Agreement. Except where the law requires prior written notice, we may at any time limit or terminate your account, or use of your cardlock card(s), without giving you notice. Any card, tank or product we issue to you remains our property and you agree to return it upon request and pay what you owe under this Agreement. If you authorize someone else to use your Account or card(s), you agree to recover the card(s) or products if you cancel that person’s authority and pay the balance owing.

Change of Address If you move, you agree to give us your new address so we may change our records. If mail is returned with no forwarding address and we have not been notified, we reserve the right to stop credit and enforce payment for any amounts then owing plus applicable interest.

Default You will be in default under this Agreement if any of the following occurs: (a) customer fails to pay any sum due on due date; (b) customer fails to comply with repayment terms or any other terms or conditions in writing or verbal; (c) customer has been found to have provided us with false information or signatures at any time or makes misrepresentation to us in applying for credit; (d) in the event of death or insolvency; (e) you have filed a petition or commenced any proceeding under the Federal Bankruptcy Code or any state bankruptcy or insolvency statute by or; (f) anything happens that reasonably indicates to us, in ESS’s sole discretion, that customer may be unable or unwilling to repay amounts due under this Agreement.

Statement Each month in which there is a debit on an account of more than \$5.00 or a finance charge has been imposed a statement will be generated. This statement will show, among other things, any charges for goods or services purchased during that billing period. Customer agrees to pay the “Amount Due” as shown on the statement. You agree you will notify ESS in writing within 30 days from the date of your statement if you have a dispute on any charge. Failure to do so within 30 days will result in waiving your right to dispute the charge(s).

Finance Charges A monthly finance charge of 1.5% will be assessed on the balance of your account subject to finance charges. This corresponds to an Annual Percentage Rate of 18%. We figure the finance charge on your Account by applying the periodic rate to the “adjusted balance” of your account on the last business day of the monthly billing cycle and subtracting any payments and credits received during the present billing cycle

Entire Balance Due If you default under the terms of this Agreement, or if you otherwise breach this Agreement or any other agreement with ESS, whether written or oral, we may terminate the Agreement or any other agreement and declare the entire balance due and payable at once without notice or demand. We may refuse to decline a particular event to be default, but our refusal to do so does not bind us if a similar or different event occurs thereafter. ESS reserves the right not to extend any credit or make any sales of goods or services. ESS reserves the right to refuse or restrict delivery at any time upon non-payment of any outstanding balances.

Collection Costs If the account is placed in the hands of an attorney for collections, the debtor shall be responsible for any legal costs incurred whether or not action is filed. Should an action be filed, the debtor shall be responsible for all attorney’s fees and costs incurred both at trial and on appeal. In the event that any legal action is required to collect on this account ESS will determine venue for such matters and by your signature below, you explicitly consent to any such venue. Additionally, if your account is placed with a collection agency, you agree to pay all collection agency fees in addition to all other amounts owed to ESS.

Return Check Charges If for any reason a check submitted to ESS to pay on account, is returned unpaid, customer agrees to pay ESS in full, the amount owed, including returned check and our service charge of \$25.00. ESS reserves the right to assess a service charge of \$35.00 for each additional returned check after the initial returned check. This service charge will be assessed against each check returned unpaid from the Bank. If a check is received unpaid, we reserve the right to require cash or cashiers check for all future purchases. If two or more checks are returned within a one year-period your account may be cancelled and your access card(s) invalidated from the Network. Along with this account agreement, Cardlock Customer agrees to be bound by the cardlock agreement. Propane Customer agrees to be bound by propane service agreement.

Product Spill In the event a product(s) spill occurs, Customer shall take immediate action to arrest the spill, contain and clean up spilled product, and prevent any resulting damage. Such action must include fire prevention and control, containment to prevent damage to water or waterways, and collection of the product(s). All customers’ personnel who have occasion to utilize products provided by ESS shall receive instruction in its use and in the correct methods of alleviating any product spill, which may result. Any agents employed by customer to utilize the card system shall be required to employ for such purpose only personnel who have received similar instruction. Customer shall promptly notify local authorities and company of any spills. Company may supervise and direct the clean-up operations and Customer’s personnel shall cooperate with Company’s personnel and/or Company’s agent in all such activities. If a spill resulted from any act or failure to act on the part of Customer’s personnel or agents, Customer shall be responsible for all costs and expenses incurred for loss of product or for clean-up operations, including reimbursement to Company for Company’s costs and expenses. Customer shall pay any fines or penalties imposed against Customer by any governmental agency as a result of a product spill.

Customer Agrees Customer agrees to indemnify, defend or hold ESS, its agents and employees, free and harmless from and against all expenses, liability and claims for damage to property (including Customer’s property) and injury to or death of persons (including Customer, Customer’s agents and employees) directly arising out of or in anyway connected with the use of said Cardlock facility by Customer.

Customers may have credit limits based on past credit history. Applicant represents the information set forth in this application and Agreement is true and complete to the best of applicant’s knowledge, and that any changes in the information regarding the applicant will be immediately reported to ESS. Applicant further represents that it knows of no material information not disclosed in this application and Agreement which if known to ESS could materially affect the decision of ESS in the extension of credit. All terms and conditions of this Agreement and/or Guaranty are intended to cover Purchaser’s account as well as all of Purchaser’s branch accounts, whether set up now or in the future.

By signing below, applicant(s) acknowledge understanding and acceptance of ESS Account Terms and Conditions.

X _____
Applicant Signature (Required)

Date ___/___/___

X _____ Date ___/___/___
Co-Applicant’s Signature (Required if Applicable)

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: _____ - _____