## **Commercial Credit Application & Agreement**

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		Staub		
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Since 1955

For Office Use Only					
Approved	Salesperson:				
Terms:	Customer #:				
C.B.D.	Date:				

P.O. Box 488 Klamath Falls, OR 97601					Terms:Custome			#:		
Ph 541.887.8900 Fax 541.887.8575				C.B.D.		Date:				
FULL LEGAL NAME OF FIRM				EEDEBALID #		CTATE DI ICINICO I ICENICE #				
FULL LEGAL NAME OF FIRM				FEDERAL I.D. #			STATE BUSINESS LICENSE #			
DILLING	ADDRESS			STREET ADDRESS	(IE DIEEEDENT)		E-MAIL ADDRESS		DUN & BRADSTREET #	
DILLING /	ADDRESS			STREET ADDRESS	(IF DIFFERENT)		E-IVIAIL ADDRESS		DON & BRADSTREET #	
CITY		STATE	ZIP CODE	TELEBLIONE		CELL		IFAV		
CITY		SIAIE	ZIP CODE	TELEPHONE		CELL		FAX		
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TYPE OF	BUSINESS		YOUR ESTIMA	TED ANNUAL GROS	S SALES	DATE ESTABLISHED	YEARS IN INDUSTRY		MORTGAGEE/LANDLORD	
									TELEPHONE #	
LEASED	OPERATOR OR A	GENCY			DESIRED MONTHLY CREDIT LIMIT					
( ) NO	( ) YES - TO W	HOM & PHONE #			( )\$1-\$10,000 ( )\$10,001-\$25,000 ( )\$25,001-\$50,000			( )\$50,001 and over		
• •	Fuel	EST TOTAL GALLON	S OF FUEL USE	ED EACH MONTH	NO OF TRUCKS/VEHICLES			HAVE YOU EVER USED PACIFIC PRIDE/CFN		
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Type	All Products	Gasoline Only	Other	Other	Type	All Products	Gasoline Only	Other	Other	
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BANK AD	DRESS		ı	CITY, STATE & ZIP		I.		BANK FAX #		
				CURREN	IT FUEL SU	JPPLIER REFE	ERENCE			
NAME					ACCOUNT NO.			CONTACT NAME:		
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OWNER	PARTNER NAME				TITLE		SOCIAL SECURITY NU	MBER	HOME PHONE	
ADDRES	S	OWN	BUYING	RENTING	CITY,STATE & ZI	IP	<u> </u>		DATE OF BIRTH	
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COMPLETE THE FOLLOWING IS INCORPORATED										
COMPLETE THE FOLLOWING IF INCORPORATED										
YEAR INCORPORATED APPLICANT IS A DIVISION BRANCH PARENT COMPANY OF:										
STATE W	STATE WHERE INCORPORATED SUBSIDIARY OF PARENT COMPANY:									
PRESIDENT SECRETARY										
VICE PRESIDENT TREASURER										
VICE PRE	-SIDEN I				IKEASUKEK					
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## 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.

## Ed Staub & Sons

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 Office	cer Only Name & Title (Printed)		Date				
PERSONAL GUARANTY: To induce	e Ed Staub & Sons Petroleum to enter i	nto the above Credit Ag	reement an	d all Terms ar	nd Conditions with		
when due of all amounts now due of collection or attempting to collect may jurisdiction and venue for any suit of County CA(California Customer) And for payment, whether before or after other particular without notice and sons Petroleum, in its sole discretic covered by the Credit Agreement and Personal Guarantee shall inure to that and his/her/their heirs and assigns	formance required by the Credit Agree r to become due under the terms and a chies due or otherwise enforcing any right action to enforce the terms of this Persy other state of residence will be under r maturity or default, and further agree without in any manner releasing any gon, may proceed against the undersignand Personal Guaranty without first or the benefit of Ed Staub & Sons Petrolet. The undersigned consent(s) to Ed Steess in connection with the credit application.	agreement of the Credit ght with regard to the Cresonal Guaranty shall be the venue of Klamath C that any or all of the obuarantor from any liability and severall jointly proceeding agaium, it successors and a Staub & Sons Petroleur	nd Condition Agreement redit agreen brought in brought in brought on county OR. obligations unity. The unity in the call inst the Culssigns, and mobiliations	ns including(w , payment of a nent or this Pe Klamath Coun I/we consent in order the Credi dersigned ack se of multiple stomer, and to I shall be bind greach guarar	ithout limitation) the all costs and attorne ersonal Guaranty, are try OR(Oregon Custo extensions of time it Agreement may be nowledge(s) and agguarantors) to colle that the rights and of ling on the undersigntor's consumer cree	prompy fees ind I/we omer) are to the e changeres E ect any obligation ned gui	t payment neurred in agree that and Modoo Customer ged in any d Staub & obligation ons of the arantor(s)
Individual (NO TITLE) Guarantor #1 Print Name	Signature	Date of Birth		SS#	Date	_/_	_/
Individual (NO TITLE) Guarantor #2 Print Name	Signature	Date of Birth	<u> </u>	SS#	Date		