



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 CREDIT LIMIT () 1 DELIVERY () 2 DELIVERIES () OTHER: _____					
Station Information		HOW LONG HAVE YOU OWNED THE STATION?			DO YOU OWN OTHER STATIONS? IF YES, PLEASE INDICATE LOCATION(S)			
		AVERAGE NUMBER OF GALLONS SOLD EACH MONTH			CURRENTLY BRANDED? IF NO, DO YOU HAVE AN INTEREST IN BRANDING?			

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 <input type="checkbox"/> No <input type="checkbox"/>			
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:** Payment in full is required upon invoice due date, or whenever the established delivery limit is reached and an additional fuel delivery is ordered, whichever comes first. All payments **MUST** be by made by electronic funds transfer (EFT) initiated by Ed Staub & Sons. 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. 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 all EFT's 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.
3. 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 3.
4. 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.
5. 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.
6. 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	Birth	SS#	Date
Print Name _____ Signature _____		____/____/____	_____	____/____/____

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

Individual (NO TITLE) Guarantor #3	Date of	Birth	SS#	Date
Print Name _____ Signature _____		____/____/____	_____	____/____/____



PO BOX 488, Klamath Falls, OR 97601
PH: 541.887.8900
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EFT AUTHORIZATION FORM

Name: _____

Address: _____

Account #: _____

EFT Amount: Balance Due

Paid on: _____ Days Net or when load limit of _____ loads is reached, whichever comes first

EFT Notice by: () Fax: _____ and/or () Email: _____

Thank you for requesting Automatic Payment Service. Please complete the EFT Bank information and return to your local office at the contact information referenced above. Your automatic payment will start with the next payment due date, and continuing thereafter until cancellation request is received in writing.

We/I hereby authorize Ed Staub & Sons Petroleum, hereinafter called Company, to initiate debit entries to our checking account indicated below and the depository institution named below, hereinafter called Depository, to debit the same account, for monthly fuel deliveries.

Financial Institution Information

Bank Name

Address

City State Zip

Transit/ABA Account #

Checking () Savings ()

This authority is to remain in full force and effect until Company has received written notification from me, or its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name

Date