



Ed Staub & Sons
Energy. Community. Service.

Ed Staub & Sons Petroleum, Inc.

RETAIL PARTNER APPLICATION FOR CREDIT

PLEASE COMPLETE ALL FIELDS IN THE FORM BELOW

(Incomplete application may delay the account setup process)

Company Name: _____ Federal EIN, (not SSN): _____
Street Address: _____ City: _____ St: _____ Zip: _____
Mailing Address: _____ City: _____ St: _____ Zip: _____
Phone #: _____ Fax#: _____ Cell #: _____
☐ Email Invoices: _____ AP Email: _____ AP Phone #: _____

PRINCIPAL OWNERS or OFFICERS: (ALL info is required to open an account)

Last Name: _____ First Name: _____ MI: _____ Title: _____
SSN: _____ Date Of Birth: _____ Cell Number: _____
Last Name: _____ First Name: _____ MI: _____ Title: _____
SSN: _____ Date Of Birth: _____ Cell Number: _____

STATION INFORMATION:

Years of ownership/operation: _____ Current Fuel Supplier: _____
Currently Branded? Y / N If Yes, please list Brand: _____ Avg # of gallons sold per month: _____
Do you own other stations? Y / N If Yes, please list locations: _____

PRIMARY BANKING REFERENCES:

Bank Name: _____ Checking Acct. # _____ Phone # _____
Bank Address: _____ City: _____ State: _____ Zip Code: _____

CREDIT REFERENCES: (Use established credit only, not personal references. Please use local business credit if possible)

Business Name: _____ Fax #: _____ Account #: _____
Business Name: _____ Fax #: _____ Account #: _____
Business Name: _____ Fax #: _____ Account #: _____

AUTOMATIC PAYMENT AUTHORIZATION AGREEMENT:

All Retail Partners are required to sign up for automatic payments via Electronic Funds Transfer (EFT). Please furnish the information below and sign the agreement:

We hereby authorize Ed Staub & Sons to initiate debit entries to our account at the depository below (please included copy of a voided check):

Bank Name: _____ Routing No: _____ Account No: _____

EFT Payments are processed and funds will be debited from your account referenced above on each invoice due date. If the due date falls on a Saturday, the EFT Payment will be taken on the Friday before. If the due date falls on a Sunday, the EFT Payment will be taken on the following Monday.

This authority is to remain in full force and effect until Ed Staub & Sons has received written notification from me in such time and manner to afford Ed Staub & Sons and their depository a reasonable opportunity to act on the notification. I authorize Ed Staub & Sons to initiate payments when my account balances become due based upon Ed Staub & Sons credit terms. By signing below, the applicant agrees to the terms and conditions set forth in the Automatic Payment Authorization Agreement:

Print Name: _____ Signature: _____ Title: _____ Date: _____

CREDIT AGREEMENT – PLEASE READ AND SIGN BELOW

1. **TERMS OF SALE:** Sales to Retail Partner customers will be invoiced on the established account for the Retail Partner, and payment shall be made by electronic funds transfer (EFT). Each EFT draft will be initiated by Ed Staub & Sons to collect funds on each invoice due date. If the invoice due date falls on a Saturday, the EFT draft will be made on the Friday before. If the due date falls on a Sunday, the EFT draft will be made on the following Monday. If the due date falls on a holiday other than a Saturday or Sunday, the EFT draft shall be made on the following business day. Acceptance of payment(s) for past due amounts shall not affect the terms of this agreements. All payments shall be in U.S. dollars. In the event of a returned unpaid EFT draft, Ed Staub & Sons will assess a \$35.00 processing fee for each occurrence.
2. **SERVICE CHARGES:** Should payment for any billing sent by Company to Customer not be received within the invoice terms, Customer agrees to pay as a service charge a payment equal to 1.5% per month (18% annual rate) on all principal balances outstanding. Minimum finance charge \$.50. Pending credits from product returns, exchange or otherwise shall not be deemed payment unless and until such credits have been approved and are reflected on Customer's invoice or statement. For Oregon residents, our service charge of 1.5% per month (18% annual percentage rate) will be applied to all past due accounts as permitted by ORS § 82.010.
3. **CREDIT WITHDRAWAL:** Accounts may be placed on hold or on a COD/cash only basis at the Company's option without advance notice. In no event shall the Company be liable for any consequential damages or other loss which may result from the exercise of its option under this clause.
4. **SECURITY AGREEMENT:** To secure payment and performance of all Customer's current and future obligations to Company, Customer grants to Company a security interest in all inventory and equipment that Customer has purchased or will at any time in the future purchase from Company and in all accounts, other forms of receivables, documents, returns and general intangibles that are related in any way to such inventory and equipment. A copy of this Agreement may be filed as a financing statement in which case Customer is the debtor and Company is the secured party. Customer grants Company a purchase money security interest in any goods Customer purchases until purchase price is paid in full. Customer shall perform all standard acts which may be necessary to perfect and assure retention of such security interest in Company. Customer agrees that Company shall have all rights and remedies of a secured party under the Uniform Commercial Code.
5. **DEFAULT:** If Customer defaults under this Agreement or any other lending agreement between Customer and the Company by not paying any payment when due, exceeding Customer's credit line, or breaching any other term of this Agreement or any other lending agreement between Customer and the Company, then the Company may suspend your account(s), demand immediate payment of the entire unpaid balance and start a lawsuit for collection of the balance and/or enforcement of the security interests granted to Company hereunder. All rights and remedies available to Company shall be cumulative.
6. **LIMITATIONS ON DAMAGES, STATUTE OF LIMITATIONS:** Company's sole liability for breach of warranty will be to repair or replace any defective goods or petroleum products and then only if Customer gives company written notice specifying in detail the nonconformity or defect within 30 days after the date of the invoice and Customer returns the goods to Company, Company will not be liable for any loss of profit, interruptions of business or any other special or consequential or incidental damages suffered or sustained by Customer, whether arising under contract, tort or any other theory. Any action for breach of contract must be commenced within one year from the date of delivery of the goods.
7. **COSTS AND ATTORNEY FEES; CHOICE OF LAW; CONSENT TO JURISDICTION:**
Customer will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including at trial and on appeal) as the Company may incur in any manner of collection of any sums past due. If this Agreement becomes the subject of any suit, arbitration or other proceeding or if Customer becomes the subject of any bankruptcy proceeding (including with respect to any motion for relief from the automatic stay, objection to a plan or reorganization or confirmation or other similar proceeding), the prevailing party will be entitled to its costs and attorneys' fees, whether incurred in such proceeding or in any post judgment proceeding. Oregon law, without resort to its choice of law provisions, will govern. The parties consent to the nonexclusive jurisdiction of any venue in any state or federal court located in Klamath County, Oregon.
8. **REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS:** Customer represents and warrants to the Company that this Agreement is valid, binding and enforceable against the Customer in accordance with its terms and, if Customer is a corporation or other entity, that this Agreement has been duly authorized by all necessary action of Customer's governing body. Customer agrees to provide any evidence of corporate existence and authorization that the Company may reasonably request. Customer further certifies that the information provided in the Application and Agreement is true and complete and made for the purpose of persuading Company to extend credit to Customer for purchases made by Customer. Customer and any owners, shareholders, members, and/or partners (collectively "Principals"), jointly and severally represent and warrant to Company that the purchase of fuel product(s) by Customer from Company will not result in the breach of or default under the terms, conditions or provisions of any agreement (written or verbal) to which Customer is a party or by which Customer, or any of Customer's Principals, or any affiliate or entity under common ownership or control with Customer, is bound. Without limiting the foregoing, Customer and Principals specifically represent and warrant that there is no agreement in effect that grants any party other than Customer the exclusive right to supply the above-referenced product(s) to Customer's location above, or requires Customer, or any affiliate under common ownership or control with Customer, to purchase such product(s) only from another supplier.
9. **EQUAL CREDIT OPPORTUNITY ACT NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue NW, Washington, DC 20580.
10. **CALIFORNIA PRIVACY RIGHTS:** The Company complies with the California Consumer Privacy Act ("CCPA") because your privacy is important to us. The Company's Privacy Policy outlines how we gather, use, share, and protect personally identifiable information that can be used to contact or identify you ("Data") and how it relates to the CCPA. When your personal Data is used to apply for credit, complete a transaction, verify your credit card, place an order, open an account, arrange for a delivery, or return a purchase, it is implied that you consent to our collection of personal Data and use of it for that specific reason. The Company does not sell your Data under any circumstance. For more information about your rights under the CCPA and how we use your data, please visit our Privacy Policy at <https://edstaub.myfuelportal.com/Account/Privacy>, which is incorporated by reference herein.
10. **OREGON PRIVACY RIGHTS:** For Oregon residents, when applicable under the Oregon Consumer Information Protection Act, you may have the right to: (1) confirm whether we process your personal data; (2) access your personal data; (3) correct inaccuracies in your personal data; (4) delete your personal data; (5) obtain a portable copy of your personal data; and (6) opt out of certain processing of your personal data. Information about how to exercise these rights will be available on our website at <https://edstaub.myfuelportal.com/Account/Privacy>.
11. **DATA BREACH NOTIFICATION (OREGON RESIDENTS):** In the event of a security breach involving your personal information, we will notify you in accordance with applicable law, including the Oregon Consumer Identity Theft Protection Act.
12. **TRANSFER OF SERVICE:** This Agreement is not subject to transfer or assignment by the Customer in any manner and may be subject to termination by the Company if the Customer ceases to use or occupy the property to which product is delivered. It is the Customer's responsibility to notify the Company when this occurs.
13. **INDEMNIFICATION AND HOLD HARMLESS:** Customer and each Principal of Customer, jointly and severally, will defend, indemnify, save, and hold harmless the Company and its employees, shareholders, directors, officers, agents and representatives, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consulting fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to, the Agreement. Company has relied on this provision in agreeing to supply product(s) to Customer.
14. **FORCE MAJEURE:** The Company shall not be liable for delay in delivery (or inability to deliver) due to causes beyond the Company's reasonable control including but not limited to: acts of God; acts of the Customer; acts of civil or military authority; fires; strikes; picketing or boycotts; floods; epidemics; pandemics; quarantine restrictions; war; insurrection or riot; embargoes; cybersecurity incidents; supply chain disruptions; disturbances of production or supply with Company's manufacturer/supplier; trucking or

transit shortages; wrecks or delays in transportation; unusually severe weather; or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

15. WAIVER: The failure by Company to exercise rights or privileges conferred herein shall not constitute a waiver of Company's rights at any time thereafter to enforce such terms. Customer hereby acknowledges understanding and acceptance of the above terms and conditions of sale and authorizes investigation of any and all sources listed on the Application as well as such credit bureau reports the Company may desire for the establishment and maintenance of a credit account. The undersigned certify that the information presented on the Application and in this Agreement is true and complete.

16. ENTIRE AGREEMENT: This Agreement and the Application, any other written agreements that secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any written amendments, modifications, substitutions, or replacements thereof or thereto, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement or amendment. Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement.

17. SEVERABILITY: If any term, condition or provision of this Agreement is found to be invalid or unenforceable, such term, condition, or provision shall be severed out and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. ELECTRONIC COMMUNICATIONS AND SIGNATURES: Customer consents to receive communications from Company in electronic form, including emails, text messages, and electronic documents. Customer agrees that the Company may, at the Company's sole discretion, accept, utilize and rely upon electronic communications, facsimile copies, electronic copies or photocopies of this Agreement in lieu of original documents. Customer acknowledges that by transmitting electronic communications to the Company, Customer agrees to be bound by the terms and conditions contained in this Agreement to the same extent as if originals were transmitted. Customer agrees that electronic signatures will have the same force and effect as any original signatures. Customer waives any right to object to the use of electronic communications in place of paper communications and any right to require Company to subsequently produce originals.

19. COMPLIANCE WITH LAWS: Customer agrees to comply with all federal, state, and local laws and regulations applicable to the purchase, storage, handling, transportation, and use of fuel and petroleum products, including but not limited to environmental protection laws, hazardous materials transportation laws, and workplace safety regulations. Customer shall be solely responsible for obtaining all permits, licenses, and approvals required for Customer's operations

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 consent(s) to Ed Staub & Sons obtaining their consumer credit report for the purpose of evaluating credit worthiness in connection with this credit application and also certifies that the information presented on this application is true and complete.

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

INDIVIDUAL PERSONAL GUARANTY:

In consideration of the extension of credit to the above named applicant, and to induce the extension of credit, the undersigned do(es) hereby personal guaranty as an individual and not in his/her corporate capacity the applicant, the prompt payment when due of every claim, account, past due service charge or money due which may currently exist and/or hereafter arise in favor of the Ed Staub & Sons against the applicant named. This is a continuing guaranty and shall remain in force until revoked by me (us) by notice in writing to the benefit of, as the circumstances may require, not only to the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns, as well. This obligation shall cover the renewal of any claim, account or money due guaranteed by this instrument or extension or time payment thereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. Company may release one or more guarantors, add or reduce the interest charged to applicant and add to or reduce the credit limit of applicant without affecting the obligation of guarantor(s). The undersigned further agree(s) to pay any and all reasonable collection agency, attorney and/or courts costs whether or not action is instituted for collection thereof, and if action is instituted for collection, such reasonable attorney fees as the court may award, including any attorney fees on appeal. I/we agree that jurisdiction and venue for any suit or action to enforce the terms of this agreement shall be brought in Klamath County, State of Oregon. The undersigned consent(s) to Ed Staub & Sons obtaining their consumer credit report for the purpose of evaluating credit worthiness in connection with this credit application.

Individual (NO TITLE)
Guarantor #1
Print Name _____ Signature _____ DOB ____/____/____ SS# _____ Date ____/____/____

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

For Office Use Only	
Terms: _____	Office Location: _____