



Ed Staub & Sons
Energy. Community. Service.

Ed Staub & Sons Petroleum, Inc. CONSUMER APPLICATION FOR CREDIT



Please check all that apply



Requesting Charge Account For: _____ Credit Limit Requested: \$ _____

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Propane | <input type="checkbox"/> Truck & Trailer Fuel |
| <input type="checkbox"/> Fuel Cards* | <input type="checkbox"/> Lubricants |
| <input type="checkbox"/> Heating Oil | <input type="checkbox"/> Bulk Fuel |

*Additional Documentation Required

PLEASE COMPLETE ALL FIELDS IN THE FORM BELOW

(Incomplete application may delay the account setup process)

APPLICANT:

Last Name: _____ First Name: _____ M.I.: _____
 Street Address: _____ City: _____ St: _____ Zip: _____
 Mailing Address: _____ City: _____ St: _____ Zip: _____
 SSN: _____ Date of Birth: _____ Email: _____
 Cell #: _____ Phone #: _____ Fax #: _____
 Employer: _____ Position: _____ Phone #: _____

CO-APPLICANT:

Last Name: _____ First Name: _____ M.I.: _____
 Street Address: _____ City: _____ St: _____ Zip: _____
 Mailing Address: _____ City: _____ St: _____ Zip: _____
 SSN: _____ Date of Birth: _____ Email: _____
 Cell #: _____ Phone #: _____ Fax #: _____
 Employer: _____ Position: _____ Phone #: _____

PRIMARY BANKING RELATIONSHIP:

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

NEAREST RELATIVES NOT LIVING WITH YOU:

Name: _____ Address: _____ Phone #: _____
 Name: _____ Address: _____ Phone #: _____
 Name: _____ Address: _____ Phone #: _____

STATEMENT AND INVOICE OPTIONS:

- Paperless Statements and Invoices Via Email or Fax Email: _____ Fax #: _____
 Paperless Statements and Invoices retrieved from our website (www.edstaub.com then click on "Account Login")
 Paper Statements and Invoices sent to mailing address

DELIVERY PREFERENCE:

- Routed – Deliveries will be automatically scheduled based on projected usage (available on approved credit only). Although our systems are typically accurate, it is still the applicant's responsibility to double check fuel levels in their tank(s) and notify us if the fuel level is less than 25%. Ed Staub & Sons is not liable for any damages that may occur due to a tank(s) running out of fuel.
 Will Call – Applicant is responsible to place an order for every fuel delivery at least 5 business days prior to the date needed.

PLEASE NOTE: If delivery preference is not selected or the application is not approved for credit terms, the account will be set up as Will Call

AUTOMATIC PAYMENT AUTHORIZATION AGREEMENT:

To sign up for automatic payment for all invoices when due, please furnish the information below and sign the agreement:

EFT We hereby authorize Ed Staub & Sons to initiate debit entries to our account at the depository below:

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

Credit/Debit Card (Subject to a 2.6% Convenience Fee, not eligible for Truck and Trailer Fuel)



Name on Card: _____ Card # _____ - _____ - _____ Exp. Date: _____ / _____

EFT Payments are processed on the 10th and 25th of each month, credit/debit card payments are processed every 5 days

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: 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 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 (hereafter "Company"). 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. All payments shall be in U.S. dollars.
2. 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.
3. COSTS AND ATTORNEY FEES; CHOICE OF LAW; CONSENT TO JURISDICTION: Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including at trial and on appeal) as Ed Staub & Sons may incur in any manner of collection of any sums past due. If this application becomes the subject of any suit, arbitration or other proceeding or if Applicant 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.
4. SERVICE CHARGES: Should payment for any billing sent by Company to Applicant not be received within the invoice terms, Applicant agrees to pay as a service charge a payment equal to one and one-half percent (1 1/2%) per month 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.
5. LIMITATIONS ON DAMAGES, STATUTE OF LIMITATIONS: Company's sole liability for breach of this warranty will be to repair or replace any defective goods or petroleum products and then only if Applicant gives company written notice specifying in detail the nonconformity or defect within 30 days after the date of the invoice and Applicant 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 applicant, 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.
6. FORCE MAJEURE. If a delivery date is specified, that date will be extended to the extent that delivery is delayed by reason of fire, flood, war, riot, strike, natural disaster or any other event beyond Company's reasonable control.
7. SECURITY AGREEMENT. To secure payment and performance of all Applicant's current and future obligations to Company, Applicant grants to Company a security interest in all inventory and equipment that Applicant 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 application may be filed as a financing statement in which case Applicant is the debtor and Company is the secured party. Applicant grants Company a purchase money security interest in any goods Applicant purchases until purchase price is paid in full. Applicant shall perform all standard acts which may be necessary to perfect and assure retention of such security interest in Company. Applicant agrees that Company shall have all rights and remedies of a secured party under the Uniform Commercial Code.
8. 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.

Applicant(s) hereby acknowledge 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.

X _____ Date ____/____/____
Applicant Signature (Required)

X _____ Date ____/____/____
Co-Applicant Signature (Required if Applicable)

VISIT WWW.EDSTAUB.COM TO SIGN UP FOR ONLINE ACCOUNT MANAGEMENT & ONLINE PAYMENTS

<input type="checkbox"/> Terms: _____	For Office Use Only Office Location: _____
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