



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 #: _____

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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. **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 ½%) 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 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

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 ____/____/____

<input type="checkbox"/> Terms: _____	<p style="text-align: center;">For Office Use Only</p> Office Location: _____
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