



Required
 Monthly Credit Limit Requested:

APPLICATION FOR BUSINESS CREDIT

How did you hear about APP? _____

Applying for (check all that apply): Bulk Fuels ___ Lubricants ___ Heating Oil ___ Propane ___ Card Lock ___*

Sole Proprietorship ___ Partnership ___ Corp. ___ State and Year of Incorporation: _____

Company Name: _____ Doing Business As: _____
 Billing Address: _____ City: _____ State & Zip: _____
 Tel. No.: _____ Fax No.: _____ Years At This Address: _____
 Delivery Address (if different from above): _____
 Years In This Business: _____ Accounts Payable Contact: _____ Tel No.: _____
 No. of Employees: _____ Annual Sales: \$ _____ Website Address: _____ Duns No.: _____
 Nature of Business: _____ Has Applicant Ever Filed For Bankruptcy? ___ Judgments or Liens? ___
 Do you own your building? ___ If not, provide landlord's name & tel. no. _____
 Parent Company Name, Address & Tel. No. (if applicable): _____
 Related or Affiliated Company Name(s), Address(es) & Tel. No(s). (if applicable): _____

Principals or Officers:

| <u>Name</u> | <u>Title</u> | <u>Home Address</u> | <u>Social Security Number*</u> |
|-------------|--------------|---------------------|--------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Have any principals or officers been employed by or affiliated with Applicant for less than two years? _____
 Have any principals or officers been involved in any form of bankruptcy in the past seven (7) years? _____
 * Social Security Number is required if Applicant is a proprietorship or partnership

| <u>Bank Reference</u> | <u>Address</u> | <u>Phone Number</u> | <u>Account Officer</u> |
|-----------------------|----------------|---------------------|------------------------|
| _____ | _____ | _____ | _____ |

Trade References (list any current or past suppliers of fuel)

| <u>Company Name</u> | <u>Address</u> | <u>Phone Number</u> | <u>Contact Person</u> |
|---------------------|----------------|---------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Are there any outstanding loans to Applicant? _____ If yes, then list the following for each loan (attach additional pages if necessary):

| <u>Lender</u> | <u>Type of Loan</u> | <u>Balance</u> | <u>Payment</u> | <u>Collateral</u> |
|---------------|---------------------|----------------|----------------|-------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Excluding loans above, are Applicant's accounts receivable, inventory, or equipment subject to liens or security interests? _____ If yes, list the following (attach additional pages if necessary):

| <u>Secured Party</u> | <u>Nature of Debt</u> | <u>Amount of Debt</u> | <u>Collateral</u> |
|----------------------|-----------------------|-----------------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Sales Tax to be Charged? _____ (If no, complete and attach Resale Certificate) Resale No.: _____

State Excise Tax Exemption? _____ (If yes, attach copy of special fuel permit) License No.: _____

Purchase Order Required? _____

Oregon PUC License Number (if applicable) _____

* Are you presently a Pacific Pride or AmeriNet cardholder? _____ Yes _____ No

Card Number: _____ When did you last use your card? _____

APP reserves the right to require the following documents of all credit applicants:

- Financial statements for the last two years prepared by an accountant using GAAP
- Current year-end statement, or corporate tax return in lieu thereof, if businesses is less than two years old
- Personal financial statements of principals or personal tax return in lieu thereof if proprietorship or partnership

PURCHASE AGREEMENT

The parties hereby agree that all purchases made are subject to the following terms and conditions:

1. All amounts due for products and services purchased from APP are payable at 2320 Milwaukee Way, Tacoma, WA 98421.
2. The undersigned customer ("Customer") is liable to APP for all products purchased and received, whether or not Customer receives an invoice. All amounts due to APP are payable as stated on APP's invoice. All past due amounts are subject to a late charge of 1 ½% per month. Customer acknowledges APP's invoice may reflect a price variance between products purchased with cash, check, or electronic transfer and products purchased with a credit card.
3. In the event the account is turned over to an attorney or collection agency for collection, Customer will pay all reasonable attorneys' fees plus all attendant collection costs whether or not suit is commenced.
4. Customer will notify APP by certified mail of any pending change of ownership and further agrees to be liable for all purchases should Customer fail to comply with said notification. If the guarantee attached to this agreement is executed by more than one person then in such event the liabilities and obligations of Customer shall be joint and several, and singular words herein shall be read as if written in plural.
5. The products and/or services purchased from APP are not payable in installments, but payable in full per invoice. Customer agrees to accept liability for unauthorized use of any card issued Customer, and for any attorneys' fees incurred by APP in collecting unauthorized debts, even if the liabilities exceed the thresholds established in the federal law, 15 U.S.C. 1643.
6. Release of credit information: Customer authorizes APP to inquire into and obtain from any bank, lending institution, or credit reference, whether listed on Customer's credit application or not, any and all information relating to Customer's credit worthiness or financial condition.
7. All disputes that may arise out of the Agreement will be within the exclusive jurisdiction of and will be resolved under the laws of the State of Washington. Venue shall be in Pierce County, Washington.

8. Option to Waive: APP may, at its option, waive any of its requirements, or excuse Customer's non-compliance with any of its obligations. However, any such waiver or excuse shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent APP from declaring a breach or non-compliance by Customer, either of the same term or otherwise.
9. Returned goods will not be accepted without prior authorization. All returned goods are subject to a restocking fee.
10. All returned checks or electronic payments are subject to a \$35.00 fee.
11. If Customer is a business, the following shall apply: As an inducement for APP to issue network fuel access card(s), Customer acknowledges (1) that the cardlock network fueling access cards are being issued to a business for the limited purpose of activating cardlock network automated fueling dispensers for that business and recording the time, place, date, gallonage, and cost of the fuel dispensed so that the transaction can be completed by issuance of an invoice to Customer at a later, mutually agreed date; and (2) the process for issuing cardlock network fueling access cards is a process separate and distinct from the process of issuing credit to a business.
12. If network fueling access cards are issued to Customer the person signing this Purchase Agreement must designate on APP's Fleetwide/CFN Card Requirements Form those persons who are authorized to add new cards, make changes to existing cards, access or change driver identification number information, or institute changes to cards via website access ("Authorized Persons"). Customer will be asked to provide a password to be used by all Authorized Persons. Customer is solely responsible for protecting its password and must notify Associated in writing executed by an officer of the company of any change in the password or in Authorized Persons. Customer acknowledges that Fleetwide/CFN cards are being issued for commercial use only.
13. If Customer's password or any network fueling access card issued to Customer is being misused or has been lost or stolen, Customer is responsible for all costs or losses arising from such misuse, loss, or theft and should immediately contact APP at the address above or at (253) 627-6179.
14. APP may terminate this Agreement or the rights granted hereunder upon oral or written notice to Customer, and may revoke card privileges for any reason at APP's sole discretion.

Name: _____ Title: _____ Date: _____

Signature: _____

INDIVIDUAL GUARANTEE

I, _____, residing at _____ (physical address) with home telephone number _____, for and in consideration of APP's extending credit at my request to the following company, _____ (hereinafter referred to as "Company"), of which I am _____, hereby absolutely and unconditionally personally guarantee to APP payment of any obligation of the Company and hereby agree to bind myself to pay APP on demand any sum which may become due to APP by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive notice of default or non-payment. Furthermore, I do hereby authorize and consent to any extensions, modifications, amendments or renewals of the credit or purchase agreement hereby guaranteed. I agree to pay, in the event the Company's account becomes delinquent and is turned over to an attorney for collection, reasonable attorneys' fees plus all attendant collection costs whether or not suit is commenced. This guarantee shall be enforceable before or after proceeding against the Company. I hereby irrevocably forever waive, disclaim, and relinquish all claims, rights, or remedies I may now have or hereafter have or acquire against the debtor Company, specifically including, without limitation, any claim, right, or remedy of subrogation, exoneration, reimbursement, indemnification, or contribution, I may have against the Company, including without limitation claims arising by virtue of execution of this Guaranty, so that at no time will I be or become a "creditor" of the Company within the meaning of 11 U.S.C. 101(10) or 547(B), or any successor provisions of the federal bankruptcy laws, as a result of this guarantee. If payment is made by the Company, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter APP is forced to remit the amount of that payment plus any interest thereon paid to the Company's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness will be considered unpaid for the purpose of enforcement of this Guarantee to the extent of such payment, interest thereon and related attorneys' fees and costs plus all amounts of indebtedness then unpaid.

Signed: _____ Date: _____
Signed: _____ Date: _____