

CARDLOCK CREDIT APPLICATION AND AGREEMENT



Please fill out this form completely. Incomplete forms 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 for fuel access cards.

Sales Person: _____

BUSINESS INFORMATION

Date: _____ Federal Tax ID #: _____

Legal Company Name: _____ DBA: _____

Physical Address: _____
street city state zip

Mailing Address: _____
street city state zip

Business Phone: _____ Cell Phone: _____ Fax: _____

Email: _____ Type of Organization: Sole Proprietorship Partnership Corporation

Type of Business: _____ # of Employees: _____ # of Years in Business: _____

OWNERSHIP INFORMATION

List Owner(s) Partner(s) Shareholders Names (Attach additional sheet if necessary)

Owner 1: _____ SSN #: _____ Title: _____

Home Address: _____
street city state zip

Home Phone: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

Owner 2: _____ SSN #: _____ Title: _____

Home Address: _____
street city state zip

Home Phone: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

BANK REFERENCE

Bank Name: _____ Contact: _____ Phone: _____

Acct #: _____ City: _____ State: _____

MAJOR TRADE REFERENCES

Company Name: _____ Phone: _____ Fax: _____

Company Name: _____ Phone: _____ Fax: _____

Company Name: _____ Phone: _____ Fax: _____

Company Name: _____ Phone: _____ Fax: _____

CARDLOCK INFORMATION

Desired Monthly Credit Limit: \$1 – \$10,000 \$10,001 – \$25,000 \$25,001 – \$50,000 \$50,001 and over

Desired Credit Term: 7 Days 15 Days

Anticipated monthly fuel usage in gallons: _____ # of Drivers: _____ # of Cards Needed: _____

Cardlock Contact Person: _____ Phone: _____

Accounts Payable Contact: _____ Phone: _____

Sales Person: _____ Phone: _____ Email: _____

CARDLOCK AGREEMENT

This Cardlock Agreement is entered into between AmeriFuel and Customer for the purpose of opening of a Cardlock account or receiving fuel access cards. This Agreement supersedes any previous Cardlock agreements between AmeriFuel and Customer. The parties agree to the following terms and conditions:

1. That the fuel access cards issued by AmeriFuel to Customer are charge cards NOT credit cards.
2. By using fuel access cards, Customer accepts the obligation for full payment for all fuel registered through the Cardlock account number(s) assigned to Customer by AmeriFuel. Customer assumes all liability arising from the use, misuse, unauthorized use, loss or theft of any one or more of the fuel access cards. If Customer knows of or suspects the loss, theft, or possible unauthorized use of a card or account or if Customer would like to terminate a fuel access card, then Customer must immediately notify AmeriFuel by calling (800) 572-9634. Customer remains responsible for all charges, including unauthorized charges, until Customer gives written notice to AmeriFuel to disable cards. Written notification must be mailed to AmeriFuel P.O. Box 98, Grandview, WA 98930. Notice to disable cards must include the card number. Customer will pay for all products delivered through the Cardlock System occurring before AmeriFuel receives written notice.
3. Customer certifies that all employees and agents using a card issued under Customer's account will be taught proper safety regulations to ensure safe operation at all fueling locations. Customer will indemnify and hold AmeriFuel, its officers, directors and shareholders, and agents harmless from any liability, including those for bodily injury and property damage that may be caused in whole or in part by the use of the fuel access cards by the Customer or those using the fuel access cards delivered to the Customer.
4. Upon acceptance, AmeriFuel will provide Customer with personal identification number(s) (PIN) to prevent unauthorized use of Customer's account and fuel access cards. Customer will NOT write the PIN on the fuel access card or leave the PIN in a place where an unauthorized user would have access to it. If Customer discloses a PIN or writes a PIN on a fuel access card, then Customer is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional. Customer will safeguard the fuel access cards and PINs from all unauthorized users. This includes protecting the fuel access card from devices that may skim or replicate the fuel access cards in some way. Customer will be responsible for all transactions initiated with a skimmed or replicated fuel access card assigned to Customer.
5. Customer is responsible for all purchases by any person using the fuel access cards issued to Customer, including criminal or fraudulent purchases. Customer is liable for the use, misuse, unauthorized use, loss, or theft of any of the fuel access cards.
6. Fuel prices are subject to change at any time and without notice. Fuel purchased from the Cardlock System will include applicable fuel taxes unless Customer is exempt from tax pursuant to state and federal laws. Exemption from state taxes will only be granted upon proof of exemption as required by AmeriFuel. Customer retains full responsibility for tax payments should a taxable use arise, including cancellation or expiration of exemption permits.
7. Customer will review all invoices provided by AmeriFuel and will notify AmeriFuel no later than 15 calendar days after the date of each invoice of any errors with respect to the invoices. After 15 calendar days, each such invoice and the transaction therein will be binding on Customer.
8. Either party may terminate this Agreement by giving 30 days' written notice to the other party. Upon termination, Customer will immediately return all fuel access cards issued to Customer and immediately pay all outstanding sums owing to AmeriFuel. AmeriFuel may place Customer's account on hold or on a C.O.D./cash only basis at AmeriFuel's option and without advance notice.
9. Customer will pay a finance charges computed by a periodic rate of 1.5% per month (annual rate of 18%) on any balance that AmeriFuel assesses as past due, or the maximum rate otherwise allowed by law.
10. If either party incurs attorneys' fees to enforce this Agreement, the prevailing party may recover any attorneys' fees incurred from the non-prevailing party. This clause applies regardless of whether a lawsuit is filed and includes any fees and costs incurred in a bankruptcy proceeding. This Agreement will be interpreted under the laws of the State of Washington. Customer consents to the personal jurisdiction of the courts of the State of Washington and venue in Yakima County, Washington.
11. This Agreement is subject to AmeriFuel's acceptance. Payment terms and payment method is subject to credit approval. AmeriFuel reserves the right to electronically deposit any check payment received. Facsimile or electronic signatures will be deemed to constitute and be an original signature of the party.
12. The undersigned individual represents she/he is authorized to enter into this Agreement on Customer's behalf.

* CUSTOMER'S SIGNATURE

PLEASE PRINT NAME AND TITLE

DATE

* CUSTOMER'S SIGNATURE

PLEASE PRINT NAME AND TITLE

DATE

CONTINUING PERSONAL GUARANTEE

Guarantor(s) individually, jointly and severally unconditionally guarantees to AmeriFuel the payment of all sums owed by Customer to AmeriFuel, as may now exist and as may hereafter arise in favor of AmeriFuel, and agree to be bound by all of the terms and conditions described in this Application and Agreement. Any bankruptcy, receivership or other insolvency proceeding of Customer will not affect Guarantor's obligation hereunder. AmeriFuel, in its sole discretion, may proceed against Guarantor, jointly and severally, to collect any obligation covered by this Agreement and Personal Guaranty without first or jointly proceeding against the Customer. The rights and obligations of this Personal Guarantee will inure to the benefit of AmeriFuel, its successors and assigns, and will be binding on Guarantor and his/her/their heirs and assigns. This Personal Guaranty remains in effect until written notice of actual revocation is received by AmeriFuel.

* GUARANTOR'S SIGNATURE PRINT NAME ONLY (no titles or company info) DATE

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ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

If you would like to make payment via Electronic Fund Transfer (EFT), please fill out the authorization.

I/we hereby authorize AmeriFuel and affiliated companies to initiate debit entries to the account listed below.

Bank Name: _____ Phone: _____

Bank Account #: _____ ABA #: _____

This EFT Agreement will remain in effect until AmeriFuel's bank receives written notification from an authorized user in such time and manner as to afford AmeriFuel's bank a reasonable opportunity to act on the notification. This Agreement allows AmeriFuel to charge debits to this account at frequent intervals for varying amounts.

Company Name: _____ Contact: _____

Billing Contact: _____ Phone: _____ Fax: _____

Email: _____ Invoice Options: Email Mail

* AUTHORIZED SIGNATURE PRINTED NAME DATE

ATTACH VOIDED CHECK