



Po Box 246
Ellensburg WA, 98926
509-925-1366
Fax 509-962-4464

ACCOUNT APPLICATION

Application for: Farm or Commercial Heating Oil
(please check all that apply) Pacific Pride Cardlock Propane

Customer Legal Name: _____ Phone: _____
Mailing Address: _____ Cell Phone: _____
City: _____ State: _____ Zip: _____ SSN: _____
Service Address: (same as above) _____
City: _____ State: _____ Zip: _____
E-mail Address: _____
Employer: _____ Employer Phone: _____
Spouse Name: _____ Spouse SSN: _____
Spouse Employer: _____ Employer Phone: _____

Applying for business credit
Company Name: _____ Phone: _____
Mailing Address: _____ FAX: _____
City: _____ State: _____ Zip: _____ Federal ID: _____
Legal Structure: Corporation Partnership LLC Sole Proprietor Non-Profit

Bank Name: _____ Address: _____

ACCOUNT TYPE: Checking Savings Other

Please Provide Three Credit References (OPEN TRADE AND CREDIT CARD ACCOUNTS)

- 1. _____ Phone: _____
- 2. _____ Phone: _____

3. _____ Phone: _____

**TERMS AND AGREEMENT
ACCESS CARD TERMS & CONDITIONS
"AGREEMENT"**

**THE UNDERSIGNED ("PURCHASER") AGREES TO THE FOLLOWING TERMS AND CONDITIONS IN ALL
TRANSACTIONS WITH A-1 PETROLEUM, INC. ("COMPANY"), UNLESS OTHERWISE AGREED TO IN
WRITING BY AN AUTHORIZED COMPANY OFFICER**

1. Purchases shall only be used for vehicles owned and/or operated by the Purchaser for commercial use;
2. The access card(s) issued under this Agreement is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the cardlock system. The access card(s) is not a credit card. By signing this application, it is understood that the federal \$50.00 liability limit for credit cards shall not apply to the Pacific Pride and/or AmeriNet cardlock access cards issued on the account. All purchases will be the responsibility of the Purchaser. Please note that any issuance of credit to the Purchaser is independent of the process for issuing a Pacific Pride and/or AmeriNet cardlock access card pursuant to this Agreement.
3. In the event that any legal action is required to collect on this account, Company will determine venue for such legal matters, and the Purchaser will cover all collection and/or legal costs or fees.
4. Purchaser shall be responsible for all purchases by Purchaser or any other persons using the access cards issued to the Purchaser, regardless of whether the use by another person is authorized or is fraudulent. The undersigned will *immediately* (i.e. within 24 hours of the time Purchaser should have discovered the problem) notify the Company of a lost, stolen or misused card, and when a card needs to be invalidated when an employee is terminated. The Purchaser agrees that they will not have the PIN#/security access code on or near the card should it be lost or become used fraudulently in any way.
5. The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
6. The Purchaser agrees that they have 15 days from their billing statement date to dispute any charge(s) noted within that statement.
7. If there is any change in the ownership of the Purchaser or if substantial assets of Purchaser are sold, the Purchaser shall promptly notify Company of such sale and Company shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Company. If there are ownership changes made, a new application will be filled out reflecting all current company ownership information of Purchaser.
8. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling of the fuels dispensed from the cardlock system. The Purchaser agrees to indemnify and hold Company harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence or misuses of the cardlock system by the Purchaser or any person using the cardlock cards delivered to Purchaser hereunder.
9. Company shall use its best efforts to maintain the cardlock system in good working order and condition at its expense, provided, however, Company shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to the Purchaser shall promptly notify Company of any malfunctioning of the cardlock system of which Purchaser or any such person is aware.
10. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Company. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Company. Company shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Company are paid in full.
11. In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Company, including but expressly not limited to the failure to pay all sums owing to Company when due, then in addition to any other sums due or payable to Company by Purchaser, Purchaser agrees to pay the reasonable attorney's fees and costs incurred by Company in the enforcement of the Company's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of the Company then such further sum as the court may adjudge reasonable as attorneys fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
12. All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's other branch or regional accounts, whether set up now or in the future.
13. No Finance Charge will be assessed on accounts paid within 30 days from the date of purchase. Accounts not paid within the 30-day grace period will, on our billing date (the last calendar day of each month), shall add a finance charge calculated at the periodic rate of 1½% per month which is an annual percentage rate of 18%. If collection is made by suit or otherwise, Purchaser agrees to pay all interest, collection costs and attorneys fees. Company will assess a \$35.00 handling fee on all NSF returned checks. Payments can be conveniently mailed to A-1 Petroleum Company Po Box 246 Ellensburg WA, 98926.
14. Purchaser makes the following warranties and representations:
 - A. I have read, understood and agree to the Terms and Conditions presented on this application;

- B. I warrant the above information to be true and accurate to the best of my knowledge;
- C. I agree to abide by A-1 Petroleum Inc.'s credit policy, terms and conditions.

APPLICANT/PURCHASER:

Printed Name

Signature

Date

Information provided will be only used by A-1 Petroleum, Inc. And will be held in the strictest confidence. Information provided will not be sold or provided to any other party or parties.

PERSONAL GUARANTY:

Your signature below guarantees the payment when due of all charges for the referenced account of said goods and services delivered on or after this date.

Personal guaranty is required for all sole proprietorships, S-Corporations, Limited Liability Companies, C-Corporations and Partnerships and must be guaranteed by principal owners and/or officers.

GUARANTOR:

Printed Name

Signature

Date

Please drop by the office with your application.

You may also mail or fax it to:

A-1 Petroleum Inc.
P.O. Box 246
Ellensburg WA 98926
(509)962-4464