



Account Application  
1-800-441-1215  
FAX 714-922-7380

FOR OFFICE USE ONLY	
Code	Salesperson

Cardlock Fuels System, Inc. • P.O. BOX 7003 • LANCASTER, CA 93539 • www.scfuels.com

### BUSINESS INFORMATION

Legal Name of Company	Date of Application	Telephone #	Fax #	E-Mail
Main Business Activity	Years in Business			SIC Code
Company's Current Address	City	State	Zip	How Long At This Address?
Billing Address, If Different	City	State	Zip	Telephone #
Company's Previous Address	City	State	Zip	How Long At This Address?

Check one of the following:  
 Proprietorship    Partnership    LLC    Corporation    Non Profit   Federal ID # \_\_\_\_\_

### BUSINESS BANK INFORMATION

Primary Bank	Address	City	State	Zip
Bank Contact Person/Phone #	Fax #	Account Type & Number:		

### CREDIT REFERENCES

Business Name	Address	City	State	Phone #	Fax #
Business Name	Address	City	State	Phone #	Fax #
Business Name	Address	City	State	Phone #	Fax #

### FUELING PROFILE

Number of Vehicles to Use the System	Expected Monthly Fuel Expenditures	Initial Credit Amount Requested
--------------------------------------	------------------------------------	---------------------------------

Please specify the number of vehicles in fleet per type of fuel   Gasoline \_\_\_\_\_ + Diesel \_\_\_\_\_ + All Products \_\_\_\_\_ = Total number of vehicles \_\_\_\_\_  
Number of vehicles                      Number of vehicles                      Number of vehicles

### OWNER, PRINCIPAL AND/OR OFFICER OF THE COMPANY

Name \_\_\_\_\_ Position \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address \_\_\_\_\_ City/St \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home Phone \_\_\_\_\_ Driver's Lic # \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Previous Address \_\_\_\_\_  
Personal Net Worth \_\_\_\_\_ Have You Ever Filed For Personal Bankruptcy? \_\_\_\_\_

I certify that I am the person named above and the information is true and correct. As a principal of \_\_\_\_\_, I authorize and request Cardlock Fuels System, Inc. to consider my personal credit in conjunction with this application for my company's account.

**[X] Signature** \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address \_\_\_\_\_ City/St \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home Phone \_\_\_\_\_ Driver's Lic # \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Previous Address \_\_\_\_\_  
Personal Net Worth \_\_\_\_\_ Have You Ever Filed For Personal Bankruptcy? \_\_\_\_\_

I certify that I am the person named above and the information is true and correct. As a principal of \_\_\_\_\_, I authorize and request Cardlock Fuels System, Inc. to consider my personal credit in conjunction with this application for my company's account.

**[X] Signature** \_\_\_\_\_

# QUICK PAY PROGRAM / ELECTRONIC INVOICE

No charge assessed for Quick Pay Program or electronic invoicing elections. Fees are assessed for mailed invoices and payments not made via the Quick Pay Program.

**PAYMENT METHODS** – Please initial choice:

\_\_\_\_\_ **QUICK PAY PROGRAM** – (Electronic Funds Transfer) No fees charged. Net 15 day terms. (Please attach a voided check)  
\_\_\_\_\_ **CHECK Semi-Monthly** – Fees apply subject to change. Net 15 days.

**INVOICE OPTIONS** – Please initial choice:

\_\_\_\_\_ **ELECTRONIC** – No fees apply.  
\_\_\_\_\_ **U.S. MAIL** – Fees apply.

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

We hereby authorize CF and each of its successors and assigns and all of its divisions and other subsidiary companies to initiate debit entries to my (our) checking account indicated below and the depository named below (hereinafter called "Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile.

DEPOSITORY BANK NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
BANK ACCOUNT # \_\_\_\_\_ ABA# (Routing#) \_\_\_\_\_

This EFT agreement is to remain in full force and effect until CF and Depository have received written notification from me (us) in such time and manner as to afford CF and Depository a reasonable opportunity to act on the notification. This agreement allows CF to charge debits to this account at frequent intervals for varying amounts.

CUSTOMER NAME \_\_\_\_\_ CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_ DATE \_\_\_\_\_

ATTACH VOIDED CHECK

John Doe		1234
PAY TO THE ORDER OF _____		DATE _____
_____ \$ _____		DOLLARS
<b>VOID</b>		
FOR Bank 12345 Anywhere Anytown, CA 12345 123-456-7890 123456789 1234567890 1234		

## AGREEMENT TO PAY CHARGES

The Customer and each Guarantor, unconditionally, jointly and severally guarantee full and prompt payment of all sums that may, from time-to-time, be owing to Cardlock Fuels System, Inc. (hereinafter "CF") by Customer as a result of this agreement. Such sums include but are not limited to, reimbursement in the amount of petroleum products and related merchandise obtained payments for other services obtained using CF access cards and applicable interest penalties or service charges. If this amount is not received by CF within fifteen (15) calendar days of due date shown on the statement, Customer and Guarantors agree to pay interest at a rate of 1% per month on the past due balance until paid. By signing this agreement, Customer and Guarantors acknowledge that this interest charge does not reflect an extension of credit, but an agreed to service charge for failure to timely pay for goods and services delivered. If CF must use an attorney or collection agency to collect any overdue amount from Customer and/or Guarantors, or any other breach of this agreement, Customer and such Guarantor agree to pay reasonable attorney fees and costs incurred by CF. In consideration of charges to be allowed to the Customer, the Guarantor hereby personally guarantees payment of all amounts due from Customer to CF of every kind and description incurred by Customer from and after the date of this Agreement. This is a continuing guaranty and shall remain in full force until written revocation from the Guarantor is actually received and acknowledged by CF, but such revocation shall be effective only as to claims of CF that arise out of transactions entered into after receipt of such notice. CF may extend, alter, or change the terms of credit to Customer without notice to or consent of Guarantor and any such extension, alteration or change is included within this continuing guaranty. Guarantor waives provision of California Civil Code sections 2819 and 2845 and any similar provision of law and agrees CF may proceed directly against Guarantor to collect any amount owed without joining or otherwise naming Customer as a defendant, at CF's sole discretion. The undersign's liability shall not be reduced by reason of CF's failure to take action against Customer or by a compromise or extension granted by CF to Customer.

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

In consideration of the issuance of access cards by CF to it, Customer agrees that any liability arising or resulting from the misuse, unauthorized use, loss or theft of any or more of the cards issued to it, giving access to the CF control terminal operated by CF for the dispensing of motor fuel or in otherwise obtaining products or services shall be fully borne, assumed and paid by Customer. It is further agreed that Customer's liability for purchases made with lost or stolen cards extends only to noon of the first business day following CF's receipt of written notice of the lost card or cards, provided this notice includes the card number of each lost or stolen access card. This notice shall also include the identification of the person responsible for the loss. It is further understood and agreed between the parties that said cards are issued solely for the conduct of its business by the employees of Customer.

Customer certifies everyone using an access card issued in the name of Customer will be taught all safety regulations issued by CF to ensure safe operation of all CF fueling sites. CF shall not be liable for any damage or claims that may result from its failure to provide fuel or the failure of the equipment in any manner whatsoever. Customer covenants to use, and to cause any person using an access card issued to Customer to use, their best efforts to avoid any fuel spills at the sites and to keep the fueling sites neat and clean. Customer and those using the access cards delivered to Customer hereunder represents to CF that those using the fueling sites are aware of the proper use of the fueling sites and Customer and Guarantors will indemnify and hold CF, its officers, directors, shareholders, landlords, tenants and agents harmless from any liability, claims and costs including, but not limited to those for bodily injury and property damage that may be caused in whole or in part by the use of the access cards by the Customer or those using the access cards delivered to the Customer hereunder.

The access cards will be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be available for personal or retail use. This is a commercial transaction and does not constitute consumer credit under any applicable law. CF maintains the absolute right exercisable in its sole discretion to interrupt or terminate use of any and all CF access cards issued to Customer. Any claim for defective fuel or any other claim of defective product(s) is waived by Customer and Guarantor unless made within fifteen (15) days from the Customer's purchase of defective fuel or purchase of the product or services giving rise to the claim.

In consideration of CF selling merchandise and services to this Customer, the Customer agrees to CF's payment terms and conditions hereof and as described on CF's billing statement regarding all purchases made by Customer, on Customer's behalf or using CF access cards issued to Customer. Any claim for defective fuel or any other claim of defective product(s) is waived by Customer and Guarantor unless made within fifteen (15) days from the Customer's purchase of defective fuel or purchase of the product or services giving rise to the claim.

Any disputed charges must be identified by Customer and/or Guarantor within 90 days of original invoice date. After 90 days, all charges are considered valid. Customer agrees that it shall notify CF no later than the earlier of (i) forty-eight (48) hours following receipt of the CF statement including unauthorized use of access cards or (ii) upon learning of unauthorized use of access cards. Without in any manner limiting the full assumption of liability set forth in this paragraph and in this agreement, Customer agrees to and acknowledges full liability for any losses resulting from any failure to report unauthorized use of access cards in accordance with the terms hereof.

Customer agrees to pay CF a maintenance fee of \$18.00 per year. In addition, Customer agrees to pay a new account access card nonrefundable set up charge in the amount of \$25.00.

If any amounts due hereunder are not received by CF within fifteen (15) calendar days of due date shown on the statement. Customer agrees to pay interest at a rate of 2% per month on the past due balance until paid. By signing this agreement, Customer acknowledges that this interest charge does not reflect an extension of credit, but an agreed to service charge for failure to timely pay for goods and services delivered. If CF must use an attorney or collection agency to collect any overdue amount from Customer, or any other breach of this agreement, Customer agrees to pay reasonable attorney fees and costs incurred by CF.

It is understood that all sales, billing, and processing of accounts receivables, applications and credit are processed through CF's headquarters in Lancaster, Los Angeles County and its offices in Orange County, CA, and that the contract is performed at these locations. Therefore, at the sole option of CF, either county is proper venue for litigation. We further covenant and agree, that in CF's absolute discretion, if suit or litigation is filed, that the Municipal or Superior Court of Los Angeles or Orange County, CA shall have jurisdiction over us and all our assets. Notwithstanding the point of sale, the parties agree to any issues between them will be determined under the laws of state of California. This agreement may not be modified unless by mutually executed in writing. We may change this agreement at any time. We will notify you of such changes by mail or electronic message. If you maintain and use your Cardlock Account after the effective date of a change, you indicate your agreement with the change.

The undersigned warrants that all information provided in this application is accurate and complete. The undersigned authorizes CF to check with credit reporting agencies, credit references and sources to confirm all information provided and/or collect amounts owed.

## AUTHORIZED COMPANY REPRESENTATIVE

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Signature** \_\_\_\_\_ Date \_\_\_\_\_

FOR OFFICE USE ONLY	
Credit Manager, SC Fuels	Date