

CREDIT APPLICATION AND ACCOUNT AGREEMENT



WWW.FUEL-CARD.COM

530-741-4891

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| 1 WEBSITE | FIRM ADDRESS | E-Mail Address _____ Date: _____ |
| | Full Name of firm _____ Telephone () _____ | |
| | Mailing Address _____ City _____ St _____ Zip _____ | |
| | Street Address _____ City _____ St _____ Zip _____ | |
| | Home Office Address _____ City _____ St _____ Zip _____ | |
| COMPANY | CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED | |
| | <input type="checkbox"/> Single Entity Not a Subsidiary <input type="checkbox"/> Subsidiary of Parent Company How Long in Business _____ Type of Business _____ <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership | Corporate ID# _____ Name and Address of Parent Company _____ _____ _____ |
| | LIST NAMES AND ADDRESSES OF PARTNERS OR CORPORATE OFFICERS _____ Telephone () _____ | |
| PERSONAL | Owner or Manager's Name _____ Title _____ Spouse's Name _____ | |
| | Home Address _____ City _____ St _____ Zip _____ How Long? _____ | |
| | Home Phone _____ Fax _____ Mobile Phone _____ | |
| | Previous Address _____ City _____ St _____ Zip _____ How Long? _____ <input type="checkbox"/> Own <input type="checkbox"/> Buying <input type="checkbox"/> Renting | |
| | Name and address of nearest relative not living with you. _____ Phone _____ | |
| | Social Security Number _____ Date of Birth _____ Have you ever filed bankruptcy? _____ When? _____ | |
| REFERENCES | Bank Name and Branch _____ City _____ State _____ | |
| | Name of Bank Officer _____ Account # _____ Phone Number _____ | |
| | Reference _____ Address _____ | |
| OFFICE USE ONLY: AGREEMENT & GUARANTY | I have made the above statements for the purpose of obtaining credit for products and services provided by Lakeview Petroleum. I certify they are true and authorize Lakeview Petroleum to make a credit investigation. Billings shall be issued twice each month and payment shall be made in full at Marysville, Ca within 10 days of the invoice date or by an authorized agreement for direct payments when due. I agree to pay a late charge of 1 1/2% per month(18% per year) or \$25.00 minimum on any delinquent balances. This agreement includes the terms and conditions on the reverse side of this APPLICATION. Facsimile signatures shall have the same force and effect as original signature. A service charge of \$25.00 will be charged for each check returned un-paid. Notwithstanding that this account is established in the name of the company or person listed above, I personally guarantee payment of this account. | |
| | Printed Name: _____ Signed: _____ Date: _____ | |
| | Partner/Spouse Printed Name: _____ Signed: _____ Date: _____ Payment Terms: Net due and payable on receipt of our Statement/Invoice. | |

ADDITIONAL TERMS FOR PRODUCTS AND SERVICES

Purchases will be for vehicles owned and operated by the Purchaser. Purchaser shall be responsible for all purchases by the Purchaser or any other person using CARDLOCK cards issued to Purchaser and any other NON-CARDLOCK products and services regardless of whether use by any other person(s) is unauthorized or fraudulent.

If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Lakeview Petroleum (hereinafter referred to as "Supplier") of such sale and Supplier 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 Supplier.

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 local Fire Code in the handling of the fuels dispensed from the CARDLOCK system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not limited to, those for bodily injury and property damage which may be occasioned by negligence or misuse of the CARDLOCK system by any manner whatsoever. Purchaser agrees that it and any person using the CARDLOCK cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the CARDLOCK system of which Purchaser or such person is aware. Supplier shall use its best efforts to maintain the CARDLOCK system in good working order and condition at its expense, provided however, Supplier 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 will be responsible for the clean-up on any and all fuel spills and any damaged equipment repairs caused by Purchaser or any person using CARDLOCK cards delivered to Purchaser. It will be the responsibility of the Purchaser to report any such spill or damage to Supplier immediately and contain said spill with absorbent material furnished at the site.

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 Supplier and may be terminated without cause upon 30 days notice to Purchaser. Upon termination, Purchaser agrees to immediately surrender all CARDLOCK card(s) issued to Purchaser and to immediately pay all outstanding sums to Supplier.

In the event of a breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay all reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights whether or not a suit or action is filed, in addition to all other sums provided by law. Purchaser further agrees to pay all reasonable attorney's fees and costs incurred by supplier in connection with the collection of any judgement rendered by a Court of Law in favor of Supplier and against Purchaser. In the event court proceedings are filed to enforce Supplier's rights hereunder, Supplier may choose venue in Sutter County or Yuba County, or other appropriate County.

Purchaser agrees and warrants that it shall not allow the PIN numbers to be stores with or on the fuel cards provided by Supplier. Purchaser shall be responsible for all purchases made using CARDLOCK cards delivered to Purchaser. In the event a card(s) are lost or stolen, Purchaser shall be responsible for all purchases made on said card(s) for up to 24 hours from the time Purchaser notifies in writing, by facsimile or by hand delivery of the lost or stolen Card(s).

All payments will be applied to late charges (if any) then to oldest outstanding balance.

All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts whether set-up now or in the future.

For an Individual Account, Please list your current employer: _____

Address: _____ Telephone: _____

Person to contact regarding arrangements for ordering cards:

Name: _____ Telephone: _____

Are you currently a Pacific Pride User? Yes _____ No _____

Gasoline _____ Diesel _____ Please check if DIESEL is for Off-Highway Use: Yes _____ No _____

PAYMENT OPTIONS

Authorization for Direct Pay _____ Charge my credit card automatically _____

Customer Signature: _____ Title: _____

PLACE
STAMP
HERE

LAKEVIEW []
PETROLEUM COMPANY

P.O. Box 510
Marysville, Ca 95901

Please fold and tape here

