InterState Oil Company

AN INDEPENDENT FRANCHISEE OF PACIFIC PRIDE® THE COMMERCIAL FUELING SYSTEM

member of CFN®

MAIN OFFICE

8221 ALPINE AVE.
SACRAMENTO, CA 95826
PH: (916) 457-6572
FAX: (916) 457-0307

BRANCHES

50 LILLARD DRIVE
SPARKS, NV 89434
PH: (775) 359-1586
FAX: (775) 359-0160

2940 ARCADE WAY
REDDING, CA 96002
PH: (530) 222-3031
FAX: (530) 222-8517

3609 SO. BAGLEY AVE.
FRESNO, CA 93725
PH: (559) 233-3221
FAX: (559) 233-1532

183 W. MAIN ST.
WOODLAND, CA 95695
PH: (530) 662-5481
FAX: (530) 662-9148

255 12TH STREET
ELKO, NV 89801
PH: (775) 738-0102
FAX: (775) 738-1193

CREDIT APPLICATION

PLEASE CHECK ALL THAT APPLY FOR YOUR NEEDS:

- ☐ LUBRICANTS, FILTERS, CHEMICALS, AUTOMOTIVE APPEARANCE PRODUCTS
- ☐ DIRECT DELIVERY FUEL (4,501 GAL +)
- ☐ TANKWAGON (BOBTAIL) FUEL DELIVERY (4,500 GAL OR LESS)
- ☐ CARDLOCK FUELING CARDS

INFORMATION

Company Name	Telephone No.	Fax No.	
Billing Address	City	State	Zip
Delivery Address	City	State	Zip
Nature of Business	Year Established	Email Address	

Type of Business: ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

PURCHASE ORDER REQUIRED? ☐ YES ☐ NO SALES TAX STATUS? ☐ TAXABLE ☐ RESALE Resale #: _____ SG#: _____

Delivery of product to the undersigned's facilities or trucks may be made without obtaining signatures upon delivery.

INDIVIDUAL / SOLE PROP. / PARTNERSHIP

Name	Social Security No.		Date of Birth
Address	City	State	Zip
Employer	Home Phone No.	Cell Phone No.	
Spouse Name	Social Security No.		Date of Birth
Spouse Employer	Home Phone No.	Cell Phone No.	
Name	Social Security No.		Date of Birth
Address	City	State	Zip
Employer	Home Phone No.	Cell Phone No.	
Spouse Name	Social Security No.		Date of Birth
Spouse Employer	Home Phone No.	Cell Phone No.	

CORPOR-ATION

Officer Name	Address	Title
Officer Name	Address	Title
Officer Name	Address	Title
Federal ID Number:		

TRADE REFERENCES

Trade References: (Please list three current Business references)			
Name	Contact		
Address	Telephone No.	Fax No.	
City / State / Zip	Acct No.		
Name	Contact		
Address	Telephone No.	Fax No.	
City / State / Zip	Acct No.		
Name	Contact		
Address	Telephone No.	Fax No.	
City / State / Zip	Acct No.		

BANK

Name of Bank		Person to Contact	
Street Address	City	State	Zip
Type of Relationship	Bank Telephone ( )		
☐ Checking Account #			
☐ Savings Account #	☐ Loan or Credit Line Acct #		

☐ CREDIT Amount Desired $	Sales No:

CARDLOCK FUELING SYSTEM AGREEMENT

In consideration of the opening of a Cardlock Fueling Systems account by Inter-State Oil Company, hereafter referred to as SUPPLIER, and

_____

PLEASE PRINT YOUR NAME OR COMPANY NAME HERE

hereafter referred to as USER, the parties have entered into this agreement at Sacramento, CA, as follows:

I USER agrees to follow all posted instructions for the fueling of vehicles, and will comply with all posted safety and emergency procedures and notifications including the local Fire Code. The USER agrees to indemnify and hold SUPPLIER harmless from any claims and cost including, but no expressly limited to, those for bodily injury and property damage, which may be caused by the negligence of misuses of the cardlock system by the USER or any person using the cardlock cards delivered to the USER.

II USER agrees to pay Cardlock Fueling System fees set forth in this agreement, in accordance with the following terms:

[a] Payment will be due on demand, and if no demand, then net fifteen (15) days from date of invoice. Invoices will be issued semi-monthly. If requested, a statement showing the current account status will be issued semi-monthly. Payment by invoice will be made according to the terms and due dates shown on each invoice.
[b] USER agrees to review all statements provided by SUPPLIER in either electronic or printed form, and to notify SUPPLIER no later than 10 calendar days after the date of each statement of any errors or disputes with respect to transactions and other information reflected therein. After 10 calendar days, each such statement and the transaction therein shall be binding on USER.
[c] A service charge equal to one and one half percent (1 1/2%) per month will be charged against all past due amounts with a minimum of $.50.
[d] A service charge of twenty-five dollars ($25.00) will be charged against all returned checks.
[e] USER agrees to pay all attorney's fees or collection charges associated with the collection of its past due account. A collection charge of one third (1/3) of the outstanding balance owing will be added.
[f] There will be a Regulatory Compliance Fee charged on each Cardlock billing cycle when charges apply.

III USER hereby accepts the obligation and responsibility for payment for all fuel registered through the Cardlock Fueling Systems account number(s) assigned to USER by SUPPLIER. USER will notify SUPPLIER of any lost card immediately upon determination that a Cardlock Fueling Systems Card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours, by registered or certified mail. USER agrees to pay for all charges until written notice is given.

IV USER hereby agrees that should his or her account become delinquent, being 30 days outstanding, that SUPPLIER reserves the right to immediately invalidate cardlock cards (LOCKOUT), without advance notice to cardlock holders or USER.

V SUPPLIER will use its best efforts to maintain all property in good working order and condition at its expense, provided, however, SUPPLIER shall not be liable for any damage which may result from its failure to provide fuel or the failure or malfunction of the equipment in any manner whatsoever.

VI This agreement may be cancelled upon 24-hour written notice by USER. Should USER cancel account, all monies due will be paid within ten (10) days of such cancellation. Upon notice of such cancellation USER shall return all Cardlock Fueling Systems Cards to SUPPLIER. USER understands and agrees that his/her right to the Cardlock Fueling Systems account may not be assigned.

VII It is understood and agreed between the parties the Cardlock Fueling Systems Cards are issued solely for the business of USER, as an accommodation to USER.

VIII SUPPLIER is issuing a fuel access card, not a credit card, and the USER is responsible for any and all fuel purchases, regardless of whether use by any other person is authorized or fraudulent. Also, the federal $50.00 liability limit for credit cards will not apply to these fuel access cards. The USER agrees to not have the PIN/DRIVER ID number on or near the card.

VIIII The USER agrees to be responsible for any spills and/or fueling facility or equipment damage whether accidental or due to negligent use.

X The USER is notified that cardlock sites that are at/or near retail fueling stations will not be paying the posted retail price but the actual cardlock price per gallon. The posted price at retail fueling stations is for cash or credit card pricing only, not the price for cardlock fueling purchases.

CARD REQUEST

ARE YOU CURRENTLY USING? ☐ CFN ☐ Pacific Pride

Number of Cards Requested: _____

Card System Desired?: ☐ CFN ☐ Check for Retail Access**

Do you want an "Odometer Reading" option? ☐ YES ☐ NO

☐ Pacific Pride ☐ Check for Retail Access **

Do you want a "Miscellaneous Entry" option? ☐ YES ☐ NO

**When the card is used in Retail fueling locations, the product grade restrictions and gallon limits may not be enforced. Acknowledgement signature require:			
	Print Name and Title	Signature	Date

Card Description (To Be Printed on Card)	**Check to Authorize Product on Card**								**Card Usage Restrictions**			
	Reg Unl	Mid Unl	Prem Unl	On-Rd Dsl	Off-Rd Dsl	Bio Dsl	E-85	Oil	Days to Fuel	Time Frame	Gallon Limit	When to Reset
	☐	☐	☐	☐	☐	☐	☐	☐				
	☐	☐	☐	☐	☐	☐	☐	☐				
	☐	☐	☐	☐	☐	☐	☐	☐				

FOR LARGE or DETAILED CARD ORDERS—Please complete the "Cardlock Card Order Form"

Master Card Administrator _____

Authorized "Card-Only" Administrator _____ Signature _____ Title _____

AUTHORIZATION AND AGREEMENT

Applicant authorizes Inter-State Oil Company (Hereinafter "Seller") or its assignee to make whatever inquires it deems necessary in connection with this open account application and in the course of review or collection of any credit extended in reliance on this application. Applicant authorizes seller to check their individual credit history in connection with a business transaction involving the firm making the application. Applicant further authorizes any person or consumer reporting agency to complete and furnish to Seller or its assignee any information that it may have or obtain in response to such inquires and agrees that such information, along with this application, shall remain Seller's property, whether or not credit is extended. Applicant further warrants and represents to Seller that Applicant is doing business and is solvent. Applicant agrees to notify Seller immediately if it becomes insolvent or otherwise unable to meet current obligations when due. Venue for purposes of the enforcement of any obligations incurred as aforesaid shall be in Sacramento, California or Yolo County, California. A service charge of $25.00 will be charged for each check returned un-paid. This agreement shall not be effective until accepted by an authorized representative of Seller at its offices located at 8221 Alpine Avenue, Sacramento, California 95826. Facsimile signatures of applicant shall have the same force and effect as original signature.

The undersigned agrees to the following terms in all credit transactions with Inter-State Oil Company unless otherwise agreed to in writing by authorized company officers or owners:

PAYMENT TERMS:

LUBRICANTS, FILTERS, CHEMICALS, AUTOMOTIVE APPEARANCE PRODUCTS	Net 30 days from date of delivery.
TANKWAGON (BOBTAIL) FUEL DELIVERY (4,500 gals or less)	Net 15 days EFT from date of delivery.
CARDLOCK FUELING SYSTEM	Monthly, 10th & 25th EFT.
DIRECT DELIVERY FUEL (4,501 gallons +)	Net 10 days EFT from date of delivery or load to load.

(e) A service charge equal to one and one half percent (1 1/2%) per month will be charged against all past due amounts with a minimum of $.50.

(f) A service charge of twenty-five dollars ($25.00) will be charged against all returned checks.

(g) USER agrees to pay all attorney's fees or collection charges associated with the collection of its past due account. A collection charge of one third (1/3) of the outstanding balance owing will be added.

(h) There will be a Regulatory Compliance Fee charged on each <u>Cardlock</u> billing cycle when charges apply.

PLEASE PRINT NAME & TITLE

SIGNATURE

COMPANY

DATE

CONTINUING PERSONAL GUARANTEE

For the purpose of extending credit or of inducing temporary forbearance from collection of accounts of monies due at the time hereof from the person or firm applying for credit, listed on the reverse side hereof, the undersigned hereby absolutely and unconditionally personally guarantees, on a continuing basis, the performance of the person or firm on the reverse side hereof applying for credit, and to whom credit is extended, including but not limited to the due and prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable. This guarantee shall remain in effect until the undersigned has notified the creditor in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned hereby further agrees to indemnify and save creditor harmless from any loss, damage, and expense caused by or arising out of any default on the part of such person or firm in making payment of any part or all such loss, damage, and expense. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit, including but not limited to the collection of any past due indebtedness whether or not suit is filed. Facsimile signature shall have the same force and effect as original signature.

Signature	Social Security Number
Print Name	Date
Signature	Social Security Number
Print Name	Date

EFT BANKING INFORMATION REQUEST

To establish EFT/ACH payment processing for your account with Inter-State Oil Company, please complete the information below and return this page with your credit application.

CUSTOMER INFORMATION		
Company Name		
Billing Address	City / State / Zip	
Primary Contact	Telephone No.	
Email Address	Customer Account No. (if known)	Requested Effective Date

BANKING INFORMATION FOR EFT / ACH PAYMENTS		
Bank Name	Bank Telephone No.	
Bank Street Address	City / State / Zip	
Name on Bank Account	Bank Contact (optional)	
Routing / ABA Number	Account Number	
Account Type ☐ Checking ☐ Savings	Payment Method ☐ ACH Debit / EFT ☐ Other:	
Attach a voided check or bank verification letter to confirm routing and account information.		

EFT / ACH AUTHORIZATION

The undersigned customer authorizes Inter-State Oil Company and its financial institution to initiate EFT/ACH debit entries to the bank account identified above for amounts due on the customer account, including invoices, statements, finance charges, returned item charges, and other amounts owed under the Credit Application and related agreements.

This authorization will remain in effect until Inter-State Oil Company has received written notice of termination in sufficient time to act on the request. Customer agrees to notify Inter-State Oil Company immediately of any changes to the banking information provided above. Customer represents that the person signing below is authorized to provide this EFT/ACH authorization.

Customer should review invoices and statements promptly and notify Inter-State Oil Company of any disputed amounts before the applicable payment due date.

Authorized Signature	Print Name
Title	Date
Company Name	Email / Telephone