



P. O. BOX 330  
 PULASKI, TENNESSEE 38478  
 CUSTOMER INFORMATION  
 1-800-244-0340 e-mail address  
 kichiles@brucechiles.com



The Commercial Fueling System

**FAX 1-931-363-8545**

SIC CODE

FAX NO.

DATE

BUSINESS INFORMATION				
NAME OF BUSINESS		ADDRESS		
CITY	STATE	ZIP CODE	PHONE - -	
E-MAIL ADDRESS		WEBSITE		CELL PHONE - -
ARE YOU PRESENTLY A PACIFIC PRIDE CARD HOLDER?		YES <input type="checkbox"/>	NO <input type="checkbox"/>	WHEN DID YOU LAST USE CARDS?
BUSINESS LEGAL STRUCTURE		NAME AND ADDRESS OF PARENT COMPANY		
YEARS IN BUSINESS	TYPE OF BUSINESS			
FEDERAL ID#		PHONE NUMBER		

COMPANY PRINCIPALS RESPONSIBLE FOR BUSINESS TRANSACTIONS			
NAME	TITLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH / /
HOME ADDRESS	CITY	STATE	ZIP CODE
HAVE YOU EVER FILED BANKRUPTCY?	WHEN	WHERE	HOME PHONE

BANK REFERENCES	
NAME OF BANK	NAME TO CONTACT
BRANCH	ADDRESS
CHECKING ACCOUNT NO.	TELEPHONE NUMBER

TRADE REFERENCES			
FIRM NAME	CONTACT NAME	TELEPHONE NUMBER	CITY AND STATE

ANNUAL GALLONAGE ESTIMATE GALLONS OR DOLLARS	NUMBER OF VEHICLES	NUMBER OF DRIVERS
PERSON TO CONTACT REGARDING ARRANGEMENTS OF CARDS		PHONE NUMBER

I authorize this organization to request a consumer and business credit report for purposes of determining my current and continued credit worthiness on this account now and in the future if needed. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose and will remain confidential. I understand that this organization will be requesting a consumer credit and business report in conjunction with this commercial business application. I release all such persons from any liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information. I certify that the information on this application is true and complete, and that I am authorized as a signor to enter into this agreement. Additionally, I agree to all of the terms and items as outlined on page two of this application, for cardlock use.

Printed Legal Name:	Title
Signature	Date

## ADDITIONAL TERMS OF CARDLOCK USE

- 1) Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- 2) **This access card is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the cardlock system. This access card is not a credit card. By signing this application it is understood that the federal \$50.00 liability limit for credit cards will not apply to the Pacific Pride and/or Amerinet cardlock access cards issued on the account. All purchases will be the responsibility of the account holder/Purchaser. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.**
- 3) In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters, and the Purchaser/customer 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 cardlock cards issued to Purchaser, regardless of whether use by another person is authorized or is fraudulent. The Purchaser will *immediately* notify the Supplier 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/near the card should it be lost or become used fraudulently in anyway.
- 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 is advised that cardlock sites that are at/or near retail sites will not be paying the posted retail price at the site but the actual cardlock price per gallon. The posted price is for cash or credit card purchases only, and not the price of cardlock fueling purchases.
- 7) **The Purchaser agrees that they have 30 days from their billing statement date to dispute any charge(s) noted within that statement.**
- 8) If there is any change in the ownership of the Purchaser or if substantial assets of Purchaser are sold, the Purchaser shall promptly notify 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. If there are ownership changes made a new application will be filled out reflecting all current company ownership information by Purchaser.
- 9) 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 the handling of the fuels dispensed from the cardlock system. The Purchaser agrees to indemnify and hold Supplier 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 of misuses of the cardlock system by the Purchaser or any person using the cardlock cards, delivered to the Purchaser hereunder.
- 10) 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 of 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 Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
- 11) 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. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
- 12) In the event of any 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 the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
- 13) 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.

### AGREEMENT AND GUARANTY

"I have made the attached statement for the purposes of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due within 10 days of invoice date. I agree to pay a late charge of 1.5% per month (18% annual rate) or 50¢ minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THIS APPLICATION HEREOF. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of this account. All purchases made on this account will be for commercial use. I agree to all of the terms as outlined above under the Additional Terms of Cardlock Use. In the event of my death, my heirs, executors and administrators shall be bound to this Guaranty until knowledge of such death shall come to the attention of the Credit Manager." Printed Legal Name: \_\_\_\_\_ Photo ID Given/ # / exp: \_\_\_\_\_

Signed Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_