

# **PIONEER FUEL APPLICATION**



Date:						ARE YOU CU		C PRIDE CUSTOMER?
Firm Name:			DB	A or AK	A:			
Street Address:			Cit	y:			State:	Zip:
(Required) Mailing Address:							State:	Zip:
Phone #	Cell #	<u>+</u>	, ,		Fax #	p.		
	Cell #	-					1 dX #	
Email Address:								
Entity: Corp.  Partnership  Sole			e Owner					
How Long in Business?				Years a	at Pre	sent Locat	ion:	
Type of Business:		Wh	oles	ale 🔲		Retail 🔲	Other:	
Federal I.D. #		C	Cont	ractor R	.egist	ration #		
(All State and Federal Taxes	are included	d in the	billii	ng for fue	l unles	s proper doc	umentation is on	file)
Name of Payable Contacts:				Phone #				
Name of Operations Contact: Phone #								
As applicable, list names	and address	es of Co	rpora	ite Officei	rs, Par	tners, Membe	ers and/or Owne	.z:
Name:			Name:					
Address:			Address:					
Phone:			Phone:					
Ss #			Ss #					
Spouse: Spouse:								
Monthly Credit Line Requested: \$			# of Vehicles:		# of Drivers:			
States traveled to:								
BANK INFORMATION:								
Name of Bank: Brai			nch:		Phone #			
Address: Con			tact: Acct #					
TRADE REFERENCES:								
Addres			SS:		Phone:			
Address			Phone:		Phone:			
Address:			Phone:			Phone:		

# OLYMPIA FUEL & ASPHALT / PIONEER FUEL CREDIT APPLICATION TERMS OF CARDLOCK USE

### Purchaser agrees that use of Card lock Facilities is subject to the following terms:

- 1. Time is of the essence in this agreement.
- 2. Purchaser shall be responsible for all purchases made by any person using Card lock cards issued to Purchaser, regardless of whether the use by any other person is unauthorized or fraudulent..
- 3. If there are any charges in excess of credit limit made by any person using Card lock cards issued to Purchaser, regardless of whether the use is unauthorized or fraudulent, Purchaser is responsible for any and all charges due to Pioneer Fuel.
- 4. 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 Pioneer Fuel (The 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 outstanding sums owing to supplier.
- 5. Purchaser represents that it and any person using the Card lock Cards delivered to purchaser are and shall be aware of the proper use of the Card lock 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 Card lock system. Purchaser agrees to indemnify and hold supplier harmless from any claims and costs including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the Card lock system by purchaser or any person using the Card lock system with Card lock cards delivered to purchaser.
- 6. Supplier shall use its best efforts to maintain the Card lock 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 for the failure of the Card lock system in any manner whatsoever.
- 7. Purchaser's right to purchase fuel through the Card lock 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 upon 30 days notice by either party. Upon termination purchaser agrees to surrender all Card lock cards issued to purchaser and to immediately pay all outstanding sums owing to supplier.
- 8. Purchaser agrees that the principal balance of every invoice shall be due and payable within 15 days invoice date. Purchaser agrees to pay a past due service charge computed on the basis of one and one half percent (1-1/2%) per month (18% per year) on all past due amounts including previous past due service charges. Purchaser will receive no discounts if there is a past due balance. Payments received shall be applied to the oldest invoice due.
- 9. In the event that supplier commences litigation seeking payment of any sums due it from purchaser and/or purchaser is in default of this agreement, the applicant agrees to pay supplier reasonable Attorney fees and collection costs even if no litigation is commenced.
- 10. Purchaser consents to the jurisdiction of the courts of the State of Washington and agrees that venue for such suit or action shall be the courts of Thurston County.
- 11. Check's marked "PAID IN FULL" or any other words to that effect, written on a check for payment, shall be deposited by supplier even if the amount is not the full balance, and will not bind supplier to the terms of said "PAID IN FULL" or related language. The remaining balance will still be outstanding by purchaser.
- 12. Customer agrees that if any controversy arises from this agreement, it may be settled by arbitration, mediation, or legal action, whichever may be deemed more efficient and cost effective, by Pioneer Fuel, according to the Mandatory Arbitration Rules
- 13. The automated system may automatically suspend service to a delinquent account without notice.
- 14. **CREDIT AUTHORIZATION** Purchaser warrants that the statements made on this document for the purpose of obtaining credit are true and correct and authorizes supplier to make a credit investigation, including banks, other businesses, financial institutions, etc., as needed.

PURCHASER:	DATE:
(Company Name)	
BY:	TITLE:

#### **UNCONDITIONAL PERSONAL GUARANTEE**

As an inducement for and in consideration of the extension of credit to the above referenced acct. (The "Purchaser") by Pioneer Fuel, the undersigned ("Guarantor") personally and individually and not as corporation, guarantees prompt payment of all obligations to Pioneer Fuel, now or in the future, including reasonable Attorney's fees and costs incurred in collecting the obligations. This promise is continuing and shall be binding until guarantor gives Pioneer Fuel written notice to make further extensions of credit, but such written notice will not diminish the guarantor's liability to pay any indebtedness incurred prior to such notice. Pioneer Fuel may at any time, without notice and without affecting guarantor's promise, demand payment, extend additional credit or refuse to extend credit, extend the time for repayment, make any changes in its agreement with purchaser, and impair, exchange or release any collateral. Guarantor further waives all rights to notice of any kind, including, but not limited to, notices of default, acceptance or this guaranty and sale under Article 9 of the Washington Uniform Commercial Code. The obligations of guarantor to Pioneer Fuel hereunder are independent of purchaser's obligations and a separate action or actions may be brought by Pioneer Fuel against guarantor whether or not such actions are also brought against purchaser. Pioneer Fuel reserves the right to pull Consumer Credit Reports as required

#### (INDIVIDUALLY AND NOT AS A CORPORATION)

GUARANTOR SIGNATURE:	SS #
PRINTED NAME:	DATE:
GUARANTOR SIGNATURE:	SS #
PRINTED NAME:	DATE:



# **PACIFIC PRIDE CARD ORDER**



Account Name:	Contact:		
Mailing Address:			
City:	State:		Zip:
Phone #	Cell #		Fax #

## **CARD SET-UP INFORMATION**

Assign a name and/or number to your cards. This could be a driver's name, vehicle name, make or model. Or you can simply call them Card 1, Card 2, Card 3 etc.			Specify desired restrictions - leave blank if none.  RESTRICTIONS:			
#	CARD NAME	SELECTED P.I.N. (Mag Cards Only)	PRODUCTS	QUANTITY	EXPECTED M.P.G.	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

## (Please check appropriate box)

ODOMETER ENTRY?	YES	NO
MISCELLANEOUS ENTRY?	YES	NO
OFFROAD DIESEL REQUIRED?	YES	NO

MAGNETIC?	
OPTICAL?	

(OFFROAD DIESEL AVAILABLE AT <u>SELECT</u> SITES)