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COMMERCIAL ACCOUNT APPLICATION

N-R South Office:	N-R North Office
425.353.9701	360.734.6800
425.355.1240 fax	360.603.9567 fax
mharris@nelsonreisner.com	sdavis@nelsonreisner.com

APPLICANT	INFORMATION

Company Name:		Phone:				
Physical Address:		City: State: Zip:				
Billing Address:		City:	State:	Zip:		
Accounts Payable Contact Nam	ne:	Ph:				
Fax: E-mail Address:						
	•					
 Partnership LLC Corporation 		NAICS:	ode.com			
List name and phone # of curre	ent petroleum supplier(s):					
Has Applicant or Owners/Offic	ers Ever Filed For Bankruptcy? _	Any Ju	dgments or Liens?			
Do you own your building/land	?If not, landlord's nar	ne & phone#				
	COMPANY : BLISHED – CHECK ALL THAT APPLY	INFORMATION				
	SLISHED – CHECK ALL THAT APPLY		FN DACIEIC PRIDE			
Total Monthly Credit Requeste						
TAX EXEMPTIONS: CURRENT TAX FORMS REQUIRED: Sales Tax Federal Excise State Excise Applicable to: Gasoline On-Road Diesel Off-Road Diesel						
	BILLING IN	FORMATION				
Require a monthly statement: Yes No Send Billing to: E-mail Fax Payment via: Check EFT ACH						
	PRINCIPALS, PARTNERS, O PLEASE COMPLETE FOR ALL. (US	FFICERS & MEMBERS	SSARY.)			
Name:	Title:	Direct Phone:	Soc Sec #:			
Residence Address:		City: State: Zip:				
Name:	Title:	Direct Phone:	Soc Sec #:			
Residence Address:		City:	State:	Zip:		
Name:	Title:	Direct Phone:	Soc Sec #:			
Residence Address:		City:	State:	Zip:		
	BANK / TRADE CR	EDIT REFERENCES				
Bank Name /Officer:		Ph#				
Type of Account:		Fx#/Em	ail			
Company Name:		Ph#				
		Fx#/Em	ail:			
Company Name:		Ph# Fx#/Em	ail:			
Company Name:		Ph# Fx#/Em	ail			
Please complete all information	n. Missing information may del		Page 1 of 2			

Please complete all information. Missing information may delay processing.

NELSON-REISNER ACCOUNT AGREEMENT AND TERMS OF SALE

I understand that this Agreement and Terms of Sale will not become effective until opened by Nelson-Reisner and, if opened, I agree that the following terms will govern any charge account established by you for my use:

1. The Applicant hereby applies to Nelson-Reisner for credit. It is understood and agreed that the undersigned specifically consents to Nelson-Reisner investigating the Applicant's owners, if applicable, credit history and may utilize outside credit reporting services to obtain information on the Applicant/owners. Applicant further agrees to give permission to make inquiry of financial and related matters at applicant's bank(s). All information provided on this Credit Application is warranted by the undersigned and Applicant to be complete and accurate. Nelson-Reisner shall determine the credit worthiness of the Applicant in its sole discretion, and further Nelson-Reisner may increase, decrease or terminate the credit availability to Applicant at any time within its sole discretion.

2. The undersigned agrees to pay for all fuel, lubricants and other products and/or services directly from our invoices as stated on each invoice or within 30 days of invoice date, whichever is lesser. The undersigned further agrees to pay a finance charge of 1.5% per month (18% per year) on all past due amounts; a handling charge of \$25 for each returned payment, and all collection and legal fees. The waiver of a finance charge or any portion thereof shall not be deemed to be a waiver of any future finance charges. Should it become necessary to place the account with a collection agency or attorney for collection, Nelson-Reisner shall be entitled to all collection costs, including reasonable attorney fees and court costs.

3. Applicant shall provide Nelson-Reisner with at least 15 days' notice of any change in principals or any change in Applicants legal name or legal identity. The Applicant and any guarantor hereunder agree to provide Nelson-Reisner with updated financial information upon request.

4. Pacific Pride / CFN Terms: Applicable to card-lock (Pacific Pride and/or CFN) use:

- a. I understand the terms to be net 15 days from invoice date, unless otherwise stated on invoice.
- b. I will be responsible for all purchases using card-lock ("cards") issued to me, regardless of whether the use is unauthorized or fraudulent.
- c. I understand that the card is used to initiate a CFN / Pacific Pride transaction and is <u>not</u> a credit card.
- d. I agree that the automated system may automatically suspend service without notice to me should any payment not be made when due.
- e. I assume responsibility for insuring that any person using the cards delivered to me is aware of the proper use of the card-lock system and will use safe practices in compliance with the regulations of the local Fire Code in the handling of fuels dispensed from the card-lock system. I agree to indemnify and hold Nelson-Reisner harmless from any claims and cost 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 me or any person using the cards delivered to me.
- f. Nelson-Reisner shall use its best efforts to maintain the card-lock system in good working order and condition at its expense; provided, however, it shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the card-lock system in any manner whatsoever. I agree to promptly notify Nelson-Reisner of any malfunctioning of the card-lock system which comes to my attention.
- g. I understand that my 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 Nelson-Reisner and may also be terminated upon **30** days' notice by either party. Upon termination, I agree to immediately surrender all cards issued to me and to immediately pay all outstanding sums owing Nelson-Reisner.

YOU AFFIRM AND REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS COMMERCIAL CREDIT APPLICATION ON BEHALF OF APPLICANT AND THAT YOU HAVE READ THE ABOVE AGREEMENT AND TERMS OF SALE AND AGREE TO BE BOUND BY THEM. YOU AUTHORIZE REISNER DISTRIBUTOR INC TO CONTACT ANY SUCH REFERENCES LISTED AND TO ACCESS MY/OUR CREDIT AND/OR BANKING HISTORY. YOU CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT. I/WE FULLY UNDERSTAND AND AGREE TO THE AGREEMENT AND TERMS OF SALE ABOVE AND AGREE TO THE PROPER PAYMENT IN CONSIDERATION OF CREDIT EXTENDED.

APPLICANT AUTHORIZED SIGNOR/OWNER:

PRINTED NAME:	SIGNATURE:	DATE:
PRINTED NAME:	SIGNATURE:	DATE:

UNCONDITIONAL PERSONAL GUARANTY

As an inducement for and in consideration of the extension of credit to the above referenced account (The "Customer") by Nelson-Reisner, the undersigned ("Guarantor") personally and individually and not as corporation, directly, absolutely and unconditionally guarantees prompt payment of all of Customer's obligations to Nelson-Reisner, now or in the future, including reasonable attorney's fees and cost incurred in collecting the obligations. This promise is continuing and shall be binding until Guarantor gives Nelson-Reisner written notice not to make further extensions of credit, but such written notice will not diminish the Guarantor's liability to pay any indebtedness incurred by Customer prior to such notice. Nelson-Reisner may at any time, without notice and without affecting this guaranty, demand payment, extend additional credit or refuse to extend credit, extend the time for repayment, make any changes in its agreement with Customer, 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 Nelson-Reisner hereunder are independent of Customer's obligations and a separate action or actions may be brought by Nelson-Reisner against Guarantor whether or not such action(s) are also brought against Customer. By signing this Unconditional Personal Guaranty, I acknowledge that I have read and agreed to the terms and conditions set forth in the above Guaranty and Account Agreement and Terms of Sale.

(INDIVIDUALLY AND NOT AS A CORPORATION)

Guarantor Signature:	_SSN#:
Printed Name:	_Date:
Guarantor Signature:	_SSN#:
Printed Name:	_Date:

Please sign and date. Unsigned document will not be processed.



Custom on Information

	Customer Information				
ACCOUNT NAME			N-R	ACCOUNT	NUMBER
	-				
Address	CITY		STA	TE	Zip
ACCOUNTING / EFT CONTACT NAME	PHONE			FAX	
IRS TAXPAYER ID (FEIN)		EMAIL ADDRESS			

WE, (*Customer*) Hereby Authorize Nelson-Reisner (*Company*) to originate debit or credit Automated Clearing House electronic funds transfer (EFT) entries to *Customer's* bank account indicated below for transactions due as agreed to by terms assigned.

BANK INFORMATION

BANK NAME		BANK ROUT	ING NUMBER	BANK ACCOUNT NUMBER
Address		PHONE		BANK ACCOUNT TYPE CHECKING SAVINGS
Спу	STATE	Zip	BANK CONTACT NAME	

This authorization is to remain in full force and effect until COMPANY has received written notification from CUSTOMER (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

All other credit, terms of sales and requirements between *Customer* and *Company* remain in effect. It is understood that this authorization is subject to credit approval by *Company*. The terms of sale in effect on this date are subject to change at any time upon notification by *Company*.

I authorize NELSON-REISNER (*Company*) to instruct my financial institution to charge debits to this account at frequent intervals for varying amounts. I also understand that I may discontinue this authorization at any time by giving written notice to *Company*.

Please obtain the correct Transit/ABA number from your bank and <u>attach a voided check</u>.

Customer Authorization

Authorized Name

Authorized Signature

Title