

CREDIT APPLICATION

ARE YOU CURRENTLY USING PACIFIC PRIDE CARDS? \_\_\_ Yes \_\_\_ No

Legal Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

How Long in Business \_\_\_\_\_ Type of Business \_\_\_\_\_

Proprietorship \_\_\_ Partnership \_\_\_ Corporation \_\_\_ State Formed \_\_\_ Federal ID# \_\_\_\_\_

Social Security Number \_\_\_\_\_

Name and Address of Parent Company \_\_\_\_\_

Information on Owners, Partners or Officers:

Name & Title	Home Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Trade References:

1. \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

2. \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Bank References:

1. \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Current Petroleum Supplier: \_\_\_\_\_

Monthly estimate of gallons you will purchase from Pacific Pride: \_\_\_\_\_

Number of Vehicles: \_\_\_\_\_ Number of Drivers: \_\_\_\_\_

Who authorizes access cards? \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

I have made the above statements for the purpose of obtaining credit. I certify they are true and hereby authorize you to make a credit investigation. The undersigned hereby consents to a non-business consumer credit report. The undersigned shall be responsible for all costs of collection, court costs, or attorney fees in connection with any delinquent amount. Billings shall be issued twice each month and payment will be due in full within ten (10) days of statement and/or invoice. I agree to pay a late charge of 1.5% per month (18% per year) or 1.00 minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE ADDITIONAL TERMS FOR CARDLOCK USE.

Notwithstanding that this account is established in the name of a company, I personally guarantee payment of the account.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**BANNER COMMERCIAL FUELING**  
**Additional Terms for Cardlock Use**

1. Time is of the essence of this agreement.
2. Minimum monthly purchases of 200 gallons required (2400 gallons per year) for Oregon based companies.
3. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock access cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent. In case of lost or stolen card, Purchaser shall be responsible for purchases made by said card(s) for up to 24 hours from the time Purchaser notifies Supplier.
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 Supplier of such sales and Supplier shall have a lien on the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
5. Purchaser represents that it and any person using the cardlock access 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. 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 damages which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock access cards delivered to Purchaser hereunder.
6. Purchaser is responsible for any environmental spills caused by his/her negligence or carelessness.
7. 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 agrees that it and any person using the cardlock access cards delivered to Purchaser shall notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
8. 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. The Purchaser agrees that all amounts payable on or before the due date as shown on each statement and/or invoice will be paid by the said due date, and if not paid on or before said date, are then deemed to be delinquent. Supplier may terminate any credit availability at any time with its sole discretion. Upon termination, Purchaser agrees to immediately surrender all cardlock access cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Purchaser agrees to pay to Supplier a card fee of \$5 or as charged by Supplier for all cards not surrendered. Supplier shall refund any deposit or credit balance which Supplier may be holding when all cards are returned and all amounts owing to Supplier are paid in full.
9. 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 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 agency, Purchaser agrees to pay Supplier the collection commission, not exceeding 50% of the amount unpaid hereon, and also a reasonable attorney fee.
10. In the event that suit is brought to enforce any of the terms of sale herein, venue for all matters will be determined by the Supplier.
11. In the event that payment is not made in a timely manner, i.e. within ten (10) days from date of statement and/or invoice, and Supplier cancels the card(s), when the account is brought current and if it is agreed by both Supplier and Purchaser the card(s) is to be reinstated. Purchaser agrees to pay to Supplier a reinstatement fee of \$20 or as charged by Supplier.
12. Purchaser agrees to pay Supplier a handling fee of \$35 or as charged by Supplier for any checks returned as insufficient funds by the bank, or dishonored for any reason.
13. If application is signed by more than one individual, each individual will be held responsible, jointly and severally secured.
14. All terms and conditions of this Agreement and Guarantee are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future. Terms to cover all past and future purchases.
15. If the application for business credit is denied or there is a denial of a request for an increase in business credit, Purchaser has the right to a written statement of the specific reasons for the denial. Supplier will send Purchaser a written statement of reasons for the denial within thirty (30) days of denial. If not received please contact:

BANNER COMMERCIAL FUELING  
122 North Helena – P.O. Box 4346 – Spokane, WA 99220-0346  
509-535-1711 – 800-570-2897 – Fax 509-534-3828

**FUELING IN OREGON**

I do not anticipate using my Pacific Pride cards in Oregon

I will need to purchase gasoline in Oregon and need more information about Fire Marshall compliance.

**WILL YOU BUY DIESEL FUEL IN OREGON      YES      NO**

**If yes**, please complete the following;

I am a motor carrier, I pay weight-mile tax in Oregon, and I do not pay state tax at the pump and/or

I file Oregon fuel tax returns and I do not pay state tax at the pump and

I need to fill out an exemption certificate for Banner Commercial Fueling

All diesel I purchase in Oregon I will pay state road tax

04/04

Initial: \_\_\_\_\_