

Banner Commercial Fueling – Credit Application

Are you currently using Pacific Pride Cards? YES _____ NO _____

Legal Name of Company _____

Business Address _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-Mail Address _____ Federal ID # _____

How Long in Business _____ Type of Business _____

Proprietorship _____ Partnership _____ Corporation _____ State Formed _____

Name / Address of Parent Company _____

Information on Owners, Partners or Officers:

Name / Title	SS#	Phone#
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Trade References:	Phone#	Account #
1. _____	_____	_____
2. _____	_____	_____

Bank References:	Phone#	Account #
1. _____	_____	_____
2. _____	_____	_____

Current Petroleum Supplier _____

Desired Monthly Credit Limit? _____ Who authorizes Access Cards _____

Number of Vehicles _____ Number of Drivers _____

A/P Contact _____ Phone _____

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 \$3.00 minimum on any delinquent balances. Transaction fees may apply.

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 _____

Dated _____

BANNER COMMERCIAL FUELING Additional Terms for Cardlock Use

1. Time is of the essence of this agreement.
2. Oregon State requires a minimum purchase of 900 gallons annually. Fuel prices are subject to change at any time without notice. Fuel purchased from the Pacific Pride cardlock system shall include applicable state fuel taxes unless exempt from tax pursuant to Oregon Use Fuel tax. Exemption from state taxes shall be granted only upon proof of exemption. Customer shall retain full responsibility for payment of taxes should a taxable use arise, including cancellation/expiration of exemption permits.
3. Banner Fuel shall be entitled to rely upon verbal or written orders by you or your apparent representative. Such authorization is presumed to establish your acceptance of and agreement to comply with the terms and conditions set forth herein, without exception. **USER AGREES TO PAY FOR ALL MOTOR FUEL WITHDRAWN BY USE OF ACCESS CARD(S) AND ALL NON-FUEL TRANSACTIONS BY USE OF ACCESS CARD(S) ISSUED TO USER, REGARDLESS OF WHETHER OR NOT SUCH CARD(S) HAVE BEEN LOST OR STOLEN WITH OR WITHOUT USER'S NEGLIGENCE.**
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/hers 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 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, individuals 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—PO Box 4346-Spokane, WA 99220-4346
509-535-1711—800-570-2897—Fax 509-534-3828

FUELING IN OREGON

PLEASE NOTIFY BANNER COMMERCIAL FUELING IF YOU INTEND ON FUELING IN OREGON

Banner Commercial Fueling
An Independent Franchise of Pacific Pride

122 N. Helena St.
PO Box 4346
Spokane, WA 99220-0346



An independent franchisee of



122 North Helena
Spokane WA 99220
509-535-1711
1-800-570-2897

www.bannerfuel.com



COMMERCIAL FUELING