

Commercial Cardlock Agreement

Business Name: _____ Address: _____
 Federal Employer ID Number: _____ City: _____ State: _____
 Phone #: () _____ Zip: _____ County: _____

Instructions: To become a Cardlock customer, the authorized business representative, owner, or CEO must certify they meet and agree to the requirements listed below.

Proof Of Business Requirement:

I agree to provide a Federal Employer ID Number (noted above) or a copy of a document issued by a governmental agency that clearly indicates active participation in the business enterprise, government agency, nonprofit organization or charitable organization identified above. If a Federal ID Number is not available, I will provide a current (not expired) copy of the document checked below:

- () Business License () Contractors License () Federal Income Tax Schedule C or F () Equivalent Documentation

Minimum Fuel Purchase Requirement:

- () I agree to purchase a minimum of 900 gallons of Class 1 flammable liquids (gasoline) or diesel from any source during each 12 month period.
 () I am exempt from the minimum required fuel purchase amount. Therefore, (if exempt, check the one that applies):
 () I will provide documentation that the fuel qualified as a deductible farming expense on my federal income tax return
 () The fuel will be purchased by a government agency providing fire, ambulance or police services
 () I was a customer of a Cardlock facility on and since June 30, 1991, and I meet and agree to all other requirements listed in this agreement

Business Use Requirement:

() I agree to dispense Class 1 flammable liquids only into motor vehicles or (approved) containers that are OWNED OR USED by the business, government agency, nonprofit organization, or charitable organization identified above. I also agree to not dispense fuel for personal use, and I understand that I am subject to a citation for violating this agreement.

Fire Safety Training Requirement:

() I agree that each individual, including each employee, who is allowed to dispense Class 1 flammable liquids for my account will receive the fire safety training, as required by the State Fire Marshall BEFORE dispensing any fuel.

Oregon State Diesel Purchases:

Federal and State taxes will be collected on diesel unless you qualify for an exemption on Oregon state diesel taxes. Please call (503) 347-6378 for an exemption form.

By signing this agreement, I certify that I have read the information on this agreement, and I certify that all information provided and agreed to is true and correct. Falsely certifying that you are qualified as a Cardlock customer or that the above information is true and correct, when it is not, can lead to criminal prosecution under ORS 162.075. The requirements in this agreement are based on Oregon revised Statutes (ORS) 480.310 to 480.385 and Oregon Administrative Rules OAR 837-020-0025 to 837-020-0125.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Card Requests and Fuel Restrictions:

Card Description (up to 10 characters) <small>(Use to identify each card—i.e. Driver Name or Truck Number)</small>	Identify Products authorized for this card <small>(i.e. Diesel, Gasoline)</small>	Oregon State		Transaction Gallon Limit <small>(10, 20, 30, 40, 50, 75, 150, 250, None)</small>	4 Digit PIN #*
		Exempt	Diesel		
1) _____	_____	Yes / No	_____	_____	_____
2) _____	_____	Yes / No	_____	_____	_____
3) _____	_____	Yes / No	_____	_____	_____
4) _____	_____	Yes / No	_____	_____	_____
5) _____	_____	Yes / No	_____	_____	_____
6) _____	_____	Yes / No	_____	_____	_____
7) _____	_____	Yes / No	_____	_____	_____
8) _____	_____	Yes / No	_____	_____	_____
9) _____	_____	Yes / No	_____	_____	_____
10) _____	_____	Yes / No	_____	_____	_____

*If left blank, a PIN # will be chosen for you

Before pumping fuel, you must insert your card into a card reader. The card reader will prompt the driver to answer a series of questions to verify authorization of card use. Please choose the code(s) you would like your drivers to be prompted to enter:

- PIN # Only PIN # & Odometer PIN # & Misc. Pin #, Misc. & Odometer

(You may use the Misc. code to enter employee #, vehicle # etc.)



StarOilco Commercial Credit Application for Leathers Fuels Cardlock Use

Business Name: _____ Phone #: () _____ Fax#: () _____
Street Address: _____ City: _____ State: _____ Zip: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Type of Business: _____ Years in Business: _____ Accts Payable: _____ Phone: _____
Incorporated: No Yes: Date: _____ If Yes, Doing Business As: _____
() Partnership () Sole Proprietorship () Limited Liability Co Federal ID#: _____ WA State Resale#: _____

Please Provide Two Major Trade References: (Fuel Accts., Local Suppliers, Etc.)

Name: _____ Address: _____ Phone: _____
Name: _____ Address: _____ Phone: _____
Previous Fuel Provider: _____ For How Long: _____

Bank Information:

Bank: _____ Branch: _____ City/State: _____
Account #: _____ Contact: _____ Phone: _____

Please Provide The Following Info For Partners/Officers/Owners:

Name: _____ Title: _____ Home Phone: _____ SSN: _____
Home Address: _____ City: _____ State: _____ Zip: _____
Name: _____ Title: _____ Home Phone: _____ SSN: _____
Home Address: _____ City: _____ State: _____ Zip: _____

Leathers Fuels Card Holder Terms

Account holder shall be responsible for all purchases made by account holder or by any other person using the Cardlock cards issued to the account holder, regardless of whether use by any other person is fraudulent or unauthorized or in violation of non-retail dispensing rules. Leathers Fuels will maintain the Cardlock system in good working order and condition at its own expense. Leathers Fuels will 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. Account holder agrees that it and any person using the Cardlock cards delivered to account holder shall promptly notify Leathers Fuels of any malfunctioning of the Cardlock system of which account holder becomes aware.

StarOilco Credit Terms

Cardlock holder understands that the terms of the sale are ten (10) net days from date of invoice, and the billing will be twice a month. A late charge of 1 and 1/2 percent (1.5%) per month will be assessed on the accounts that are past due. If this account is not paid as agreed and legal action, collection or suit proceedings are necessary, the cardholder agrees to pay all attorney's fees and/or collection fees. Should legal action or suit become necessary, the undersigned will agree to venue in Multnomah County, State of Oregon. If there is any change in the ownership of the account holder, or if substantially all of the assets of the account holder are sold, account holder shall promptly notify StarOilco of said sale and StarOilco shall have a lien on all of the assets of the account holder, and a lien of proceeds. Oregon State Fire Marshall assesses an annual fee which StarOilco is required to pay. StarOilco in turn will pass the fee onto our customers. This yearly fee is \$5.00 per customer for October 1 through September 30.

I CERTIFY THE STATEMENTS MADE ABOVE FOR THE PURPOSE OF OBTAINING CREDIT ARE TRUE AND I AUTHORIZE STAROILCO TO MAKE A CREDIT INVESTIGATION WHICH WILL INCLUDE CONSUMER AND COMMERCIAL CREDIT REPORTS. THIS IS A CONTINUOUS AUTHORIZATION.

SIGNATURE: _____ DATE: _____
PRINTED NAME: _____ TITLE: _____

Guarantee Of Debt

The undersigned individual(s), partners, or stockholders in the commercial venture known as _____, in consideration for the granting of credit to said commercial venture by StarOilco, do hereby agree to personally guarantee all obligations incurred by the Company whenever the Company shall fail to pay the same per stated terms. It is also understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement guaranteed. Should it become necessary to assign the account to a collection agency, the undersigned agrees to pay not only the past due balance, but also any reasonable and customary expenses incurred in the collection process, including, but not limited to, collection agency fees, attorney fees as awarded by the court, and court costs. Should suit become necessary, the undersigned/guarantee will agree to venue in the County of Multnomah, State of Oregon.

I CERTIFY THE STATEMENTS MADE ABOVE ARE TRUE AND I AUTHORIZE STAROILCO TO MAKE A CREDIT INVESTIGATION WHICH WILL INCLUDE CONSUMER AND COMMERCIAL CREDIT REPORTS. THIS IS A CONTINUING AUTHORIZATION.

SIGNATURE:: _____ PRINTED NAME: _____ DATE: _____
WITNESS: _____ PRINTED NAME: _____ DATE: _____

Application must be signed by Corporate Officer, Partner, Sole Proprietor or Member (LLC)

