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Poole
 Commercial Fuels

ACCOUNT APPLICATION

For Office Use Only			
Code	Credit Limit	Terms	Salesperson Date

PART 1 - BUSINESS INFORMATION

Legal Name of Company	Phone #	Fax #	E-Mail
Trade Name	Years in Business	Main Business Activity	SIC Code
Company's Address	City	St	Zip
			How long at this address?
Billing Address(if different)	City	St	Zip
			Phone #
Type of Business Organization - check one			
Federal ID #	_____ Sole Proprietorship	_____ Partnership	_____ Corporation
	_____ LLC - Limited Liability Company		
Dunn #	_____ State Organized	_____ Annual Sales	_____

PART 2 - OWNER(S), PRINCIPAL(S), AND / OR OFFICERS OF THE COMPANY

Last Name	First Name	M. I.	Date of Birth	Driver's License	Social Security #
Residential Address	City	St	Zip	How long there?	<input type="checkbox"/> Own <input type="checkbox"/> Rent
Last Name	First Name	M. I.	Date of Birth	Driver's License	Social Security #
Residential Address	City	St	Zip	How long there?	<input type="checkbox"/> Own <input type="checkbox"/> Rent

PART 3 - BANK REFERENCE

Primary Bank	Address	City	ST	Zip
Bank Contact Person / Phone #	Fax #	Account Type & Number		

PART 4 - CREDIT REFERENCE

(Give only names of those you buy from on open account. Please do not list major credit card references.)

Current Fuel Supplier	Address	City	ST	Zip
Contact Person / Phone #	Fax #	Account #		
Business Name	Address	City	ST	Zip
Contact Person / Phone #	Fax #	Account #		
Business Name	Address	City	ST	Zip
Contact Person / Phone #	Fax #	Account #		
Business Name	Address	City	ST	Zip
Contact Person / Phone #	Fax #	Account #		

PART 5 - CREDIT LIMIT / FUELING PROFILE

Number of Vehicles to Use the System	Expected Monthly Fuel Expenditures	Monthly Credit Amount Requested
Gasoline _____ + Diesel _____ + All Products _____ =Total _____		

Please attach current financial statements. Failure to provide this information may result in a delay in processing this account.

I certify that I am the person named above and the information is true and correct. As a principal of _____, I authorize and request Poole Commercial Fuels to consider my personal credit in conjunction with this application for my company's Cardlock Account.

Name _____ Signature _____ Date _____

PART 6 - INVOICE AND PAYMENT OPTIONS

INVOICE OPTIONS - Please initial choice.

_____ Electronic Invoice - Semi monthly statement delivered to your email account. No monthly account fees.

_____ Invoice via U.S. Mail - Semi monthly statement delivered via post office. Monthly account fees apply.

PAYMENT OPTIONS - Please initial choice.

_____ Easy Pay - Electronic Funds Transfer (EFT). Terms NET 15 days from invoice date. No additional monthly fee.

_____ Check - Semi monthly check due from customer. Terms NET 10 days from invoice date. Monthly account fees apply.

We hereby authorize Poole Commercial Fuels ("PCF") and each of its successors and assigns to initiate debit entries to my (our) checking account indicated below and the depository named below ("Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile. This EFT agreement is to remain in full force and effect until Poole have received written notification from me (us) in such time and manner as to afford Poole and Depository a reasonable opportunity to act on the notification. This agreement allows Poole to charge debits to this account at frequent intervals for varying amounts.

Depository Bank Name _____ Bank Account # _____
Telephone # _____ ABA # / Routing # _____
Customer Business Name _____ Contact Name _____
Telephone # _____ Fax # _____

Authorized Signature _____ Date _____

YOU MUST ATTACH A VOIDED CHECK TO THIS APPLICATION

PART 7 - TERMS AND AGREEMENT

The customer and each Guarantor unconditionally, jointly and severally guarantee full and prompt payment of all sums that may, from time-to-time, be owing to Poole Commercial Fuels ("PCF") by Customer as a result of this agreement. Such sums include, but are not limited to, reimbursement in the amount of fuel products and related merchandise obtained payments for other service obtained by using PCF access cards and applicable interest penalties or services charges. If this amount is not received by PCF within fifteen (15) calendar days of due date shown on the statement, Customer and Guarantors agree to pay interest at a rate of 1.5% per month on the past due balance until paid. By signing this agreement, Customer and Guarantors acknowledge that this interest charge does not reflect an extension of credit, but an agreed to service charge for failure to timely pay for goods and services delivered. If PCF must use an attorney or collection agency to collect an overdue amount from Customer and/or Guarantors, or any other breach of this Agreement, Customer and each Guarantor agree to pay reasonable attorney fees and costs incurred by PCF. In consideration of charges to be allowed to the Customer, the Guarantor hereby personally guarantees payment of all amounts due from Customer to PCF of every kind and description incurred by Customer from and after the date of this Agreement. This is a continuing guaranty and shall remain in full force until written revocation from the Guarantor is actually received and acknowledged by PCF, but such revocation shall be effective only as claims of PCF that arise out of transactions entered into after receipt of such notice. PCF may extend, alter, or change the terms to Customer without notice to or consent of Guarantor and any such extension, alteration or changes included within this continuing guaranty. Guarantor waives provisions of California Civil Code sections 2819 and 2845 and any similar provision of law and agrees PCF may proceed directly against Guarantor to collect any amount owed without joining or otherwise naming Customer as defendant off PCF's sole discretion. The undersigned's liability shall not be reduced by reason of PCF's failure to take action against Customer or by a compromise or extension granted by PCF to Customer.

Guarantor _____ Signature _____

In consideration of the issuance of access cards by PCF to it, Customer agrees that any liability arising or resulting from the misuse, unauthorized use, loss or theft of any one or more of the cards issued to it giving access to the PCF control terminal operated by PCF for the dispensing of motor fuels or otherwise obtaining products or services shall be borne, assumed and paid by Customer. It is further agreed that customer's liability for purchases made with lost or stolen cards extends only to noon of the first business day following PCF's receipt of written notice of the lost cards(s), provided this notice includes the card number(s) of each lost or stolen access card. This notice shall also include the identification of the person responsible for the loss. It is further understood and agreed between the parties that said cards are issued solely for the conduct of business use by the employees of Customer. Customer certifies everyone using an access card issued in the name of Customer will be taught all safety regulations issued by PCF to ensure safe operation of all fueling sites. PCF shall not be liable for any damage or claims that may result from its failure to provide fuel or the failure of the equipment in any manner whatsoever. Customer covenants to use and to cause any person using an access card issued to Customer to use their best efforts to avoid any fuel spills at the sites and to keep the fueling sites neat and clean. Customer and those using the access cards delivered to Customer hereunder represents to PCF that those using the fueling sites are aware of the proper use of the fueling sites and Customer and Guarantors will indemnify and hold PCF, it's officers, directors, shareholders, landlords, tenant and agents harmless from any liability, claims and costs including but not limited to those for bodily injury and property damage that may be caused in whole or in part by the use of the access ca by the Customer or those using the access cards delivered to the Customer hereunder.

The access cards will be used only by the commercial enterprise or government body in its business and the fuel obtained will not be available for personal or retail use. This is a commercial transaction and does not constitute consumer credit under any applicable law. PCF maintains the absolute right in its sole discretion to interrupt or terminate use of any and all PCF access cards issued to Customer.

In consideration of PCF selling merchandise and services to this Customer, the Customer agrees to PCF's payment terms and conditions hereof and as described on PCF's billing statement regarding all purchases made by customer, on Customer's behalf or using PCF access cards issued to Customer. Any claim for defective fuel or any other claim of defect products is waived by Customer and Guarantor unless made within fifteen (15) days from the Customer's purchase of defective fuel or purchase of the product or services giving rise to the claim.

Customer agrees that it shall notify PCF no later than the earlier of a) 48 hours following receipt of PCF invoice including unauthorized use of access cards or b) upon learning of unauthorized use of access cards. Without limiting in any manner the full assumption of liability set forth in this paragraph and in this agreement, Customer agrees to and acknowledges full liability for any losses resulting from any failure to report unauthorized use of access cards in accordance with terms hereof.

Customer agrees to pay all monthly maintenance fees, new account set up fees and any other account charges that may arise at any time. If any amounts due hereunder are not received by PCF within fifteen (15) days of due date shown on the statement, Customer agrees to pay interest charges at a rate of 1.5% per month on the past due balance until paid. By signing this agreeer Customer acknowledges that this interest charge does not reflect an extension of credit, but an agreed to service charge for failure to timely pay for goods and services delivered. If PCF must use an attorney or collection agency to collect any overdue amount from Customer, or any other breach of this agreement, Customer agrees to pay reasonable attorney fees and costs incurred by PCF. It is understood that all sales, billing and accounts receivable are processed through its headquarters in Orange County, CA and that this county is proper venue for litigation. Notwithstanding the point of sale, the parties agree to any issues between them will be determined under the laws of the state of California. This agreement may not be modified unless by mutually executed in writing. We may change this agreement at any time. We will notify you of such change by mail or electronic message. If you maintain and use your Cardlock Account after the effective date of change, you will have effectively indicated your agreement with the change.

Authorized Company Representative

Name _____ Title _____
Signature _____ Date _____