



Commercial Cardlock Fueling



FIRM ADDRESS

PO Box 967·Huntington·IN·46750· Phone: 260-356-3418·Fax: 260-356-1558

Full Name of Firm:							
Telephone:		Fax:					
Email Address:		Website:					
Mailing Address:		City:		St:		Zip:	
Street Address:		City:		St:		Zip:	
Home Office Address:		City:		St:		Zip:	

COMPANY

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

Single Entity
 Subsidiary of (Parent Co*)
 Corporation
 Partnership

Federal ID # How Long in Business? Type of Business Phone:

		List Names and Addresses of Corporate Officers			
* Parent Company					
Name:					
Mailing Address:					
Street Address:					

PERSONAL

Owner or Manager's Name	Title	Driver's License	Spouse's Name	
Social Security Number	Date of Birth	Have You Ever Filed Bankruptcy?	When?	
Home Address	City	St	Zip	How Long?
<input type="checkbox"/> Own <input type="checkbox"/> Buying <input type="checkbox"/> Renting				
Home Phone:		Fax:		Cell Phone:
Previous Address	City	St	Zip	How Long?
Name and Address of Nearest Relative Not Living with You				Phone

REFERENCES

Bank Name and Branch	City	State
Name of Bank Officer	Phone	

Reference	Address
List Name, Address and Phone Number of Current Petroleum Supplier(s)	

Approximate Monthly Fuel Budget \$ Number of Vehicles Number of Drivers

AGREEMENT & GUARANTY

I have made the above statements for the purpose of obtaining credit for products and services provided by Johnson Petroleum Inc. I certify that they are true and authorize Johnson Petroleum Inc. to make a credit investigation. Billings shall be issued twice each month and payments shall be made in full at Huntington, IN within 10 days of the invoice date or by an authorized agreement for direct payments when due. I agree to pay a late charge of 2% per month (24% per year) or \$25.00 minimum on any delinquent balances. This agreement includes terms and conditions on the reverse side of this APPLICATION. Facsimile and electronic signatures shall have the same force and effect as original signature. A service charge of \$35.00 will be charged for any item returned un-paid. Notwithstanding that this account is established in the name of the company or person listed above, I personally guarantee payment of this account.

Printed Name: _____ **Signature:** _____ **Date:** _____
Partner /Spouse Printed Name: _____ **Signature:** _____ **Date:** _____

Purchases will be for vehicles owned and operated by the Purchaser. Purchaser shall be responsible for all the Purchases by the Purchaser or any other person using CARDLOCK cards issued to the Purchaser and any other NON-CARDLOCK products and services regardless of whether use by any other person(s) is authorized or fraudulent.

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 Lakeview Energy Services (hereinafter referred to as "Supplier") of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.

Purchaser represents that it and any person using CARDLOCK 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 local Fire Code in the handling of fuels dispensed from the CARDLOCK system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not limited to, those for bodily injury and property damage which may be occasioned by negligence or misuse of the CARDLOCK system by any manner whatsoever. Purchaser agrees that it and any person using the CARDLOCK cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the CARDLOCK system of which Purchaser or such person is aware. 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 will be responsible for the clean-up on any and all fuel spills and any damaged equipment repairs caused by Purchaser or any person using CARDLOCK cards delivered to Purchaser. It will be the responsibility of the Purchaser to report any such spill or damage to Supplier immediately and contain said spill with absorbent material furnished at the site.

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 and may be terminated without cause upon 30 days' notice to Purchaser. Upon termination, Purchaser agrees to immediately surrender all CARDLOCK card(s) issued to Purchaser and to immediately pay all outstanding sums to Supplier.

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 all reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights whether or not a suit or action is filed, in addition to all other sums provided by law. Purchaser further agrees to pay all reasonable attorney's fees and costs incurred by Supplier in connection with the collection of any judgment rendered by a Court of Law in favor of Supplier and against Purchaser. In the event court proceedings are filed to enforce Supplier's rights hereunder, Supplier may choose venue in Sutter County or Yuba County, or other appropriate County.

Purchaser agrees and warrants that it shall not allow the PIN numbers to be stored with or on the fuel cards provided by Supplier. Purchaser shall be responsible for all purchases made using CARDLOCK cards delivered to Purchaser. In the event a card(s) are lost or stolen, Purchaser shall be responsible for all purchases made on said card(s) for up to 24 hours from the time Purchaser notifies Supplier of Lost or Stolen card(s) in writing, via facsimile or by hand delivery.

All payments will be applied to late charges (if any) then to oldest outstanding balance.

All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts whether set-up now or in the future.

Person to contact regarding arrangements for ordering cards: _____

Title: _____ Address: _____

Telephone: () _____ Ext: _____

Are you currently a Pacific Pride User? Yes / No

Gasoline Diesel Please check if DIESEL is used for Off-Highway Use: Yes* No

* If YES Please read and acknowledge receipt of the following notification regarding RED DIESEL approved use:

Red Diesel is for off-road use only. RED DIESEL cannot be used in any vehicle, truck, or tractor that is driven on road. If you are found to be operating a vehicle, truck, or tractor on road with RED DIESEL in the fuel tank, you can incur a very substantial fine. By signing and dating below you acknowledge you have read and understand the proper use of RED DIESEL fuel.

Signature: _____ Printed Name: _____ Date: _____

Payment Options

Authorization for Electronic Funds Transfer _____

Customer Signature: _____ Title: _____