

INDEPENDENT



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Date \_\_\_\_\_

FRANCHISE

**COMMERCIAL CUSTOMER INFORMATION**

FIRM ADDRESS	Full Name of Firm _____ Phone Number _____ Fax Number _____
	Mailing Address _____ City _____ State _____ Zip _____
	Street Address _____ City _____ State _____ Zip _____
	Home _____ City _____ State _____ Zip _____
LEGAL STRUCTURE	Are you presently a PACIFIC PRIDE cardholder? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide card number and date of last use: _____
	CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Corporation State _____ Federal ID #: _____ <input type="checkbox"/> Single Entity Not a Subsidiary <input type="checkbox"/> Subsidiary of Parent Company How Long in Business _____ Type of Business _____
	Name of Owner(s) and/or Officers _____ Title _____ SSN _____ Name of Owner(s) and/or Officers _____ Title _____ SSN _____
	Is this a Tax Exempt Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No If tax exempt, please complete this section: Type of tax exempt status: <input type="checkbox"/> Federal #637 <input type="checkbox"/> Diplomatic <input type="checkbox"/> State <input type="checkbox"/> Country <input type="checkbox"/> Local <input type="checkbox"/> School <input type="checkbox"/> 501C-3 <b>Important:</b> A copy of your Federal 637 Tax Exempt Certificate or 501C-3 letter must be returned to process this application.
	Bank Name and Branch _____ City _____ State _____ Name of Bank Officer _____ Account Number _____ Telephone Number _____ Trade Reference _____ Account Number _____ Telephone Number _____ Trade Reference _____ Account Number _____ Telephone Number _____ Estimated Monthly Fuel Usage _____ Accounts Payable Contact _____ Telephone Number _____ _____ Email Address _____ Person to contact regarding arrangements for cards _____ Telephone Number _____ Mobile Number _____ _____ Email Address _____
AGREEMENT AND GUARANTEE	<ol style="list-style-type: none"> <li>1. Purchases will be for vehicles owned and operated by the purchaser. Minimum purchase of 2,400 gallons per year from all fuel sources is required.</li> <li>2. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.</li> <li>3. 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 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 outstanding sums owing to Supplier.</li> <li>4. Purchaser represents that it and any person using the 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 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 damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.</li> <li>5. 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 cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.</li> <li>6. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.</li> <li>7. In the event of a breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but not expressly 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 1-1/2% month (ANNUAL PERCENTAGE RATE 18%); Purchaser understands and agrees to pay a service charge if a personal check is tendered in payment and that check is returned to Purchaser unpaid for any reason; and Purchaser understands and agrees to pay all costs incurred by Purchaser in collecting Purchaser's account including attorney fees up to 33-1/3% of the amount referred for collection.</li> <li>8. Supplier reserves the right to charge a service fee per access card per month. Supplier reserves the right to charge a replacement card fee (due to loss or general misuse) for cards reissued within the last 18 month period. A \$35.00 Handling Fee will be charged for all checks returned from the bank for any reason.</li> <li>9. 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.</li> <li>10. In the event that any legal action is required to collect on this account, venue for such legal matters will be determined by Supplier.</li> <li>11. I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. I agree to pay a late charge of 1-1/2% per month (18% per year) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS HEREOF. All purchases made on this account will be for commercial use.</li> <li>12. Each Business Owner/Account Principal ("Business Owner/Account Principal") for this Account is personally and unconditionally, jointly and severally liable with Applicant, as Business Owner/Account Principal and not as surety or guarantor, for the payment and performance when due of all obligations owed on the Account, regardless of who made purchases using the Cards, and the Business Owner/Account Principal agrees to pay such amounts according to the terms of this Agreement.</li> <li>13. I have made the above statements for the purpose of obtaining credit with Cato Gas &amp; Oil Company. I certify they are true and authorize you to make a credit investigation. My accepting or signing will constitute acceptance of Cato's terms and conditions. The application is property of Cato, Incorporated.</li> </ol>
Business Owner/Account Principal _____ Title _____ Date _____	
Approved by: _____ Credit Limit: _____ Comments: _____	