

COMMERCIAL CREDIT APPLICATION ***PACIFIC PRIDE ***

BLUE WATER FUEL MANAGEMENT

A Division of Foster Blue Water Oil, L.L.C.
 36065 Water Street, P.O. Box 430
 Richmond, MI 48062-0430
 Ph: (586)727-3996 · Fax: (586) 727-4311



Account Number _____
Sales Representative _____
Approved _____
Office Use Only

Are you presently a PACIFIC PRIDE or AMERINET card holder? Yes ? No ? If yes card # _____

Company Name _____	Contact Person for Cards _____
Address _____	Tax I.D. # _____
City, State, Zip _____	Date Business Started _____ Yrs. at this Location _____
Phone No. _____	Est. Monthly Usage/Gal. _____
Fax No. _____	Current Petroleum Supplier _____
E-Mail Address _____	Supplier Phone No. _____

Type of Business _____ Sole Proprietorship _____ Partnership _____ Corporation _____ L.L.C. _____ Subsidiary _____ Division _____

OWNER INFORMATION	Name _____ Social Security No. _____ Date of Birth _____
	Address _____ City/State/Zip _____ Phone No. _____
	Name _____ Social Security No. _____ Date of Birth _____
	Address _____ City/State/Zip _____ Phone No. _____

TRADE REFERENCES	Company Name _____ Account No. _____
	Address _____ City/State/Zip _____ Phone No. _____
	Company Name _____ Account No. _____
	Address _____ City/State/Zip _____ Phone No. _____
	Company Name _____ Account No. _____
	Address _____ City/State/Zip _____ Phone No. _____

BANK REFERENCE	Bank Name _____ Phone No. _____ Contact Name _____
	Address _____ Checking Account No. _____ Loan No. _____
	Bank Name _____ Phone No. _____ Contact Name _____
	Address _____ Checking Account No. _____ Loan No. _____

PERSONAL GUARANTEE	<p>The Undersigned (jointly and severally) in consideration of your extending credit to the above applicant, do hereby unconditionally guarantee payment of all indebtedness, liabilities, or obligations, said applicant shall at any time owe to Blue Water Fuel Management or any of its affiliated companies. This guarantee shall be a continuing, absolute and conditional guarantee and shall remain in full force and effect until expressly revoked by a written notice from the undersigned sent by certified mail, return receipt requested and, also, until all of said indebtedness, liabilities, and obligations created before receiving such notice shall be fully paid.</p> <p>This guarantee extends to and includes any and all interest due or to become due together with any and all costs and expenses, including but not limited to collection agency fees, attorney fees and court costs incurred by Blue Water Fuel Management or its affiliates, or successors in connection with any matter covered by the guarantee.</p>	
	Signature _____	Print Name _____
	Date _____	

CONDITIONS AND AGREEMENT	<p>By signing this customer application, I authorize Blue Water Fuel Management and its affiliates to check my credit history and I authorize any references listed to release information to you and any of your affiliates regarding my eligibility for a credit account and any renewal or future extension of credit. I authorize you to exchange credit information about how I handle my account with you and your affiliates, credit bureaus, and proper persons. It is agreed that all invoices are due and payable according to the terms that appear on your invoice irrespective of any disputes between buyer and seller as to the specific terms of sale. Unless an invoice is contested within thirty (30) days, in writing, from the date of said invoice, the invoice shall be deemed accepted as true and accurate. A monthly service charge will be assessed a Time-Prime Differential of 1 1/2% to all accounts not paid within terms. (18% Annual Percentage Rate) Buyer agrees to pay reasonable collection fees and actual attorneys fees and court costs in the event it defaults on payment and the seller must refer the account to a third party.</p> <p>All statements made herein are true and accurate to the best of our knowledge. We authorize the above company to make and all inquiries necessary for action on this application. We hereby indemnify the above company and its agents, from any liability resulting from their credit survey.</p>	
	Authorized Signature _____	Title _____
(Signature and Printed Name)		
Date _____		

TERMS FOR CARDLOCK USE

1. Terms of Sale: Billing periods shall be the 15th and the last day of the month. Payment will be due in full within 15 days of the invoice date. Accounts paid within 10 days of invoice date will be eligible for volume discounts on purchases provided the payment terms are met. Accounts not paid within 15 days of the invoice date will be subject to termination by the cardlock system, unless payment arrangements have been made in advance and accepted by the Supplier. Accounts not paid within 15 days of the invoice date will be assessed a finance charge of 1 ½ % per month (18% per year) on any delinquent balances.
2. For each check returned by the bank, the maker of that check will be assessed a \$35.00 service fee.
3. Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
4. Purchaser shall be responsible for all purchases by Purchaser or any other persons using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent. The Purchaser will immediately notify the Supplier if a card is lost, stolen or misused. The Purchaser agrees that they will not have the PIN#/security access code on nor near the card should it become used fraudulently.
5. If there is any change in the ownership of Purchaser or if substantially all of the assets of the 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 all outstanding sums owing to Supplier.
6. Purchaser represents that it and any persons 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 of which Purchaser or such person is aware. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence of misuses of the cardlock system by the Purchaser of any person using the cardlock cards, delivered to the Purchaser hereunder.
7. 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. Upon termination, Purchaser agrees to immediately surrender all card lock cards issued 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.
8. In the event of a breach of any of the terms of this agreement or any other agreement between the Purchaser and the Supplier, including but expressly not limited to the failure to pay sums owing the Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser. Purchaser agrees to pay reasonable attorney fees and costs incurred by Supplier in the enforcement of the Supplier's rights even though no suit or legal action is filed to enforce the rights of the Supplier than such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
9. In the event that any legal action is required to collect on this account, venue for such legal matters will be determined by the Supplier.
10. 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.
11. Notwithstanding that this account is established in the name of a company, the persons whose signature appears on the reverse, personally guarantees payment of the account.
12. This access card is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the cardlock system. This access card is not a credit card. Therefore the federal \$50.00 liability limit for credit cards will not apply to these network fueling access cards. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.
13. The Purchaser agrees to be responsible for any spills and/or fueling facility or equipment damage whether accidental or due to negligent use.
14. The Purchaser is advised that cardlock sites that are at/or near retail sites will not be paying the posted retail price but the actual cardlock price per gallon. The posted price is for cash or credit card pricing only, not the price for cardlock fueling purchases.
15. The Purchaser agrees that they have 30 days from their statement date to dispute any charge(s) noted within that statement.
16. 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 of 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 the Purchaser notify Supplier of any malfunction of the cardlock system of which Purchaser or such person is aware.