



CREDIT APPLICATION/ CREDIT AGREEMENT/ PERSONAL GUARANTEE
 (CANADIAN COMPANIES - EXCLUDING ALBERTA)

PLEASE FILL OUT ALL FIELDS TO AVOID PROCESSING DELAYS

Legal Name/ DBA/ Parent Company _____

Mailing Address: _____

Physical Address: _____

Phone Number: (____) _____ Fax Number: (____) _____ Email: _____

Type of Business: _____ Estimate of Annual Biz Sales: \$ _____ Estimated Annual Fuel Purchases: \$ _____

Years in Business: _____ How long at this address: _____ Any Real Estate Owned: Yes No If owned, value: \$ _____

CHECK ONE: **SOLE PROPRIETORSHIP** **PARTNERSHIP** **CORPORATION/LLC**

Also list spouse List all partners List officers/ members List all information below:

1. Name/Title: _____ SS#: _____

Home Address: _____ Home Phone: _____

2. Name/Title: _____ SS#: _____

Home Address: _____ Home Phone: _____

Bank Reference: _____

(Name and Location) (Account number) (Name & phone # for contact)

Trade Credit References:	Name	City, State	(Area Code) Phone #	Account #
1. Truck/Trailer Repair: _____				
2. Tire Service: _____				
3. Current Fuel Supplier: _____				

The Undersigned agrees to pay to Ernie's Cardlock, L.L.C. ("EC") all amounts due by the undersigned to EC within 15 days from the date the undersigned is invoiced, which EC will issue twice a month. The undersigned further agrees to the General Provisions following: The undersigned hereby makes application to EC for credit and/or updates and confirms existing account(s) for purchases made or to be made under its EC cardlock account. This agreement covers all charges on the EC cardlock account for purchases from participating vendors within the CFN cardlock system. EC provides the undersigned with services, which include credit, cardlock access to a network of automated fuel sites, and a fuel management system. This agreement shall apply to future credit (if any) by EC to the undersigned, together with any existing indebtedness the undersigned owes to EC. By completing this application and executing this agreement below, the undersigned and each guarantor consent to EC requesting credit reports and other credit and personal information from bank and trade references to evaluate, assess and update the credit worthiness of each of the undersigned and each guarantor. The undersigned agrees to abide by the credit terms of EC as established and amended from time to time. In the event the undersigned fails to pay any balance when due, interest shall accrue on the balance at a rate of eighteen percent (18%) per annum, compounded monthly, from the date of invoice until the amount is paid in full. In the event the past due balance is referred for collection, the undersigned agrees to pay all costs of collection, including collection fees (up to the maximum amount allowed by law), actual attorney's fees and court costs, regardless of whether suit is filed. If a lawsuit is commenced, the undersigned hereby irrevocably consents and agrees that such proceeding shall take place in Pierce County, Washington, or for Canada residents or Canadian companies, in the Province of British Columbia. The undersigned agrees that this Credit Agreement shall be governed by the laws of the State of Washington, or for Canada residents or Canadian companies, the laws of the Province of British Columbia. If the undersigned sells, transfers or changes the ownership or legal structure of its business, the undersigned agrees to provide written notice by registered or certified mail to EC's general manager. Until EC receives such notice, the undersigned agrees to pay for all purchases made on all account(s) established in its name, for all purchases made by any person using cardlock cards issued to, or for the benefit of, undersigned, including unauthorized and fraudulent purchases. You may be liable for the loss, theft, or possible unauthorized use of your fuel access card. You will not be liable for unauthorized use that occurs after you notify EC of loss, theft, or possible unauthorized use, and you receive written confirmation that your notification was received by EC. If your organization has ten or more valid EC fuel cards for use by your employees, at this time or any future time, you hereby agree to be liable for all uses of your EC fuel access cards, both authorized and unauthorized, prior to notifying EC of a lost or stolen card or unauthorized use. Written confirmation is required for proof of notification.

Faxed documents shall be considered the same as originals; however, the undersigned agrees to use its best efforts to provide EC original documents as soon as possible. The undersigned represents and warrants that the information provided to EC is true and accurate and acknowledges that it has been given for the purpose of obtaining credit from EC. Except for demonstrable errors or omissions, the amount appearing due in any invoice or account stated by EC will be conclusive as to that amount being due.

Executed this _____ day of _____, 20__.

Print name of business: _____ (the "Business")

By: **X** _____
Authorized Signatory (signature of Proprietor/Partner/
 Corporate Officer/LLC Member – Mgr)

Print Name: _____

Print Title: _____

GUARANTEE:

Each of the undersigned (each a "Guarantor"), in consideration of EC extending credit to the above named Business, do joint and severally unconditionally, personally, and individually guarantee payment of all amounts owing by the above-named Business, including interest, costs, and attorneys fees, which amounts shall be immediately paid by the undersigned to EC on demand. Each Guarantor further agrees to the General Provisions referenced above and that such General Provisions are incorporated by reference herein. This guarantee shall be continuing, absolute and unconditional and may not be cancelled except by written notice actually received by the credit department of EC, in which case the cancellation shall apply only to those purchases made beginning the day following actual receipt of such notice. The undersigned further agrees that EC shall not need to exhaust its recourse against the Business or any other person (including other Guarantors) prior to claiming from the undersigned. The undersigned further agrees that the undersigned's liability under this guarantee shall not be limited or reduced, nor will EC owe any duty to the undersigned, nor will EC's rights under this guarantee be prejudiced, by the existence or occurrence (with or without the knowledge or consent of the undersigned) of any one or more of the following events: (i) any termination, invalidity, unenforceability or release by EC of any of its rights against the Business or any other person; (ii) any taking or giving up of security; (iii) any amendment, renewal, increase or other change the terms of the credit made available by EC to the Business; (iv) accepting compositions from or granting releases or discharges to, the Business or any other person; (v) the death of any person or any change in the Business' name or any reorganization (whether by way of amalgamation, merger, transfer, sale, , lease or otherwise) of the Business; (vi) any change in the financial condition of the Business (including insolvency and bankruptcy); (vii) any incapacity, or lack of limitation of status or of the power of the Business or the Business' directors, managers, officers, partners or agents; the discovery that the Business is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of the obligations of the Business to EC; or (viii) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the undersigned, the Business, or any other person in respect of either the obligations of the Business to EC or any Guarantor's liability hereunder. This guarantee is personal to each signor. Any notation of corporate capacity shall be taken as informational only and shall not effect the personal nature of the guarantee. The undersigned agrees to pay to EC any amount that EC cannot recover from the undersigned as Guarantor immediately following demand as set forth hereunder.

By: **X** _____ **X** _____
 Guarantor (Spouse) Print Name Guarantor/ Partner Print Name

By: **X** _____ **X** _____
 Guarantor/ Partner Print Name Guarantor (Spouse) Print Name

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