

QUALITY PETROLEUM OF ALABAMA
 112 TRADE CENTER DR. BIRMINGHAM, AL 35244
 An Independent Franchisee of PACIFIC PRIDE COMMERCIAL FUELING
www.quailtyfuels.net

*ARE YOU PRESENTLY A PACIFIC PRIDE CARD HOLDER? YES NO

COMPANY NAME:	S.I.C. CODE	TELEPHONE NO.
MAILING ADDRESS:	CITY	STATE/ZIP
FEDERAL ID TAX #:	SOCIAL SECURITY #	DATE OF BIRTH
OWNER, MGR, OR OFFICER NAME:	TITLE	SPOUSE
HOME ADDRESS	HOME PHONE	
HAVE YOU EVER FILED BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO	WHEN? _____	WHERE? _____

TERMS OF CARDLOCK

1. Purchases will be for vehicles owned & operated by the Purchaser. 2. ACCESS CARDS will remain the property of Quality Petroleum. A charge of \$2.00 per access card may be charged for any card not returned upon termination of this account. 3. This access card is NOT a credit card. Therefore the federal \$50.00 liability limit for credit card will not apply to these network fueling access cards. Please note that issuance of credit to the Purchaser is independent of the process issuing a network access card. 4. Minimum purchase of 2,400 gallons per year from all fuel sources is required if CLASS 1 FLAMMABLES (gas) and purchased. 5. In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters. 6. Purchaser shall be responsible for all purchases by Purchaser; regardless of whether used by any other person is unauthorized or fraudulent manner. The Purchaser will immediately notify of Supplier if a card is lost, stolen, or misused. The Purchaser agrees that they will not have PIN#/Security access code on or near the card should it become used fraudulently. 7. Purchaser agrees to be responsible for any spills or fueling/equipment damage whether accidental or due to negligent use. 8. 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. 9. The Purchaser agrees that they have 30 days from their billing statement date to dispute any charge(s) noted within that statement. 10. If there is any change(s) in the ownership or 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 all outstanding sums owing to Supplier. 11. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of 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 cost including, but not expressly 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 cards, delivered to the Purchaser hereunder. 12. 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 Purchase of such person is aware. 13. 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 cardlock 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 to all amounts owing to Supplier and paid in full. 14. In the event of any breach of the terms of this agreement or any other addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay a collection fee of up to 33%, and the reasonable attorney fees and cost incurred by supplier in the enforcement of Supplier's right even though no suit or action is filed and if suit or action filed to enforce the rights of Supplier then 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. 15. All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as Purchaser's entire branch accounts whether set up now or in the future. 16. A \$35.00 handling fee will be charged for all checks returned from the bank for any reason. This charge will be noted on your next statement following the returned check. If two or more checks are returned within one-year period your account may be cancelled and you access card(s) invalidated.

AGREEMENT AND GUARANTY

I have mad the attached statement for the purposed of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billing shall be issued twice each month and payment will be due within 10 days of invoice date. I agree to pay a late charge of 1 ½ % per month (18% per year) or \$0.05 minimum on any delinquent balance. THIS AGREEMENT INCLUDES THE TEAM AND CONDITIONS ON THE APPLICATION HEREOF. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of this account. All purchases mad on this account will be for commercial use.

Signed: _____ Title: _____
 Printed Name: _____ Date: _____

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COMPANY NAME: _____

STREET ADDRESS: _____

EMAIL ADDRESS: _____

Check one:

Single Entity Not a SUBSIDIARY PARTNERSHIP SUBSIDIARY OF A PARENT COMPANY CORPORATION OTHER

HOW LONG IN BUSINESS: _____ TYPE OF BUSINESS: _____

PLEASE LIST NAMES OF PARTNERS OR CORPORATE OFFICERS: _____

REFERENCES:

BANK NAME/BRANCH ADDRESS ACCOUNT NO. BANK OFFICER TELEPHONE NO.

TRADE REFERENCE CONTACT NAME TELEPHONE NO.

TRADE REFERENCE CONTACT NAME TELEPHONE NO.

CURRENT PETROLEUM SUPPLIER ESTIMATED MONTHLY GALLON USAGE NO. OF VEHICLES

PERSON TO CONTACT REGARDING ARRANGEMENTS FOR CARDS TELEPHONE NO.

Email

ACCOUNTS PAYABLE CONTACT TELEPHONE NO.

Email

I authorize this organization to request a consumer and business credit report for purposes of determining my current and continued credit worthiness. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose and will remain confidential. I understand that this organization will be requesting a consumer credit and business report in conjunction with this commercial business application. I release all such persons from any liability or damages that may incurred as a result of such an inquiry or the furnishing of such information. I certify that the information on this application is true and complete. Additionally, I agree to all of the terms as outlined on page one of this application.

Signature Title Date

FAX BACK TO: 205-985-2977 or
MAIL TO:
QUALITY PETROLEUM
112 TRADE CENTER DRIVE
BIRMINGHAM, AL 35244
EMAIL: CATHYC@QUALITYFUELS.NET