



# CREDIT APPLICATION

**APPLICANT** - Applicant represents to Gate Petroleum Company (doing business as "Gate Fleet Services") that the information given in this application is complete and accurate, and authorizes us to check with credit reporting agencies, credit references and other resources disclosed to confirm information given. Applicant requests a business charge account if approved for credit and one or more business credit cards. The undersigned applicant/buyer agrees to the terms and conditions set forth in the attached Business Charge Account Agreement. Use of any card issued pursuant to this application confirms applicant's agreement to said terms and conditions. If you have any questions regarding the completion of this application or need additional copies of the Business Charge Account Agreement, call 1-888-236-2363. Any persons signing on behalf of a business attests that the buyer is a valid business entity and that said person is authorized to make this application on the buyer's behalf.

COMPANY NAME \_\_\_\_\_ Taxpayer ID# (TIN, FEIN or SSN) \_\_\_\_\_

D/B/A \_\_\_\_\_ Dun & Bradstreet # \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ CIRCLE ONE: Partnership Proprietorship Corporation LLC

BUSINESS STARTED (Month/Year) \_\_\_\_\_ FISCAL YEAR BEGINS (Month) \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
(makes changes, receive cards, reports, etc.)

ALTERNATE CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_

NO. OF GASOLINE VEHICLES: \_\_\_\_\_ NO. OF DIESEL VEHICLES: \_\_\_\_\_ ESTIMATED TOTAL MONTHLY PURCHASES \$ \_\_\_\_\_

BANK NAME \_\_\_\_\_ ACCT # \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CONTACT \_\_\_\_\_

TRADE REFERENCE \_\_\_\_\_ PHONE \_\_\_\_\_

Account Number \_\_\_\_\_ CONTACT \_\_\_\_\_

TRADE REFERENCE \_\_\_\_\_ PHONE \_\_\_\_\_

Account Number \_\_\_\_\_ CONTACT \_\_\_\_\_

TRADE REFERENCE \_\_\_\_\_ PHONE \_\_\_\_\_

Account Number \_\_\_\_\_ CONTACT \_\_\_\_\_

### PRINCIPALS OF BUSINESS

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

A current financial statement submitted with this form will facilitate processing and will be required if purchases are to exceed \$3500 per month. Applicant understands that the cards to which their Application pertains, shall if issued, be subject to the terms and conditions applicable to the account, as they may be amended from time to time.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_ (Signer must have authority to make this application on buyers behalf.)

EMAIL: \_\_\_\_\_

### OFFICE USE ONLY

UNIVERSAL \_\_\_\_\_ WEB REFERENCE CODE \_\_\_\_\_ COUPON CODE \_\_\_\_\_ PAK \_\_\_\_\_ SALES CODE \_\_\_\_\_

**ESTABLISHMENT OF ACCOUNT:** While we, the Seller, have offered to sell various goods and services and have offered to facilitate or enable you, the Buyer(s), to purchase goods and services from merchants or their dealers, distributors, or lessees under contract with us (if any) as such goods and services may be described in the sales invoice(s) or by other agreement for the undiscounted retail price(s) shown thereon or established pursuant thereto, or otherwise provided to you, you, the Buyer(s), have chosen to establish this business charge account for your business use and to purchase these products and services on credit under the terms of this Agreement. Therefore, in consideration of the granting of credit by us, either by: (a) our selling goods and services directly to you on credit or by (b) our purchasing or arranging for the purchase of your credit obligations from third parties who have extended credit to you by honoring our credit cards in the sale of goods and services to you, or by (c) arranging for a third party to assume directly and pay your obligations arising out of use of our credit card, you promise to pay us, or our assignee or any holder of your credit obligations arising out of use of our credit cards a credit price for any purchase of products and services made on this account from time to time, such credit prices to be the price(s) for any products and services, plus any applicable time price differential, hereafter described as "late fees", set forth in the Agreement. You hereby agree that this account shall be used only for the purchase of products and services primarily for your business use. (Any person signing below on behalf of a business hereby acknowledges that said person is duly authorized to do so and to bind the business of the Agreement).

**CREDIT LINE:** You agree that we may establish a credit line (limit) for your convenience and that your credit purchases at any one time will not exceed your credit line. You will be advised of your credit line when your account is approved. You agree that we may change your credit line from time to time based on our evaluation of changes in your credit capacity and your performance under this account.

**LATE FEE:** Buyer agrees to pay in full the balance shown on each monthly statement, by the due date shown on the said statement. If Buyer fails to pay as required, Seller may assess a late fee on all amounts (excluding unpaid late fees) remaining unpaid twenty-six (26) days after the statement date.

**NO LATE FEE ON NEW PURCHASES:** No late fee will be assessed on purchases during the billing cycle when they are made.

**LATE FEE SCHEDULE:** Late fee will be assessed at a rate based upon the billing address of Buyer. The periodic (monthly) late fee rate and the corresponding Annual Percentage Rate for Buyer having an address in the following states will be as set forth in the following table

STATE	Monthly Periodic Rate	Annual Percentage Rate
CA, CT, DE, FL, GA, HI, KY, MD, MI, MO, MT, NE, NJ, NM, NY, NC, ND, OR, PA, RI, TN, TX	.666%	8.00%
MA	1.666%	20.00%
All Other States and DC	1.750%	21.00%

**BALANCE SUBJECT TO LATE FEE:** The balance subject to late fee is the average daily balance excluding new purchases, which is arrived at by adding the daily balances in the account during the billing period and dividing this total by the number of days in the period. (In Montana, the balance subject to late fee is arrived at by taking the account balance at the beginning of the period subtracting any payments and credits received during the period). The daily balances are determined by taking the beginning balance each day during the billing period, excluding any purchases on that day, and subtracting any payments and credits entered on that day and subtracting any prior late fee not paid during the period.

**WHEN LATE FEE BEGINS:** Since new purchases of products and services are not added in determining the daily balances during the billing period when made, they do not begin to accrue a late fee until the start of the following period. You will not incur a late fee on your new purchases if they are paid within twenty-six (26) days of their first billing date.

**MONTHLY PAYMENTS DUE/BILLING INQUIRIES:** You agree to pay in full upon billing your entire monthly outstanding balance since purchases are due and payable upon billing. Your account will be delinquent if not paid within twenty-six (26) days of your billing date. If the twenty-sixth (26<sup>th</sup>) day falls on a non-business day, payment is due on the first business day prior to the scheduled business day. Delinquent accounts will be subject to the suspension or termination of credit privileges without notice. Charges must be paid in full notwithstanding request for verification of items. Customer has sixty (60) days after statement closing date to dispute a charge in writing.

**APPLICATIONS OF PAYMENTS:** Payments shall be applied first to the unpaid late fees and then to the balance of each item of products and services in the order of their purchase.

**DEFAULT:** If you do not pay any payment when due, or breach any other terms of this Agreement, we may demand the entire unpaid balance be paid immediately and start a lawsuit for collection of the balance, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law you agree to pay reasonable attorney's fees and court cost as permitted by law if your account is referred for collection to any attorney who is not our salaried employee.

**PREPAYMENT:** You have the right to pay at any time your entire balance in full.

**CHANGES IN TERMS:** You agree that we may change existing rates, charges and other terms of this Agreement, as well as introduce new terms and fees (such as delinquency charges, non-sufficient funds check charges and supplemental processing fees) when permitted under applicable law, provided you are given proper written notice. Any such amendments will apply to the then existing balance of your account, to the extent permitted or required by applicable law.

**CREDIT CAPACITY:** You give us the right to investigate your business and/or your personal credit capacity and credit history. You agree that your outstanding balance on this account will not exceed your credit limit. We are authorized to furnish information about the account and yourself to credit reporting agencies and others who may lawfully receive the information.

**CHARGE CARDS:** You requested commercial charge cards from us for use in accordance with the provisions of this Agreement by those individuals or for use in connection with those vehicles identified to us. Unless earlier revoked or canceled all charge cards shall be valid through their respective expiration dates. You may request the issuance of additional charge cards, the cancellation of existing charge cards, or changes in authorized use thereof. We may issue renewal charge cards prior to the expiration date and all such renewal or additional charge cards shall be subject to the terms of this Agreement as then in force. You agree that this Agreement controls all purchases made on the account by you or any person who uses your charge card or account. If you have requested driver identification numbers for your account, you agree that the use of the Card and the applicable driver identification number will constitute authorized use for all purposes. If no driver identification numbers are assigned to your account, presentation of the Card will evidence authorized use. You will promptly notify us of the loss, theft, or unauthorized use of any charge card or account by telephoning us at (888) 236-2363. Upon receipt of such notification we will use all reasonable efforts to prevent further use of the Card. You will promptly confirm such notice in writing. We shall have the option to accept by telephone any and all other notices or communications with respect to any charge card or the account while reserving our right to have you provide such information in writing. If we issue ten or more cards to you for use by your employees, subject to any limitations imposed by applicable law, you agree to be responsible for all unauthorized use of such cards.

**FLEET INFORMATION AND CHARGE CARDS:** The Fleet Contact Person designated by you in writing to us is authorized to provide us with the information necessary to initially establish your account records and charge cards. We are also authorized to send to the Fleet Contact Person's attention all account summary information and charge cards so produced. In addition, the Fleet Contact Person is the individual designated by you to provide all fleet vehicle, driver and other information we may request and receive all charge cards and Vehicle Analysis Reports and such other information as we may provide from time to time. Unless you report any errors in the account information or charge cards within three (3) business days of your receipt thereof, we shall be entitled to rely on such information for processing your account. You will provide us with advance written notice of any change in the Fleet Contact Person. We are also authorized to deal with any contact person with apparent authority to act on your behalf.

**MANAGEMENT REPORTS AND DISCLAIMER:** We provide as a part of the products and services which we sell and you purchase certain Vehicle Analysis Reports and other management reports based upon transactions and information reported to us. Notwithstanding the foregoing and any other provision of this Agreement, we disclaim all warranties in connection with such reports and shall not be responsible for the accuracy or completeness of such reports. We shall not be liable to any person for loss, liability or damages, including consequential damages, as a result of any inaccurate or incomplete report.

**ONSITE FUELING:** We may offer certain information products in conjunction with third party fuel providers ("Fuel Provider") that we may designate from time to time. Such products may include onsite mobile fueling and private site fueling. These products are available on site at your locations that we approve from time to time. If you select any of these products you will be responsible for any charges associated with that product. By requesting any of these products, you authorize us to report your purchases to Fuel Provider

so that Fuel Provider may bill you directly as appropriate. In connection with these products, you acknowledge and agree that you are purchasing fuel directly from Fuel Provider, that you will remit your payments to Fuel Provider if billed directly by Fuel Provider, and that all other terms and conditions set forth herein continue to apply to these types of transactions. We disclaim all warranties in connection with any reporting or invoicing for these products and shall not be responsible for the accuracy or completeness of such third-party reports. In no event shall we be liable to any person for any loss, liability or damages, including consequential or special damages arising as a result of any inaccurate or incomplete reporting. In addition, we cannot ensure the security of fueling at privately owned sites. You agree and acknowledge that you are responsible for all security measures at your private fueling sites and that we have no responsibility therefore. We disclaim all warranties of security in connection with these products, and we shall not be liable to any person for any loss, liability or damages, including consequential or special damages arising as a result of any failures in the security surrounding these products, including without limitation, charges which may result from unauthorized access to your privately owned site. Buyer represents and warrants that it is and shall be at all times in compliance with all applicable laws and regulations concerning its privately owned fueling site location(s) including, without limitation, any employee safety and training requirements. Further, Buyer agrees to indemnify and hold Seller harmless for any loss, liability or damages, including consequential or special damages arising under or relating to such applicable laws and regulations. Finally, we disclaim any and all liability for any environmental, property damage or personal injury claims (collectively "Damage Claims") arising out of or related to these products described in this paragraph and/or your privately owned fuel site. We shall not be liable to any person for any loss, liability or damages, including consequential or special damages arising as a result of any Damages Claims made by you or any third party arising out of or relating to these products, to this Agreement, or your privately owned site, and you hereby agree to indemnify and hold us harmless with respect to any such Damage Claims.

**AUTHORIZATION CONTROLS:** You may request, in writing or through our online products, that authorization controls ("Controls") which will be mutually agreed upon by you and us, be applied to your account. Such Controls will enable you to restrict Cards as to daily dollar limits per Card. If any such Controls are exceeded on your account, subsequent transactions will be declined. You understand and acknowledge that only transactions submitted to us for authorization are subject to controls and that such Controls can only be enforced when we provide dollar amounts (in whole dollar increments) as part of authorization. We reserve the right to modify Controls upon notice to you when such Controls, in our opinion, are set at a level such that they are ineffective and not in accordance with the goals of the authorization control program.

**VEHICLE SERVICE PROGRAM:** If you participate in the Vehicle Service Program so that Cards issued to you may be used at participating service merchants, transaction limits will be established on your account for service purchases, thereby limiting the amount your drivers can charge to a Card in a single transaction. You understand and acknowledge that transaction limits can only be enforced when the merchant provides dollar amounts (in whole dollar increments) as part of authorization. You further understand and acknowledge that only transactions submitted to us for authorization are subject to transaction limits and that any transaction that exceeds the limits will be declined. In addition, the transaction limit will not apply against any Controls you may have requested which limit your drivers at fuel merchants. Fuel merchants are merchants who sell fuel, even if they also provide automotive service. If you participate in the Vehicle Service Program, RESTRICTED/FUEL ONLY cards will be authorized to purchase any product or service at participating service merchants.

**ONLINE PRODUCTS:** Certain of the products and services sold to you by us may be accessed by you through electronic online retrieval over the Internet. If you select a product which allows you to have such access, you agree to pay any additional costs associated with such product as quoted by us from time to time. Although we are using both passwords and data base security methods to ensure protection for our online products, including edata®, security cannot be guaranteed. We hereby disclaim all liability for any such security breaches of online communications or for any electronic, computer or other system failures. We shall not be liable to any person for any loss, liability or damages, including consequential or special damages arising as a result of any security breaches or system failures, or any other defect of the electronic online communication procedures, including, without limitation, loss due to data modification or destruction.

**WARRANTY DISCLAIMER: EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, WE AS SELLER MAKE NO WARRANTY WITH RESPECT TO GOODS PURCHASED WITH OUR**

**CHARGE CARD. THIS WARRANTY DISCLAIMER SHALL APPLY WHETHER WE ACT AS SELLER, PURCHASE OF CREDIT SALE DOCUMENTATION, ARRANGER OF THIRD PARTY CREDIT, OR OTHERWISE IN ANY PARTICULAR TRANSACTION. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO GOODS AND SERVICES PURCHASED WITH OUR CARD, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY TRANSACTION GOVERNED BY THIS AGREEMENT.**

**ADDITIONAL FEES AND CHARGES:** Returned item fees and other charges may be assessed in the amount set forth in the current Fee Schedule of Seller. You will receive the Seller's current fee schedule upon establishment of your account. Your use of the account constitutes your agreement to pay such fees and charges after appropriate notice to you.

**CANCELLATION:** We and you have the right to cancel this Agreement/account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to the cancellation. You agree to return all charge cards to us upon notice of cancellation.

**ASSIGNMENT:** This Agreement, individual transactions hereunder, and any and all obligations of the buyer hereunder may be assigned without further notice to you. All of the Seller's rights under this Agreement shall also apply to any Assignee of this Agreement.

**AUTOMATED FACILITIES:** We may provide fully automated fueling facilities which allow your drivers to purchase fuel by presenting charge cards to an unattended card reading machine. You agree that use of the Card (with a driver identification number, if applicable to your account) and the corresponding entry of sales data into the card system will evidence your agreement to pay for such purchases.

**PARTIES TO THIS AGREEMENT:** This is an agreement between the Seller and the Buyer and no other entity shall be deemed a party to this Agreement or third party beneficiary hereof.

**WAIVER:** The waiver of any term, condition or right under this Agreement by either party shall not waive any other term, condition or right, or the same term, condition or right on any other occasion.

**ENTIRE AGREEMENT:** This is our entire agreement and no oral changes can be made. This Agreement shall be governed by the internal laws of the State of Florida (without reference to choice of law rules). This Agreement is not binding until approved and accepted by the Seller. Any action to enforce this Agreement may be brought in Duval County, Florida, regardless of your state or county of residence.

**SELLER:** GATE PETROLEUM COMPANY  
9540 SAN JOSE BOULEVARD  
JACKSONVILLE, FL 32257-5444  
By: Director of Gate Fleet Service



PERSONAL GUARANTY

IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand, paid, and other valuable consideration, receipt of which is hereby acknowledged, as well as for the purpose of seeking to induce **GATE PETROLEUM COMPANY**, a Florida corporation, **GATE FUEL SERVICE INC.**, a Florida corporation & **"GATE FLEET SERVICES"**, hereafter refer to as **"GATE"** having it's principal office in Jacksonville, Duval County, Florida, to extend credit to

- a sole proprietor
- a partnership
- a limited liability company
- a corporation

Under the laws of \_\_\_\_\_ (hereinafter termed the "Principal"), or to renew or extend, in whole or in part credit already granted to said Principal, the undersigned (hereinafter termed the "Guarantor"), does hereby guarantee to said Gate and to its endorsers, transferees, successor or assigns of either this guaranty or any of the obligations secured hereunder, the prompt payment according to their terms of all obligations of the Principal to Gate of any kind or character, and does agree that if they, or any of them, are not so paid by the Principal, in accordance with their terms upon demand of Gate, the Guarantor will immediately do so.

The obligations covered by this guaranty include all obligations of the Principal to Gate now existing, or hereafter coming into existence, and any renewals, or extensions, in whole or in part, of any of said obligations heretofore described, together with all damages, losses, costs, interest, charges, expenses, including attorney's fees, and liabilities of every kind, nature and description suffered or incurred by Gate arising in any manner out of, or in any way connected with, or growing out of, said indebtedness or liabilities of the Principal to Gate. The liability of the Guarantor hereunder is unlimited in amount.

This is a continuing guaranty and shall remain in force until written notice by certified u.s. mail, return receipt requested, the Guarantor revoking it has been received by Gate; but such revocation shall in no wise release the Guarantor from its guaranty of all obligation of the Principal (as hereinabove defined), then in existence or from any renewals, or extensions thereof, in whole or in part. Death of the Guarantor, if in a natural person, shall not revoke this guaranty; in case of such death, this guaranty shall remain in force and effect until written notice by the domiciliary personal representative of the Guarantor revoking this guaranty has been received by Gate. If the Guarantor be a partnership, co-operative, or association of any kind, dissolution thereof by death or otherwise shall not revoke this guaranty, but in case of such dissolution such partnership, co-operative or association, and the members thereof, shall remain responsible on this guaranty until written notice by the person legally empowered to wind up the affairs of such dissolved Guarantor revoking this guaranty, has been received by Gate.

The Guarantor hereby consents and agrees that Gate may at any time either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf, or for its account, securing any indebtedness or liability covered by this guaranty, or substitute for any collateral so held by it for Guarantor, and such surrender or substitution shall not in any way affect the liability or the Guarantor hereunder. In the event the obligation hereby guaranteed is an obligation of a corporation, this guaranty shall cover all obligations to said Gate purporting to be made on behalf of such corporation by any officer or agent of such corporation without regard to the actual authority of such officer or agent. The term "Corporation" shall include partnerships, co-operatives and associations of all kinds, and all purported corporations, whether or not correctly and legally chartered and organized.

At the option of Gate; this agreement may be treated as a guaranty or as a suretyship. In any event Gate shall have the right to proceed against the Guarantor without first proceeding against the Principal.

The Guarantor hereby agrees that extensions of time in respect of any obligation covered by this guaranty may be granted by Gate to the Principal without notice to the Guarantor and without thereby affecting the liability of the Guarantor under this guaranty in any respect; the Guarantor waives notice of acceptance of this Guaranty by Gate, or of the creation or extension or renewal of any obligation of the Principal to which it relates, or of any default by the Principal. The Guarantor agrees that no act or omission on the part of Gate shall in any way affect or impair this guaranty.

If the Guarantor is a natural person, this agreement binds his heirs, devisees, administrators, executors, successors, and assigns, and if a corporation, its successors and assigns. When signed by more than one Guarantor, the single term "Guarantor" shall include the plural and their obligation shall be both joint and several.

This guaranty is made subject to all the terms, conditions, agreements or stipulations contained in any notes evidencing the obligations hereby guaranteed, and said Guarantor further agrees that the terms, conditions and stipulations of any notes which may be executed by the Principal to evidence obligations incurred in the future shall simultaneously with the execution of such notes become a part of this guaranty, said Guarantor hereby ratifying and confirming the agreements contained in said notes, it being understood that this guaranty also applies to any open account that the above named entity has with Gate.

It is the intention of the Guarantor to guarantee any and all obligations now or hereafter created, of the Principal to Gate, and any and all other obligations transferred by endorsement or assignment, or by operation of law, by the Principal to Gate.

In the event it becomes necessary for Gate to enforce this guaranty by legal action, each of the Guarantors hereby waive the right to be sued in the county of his residence, and it is agreed that the proper venue for such suit would be in Duval County, Florida. Guarantors hereby waive the right to trial by jury.

The undersigned consents to a consumer credit report inquiry by Gate.

IN WITNESS WHEREOF, The Guarantor has affixed his hand and seal, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

"This Guaranty shall be interpreted under Florida law and Guarantor submits to the jurisdiction of Florida Courts."

WITNESSES: \_\_\_\_\_ X \_\_\_\_\_ / \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_ X \_\_\_\_\_ / \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number