



**Guttman Oil Company/Pacific Pride
Credit Application and Customer Agreement**

FIRM ADDRESS	Full Name of Firm _____ Tel # _____				
	Mailing Address _____	City _____	State _____	Zip _____	Fax # _____
	Street Address _____	City _____	State _____	Zip _____	
	Home Office Address _____	City _____	State _____	Zip _____	
Federal Tax ID: _____			SIC Code: _____		
LEGAL STRUCTURE	CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED:				
	<input type="checkbox"/> Corporation	<input type="checkbox"/> Subsidiary of Parent Company	<input type="checkbox"/> Division of Parent Company	Name and Address of Parent Company _____	
	<input type="checkbox"/> Proprietorship	# Yrs in Business _____	_____		
	<input type="checkbox"/> Partnership	Type of Business _____	_____		
Other (Explain) _____			Tel # _____		
PLEASE LIST NAME(S) OF CORPORATE OFFICERS:					
Name _____		Address _____		Title _____	
Name _____		Address _____		Title _____	
PERSONAL	PLEASE LIST NAME(S) AND ADDRESS(ES) OF PROPRIETOR OR PARTNERS:				
	Name: _____		Address: _____		Tel#: _____ SS#: _____
	<input type="checkbox"/> Own	How Long? _____	Monthly Net Income \$ _____	Previous Employer (If in Business less than 1 yr) _____	
<input type="checkbox"/> Rent	Other Income \$ _____				
REFERENCES	Bank Name and Branch _____ City _____ State _____				
	Name of Bank Officer _____		Account # _____	Tel# _____	Fax _____
	Reference _____		Address _____	Tel# _____	Fax _____
	Reference _____		Address _____	Tel # _____	Fax _____
	Reference _____		Address _____	Tel # _____	Fax _____
Monthly Usage Estimate Gallons: _____ Dollars: _____					
Number of Vehicles: _____ Number of Drivers: _____					
Person to contact regarding arrangements for cards: _____			Tel # _____		Email _____
()					

AGREEMENT AND GUARANTY

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. Billings shall be issued twice each month and payment will be due in full within 10 days of invoice date. I agree to pay a late charge of 1½% per month (18% per year) or 50¢ minimum on any delinquent balances. This agreement includes the terms and conditions on the reverse side hereof. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of the account. All purchases made on this account will be for commercial use.

SIGNED:

TITLE:

DATE:

Additional Terms**Supplier: Guttman Oil Company****PURCHASER:** _____**SIGNED:** _____ **DATE:** _____

1. Time is of the essence of this agreement.
2. Minimum monthly purchases of 200 gallons required.
3. *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.
4. If there is any change in 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 all outstanding sums owing to *Supplier*.
5. *Purchaser* represents that 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, hold harmless and defend *Supplier* from and against any and all liability for loss, damage or expense for which *Supplier* may be held liable by reason of injury (including death) to any person (including *Purchaser's* employees) or damage to any property arising out of or in any manner connected with the use of the *cardlock system* (whether the injury or damage occurs at the *cardlock site* or not), whether or not due in whole or in part to any act, omission, or negligence of *Supplier* or any of their representatives, employees, other *Purchasers* or third parties, whether known or unknown to *Supplier* or *Purchaser*. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by *Purchaser's* employees. It is further expressly agreed that *Purchaser* assumes the fullest extent of all obligations to indemnify and defend *Pacific Pride Services, Inc.* that *Supplier* has assumed in its contract with *Pacific Pride Services, Inc.* (whether or not such obligations may extend to items beyond those addressed in this Agreement). *Purchaser* and *Supplier* further agree that the Laws of the Commonwealth of Pennsylvania shall apply to the construction and application of the Indemnification and Hold Harmless Agreements set forth above.
6. *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.
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* and may be terminated upon 30 days notice to either party. Upon termination, *Purchaser* agrees to immediately surrender all *cardlock cards* issued to *Purchaser* and to immediately pay all outstanding sums owing to *Supplier*.
8. In the event of a breach of any of the terms of this agreement or any other agreement between *Purchaser* and *Supplier*, including but expressly not 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 reasonable attorney fees and costs incurred by *Supplier* in the enforcement of *Supplier's* rights even though no suit or action is filed and if suit or action is 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.
9. *Purchaser* shall be responsible for all purchases made using the *cardlock cards* delivered to *Purchaser*. In case of a lost or stolen card, *Purchaser* shall be responsible for *Purchases* made by said card(s) for up to 24 hours from the time *Purchaser* notifies *Supplier*.

Please return to:

Guttman Oil Company
Card Access Division
200 Speers Street
Belle Vernon, PA 15012-1098

Phone: 1-800-245-5955
Fax: 724-483-5226