



**J.B. DEWAR, INC.**  
 P.O. Box 3059 • San Luis Obispo CA 93403-3059  
 805.543.0180 • 805.540-7135 (Fax)  
**TOLL FREE 1.800.549.OILS (6457)**



**COMMERCIAL ACCOUNT  
 REQUEST AND AGREEMENT**

Date: \_\_\_\_\_ Rep/ID#: \_\_\_\_\_ Phone Number ( )

**FIRM ADDRESS**

Full Name of Firm			Fax Number ( )
Mailing Address	City	State	Zip
Street Address	City	State	Zip
Home Office Address	City	State	Zip

Are you currently a Pacific Pride Cardholder?  Yes  No Card # \_\_\_\_\_ When did you last use your card? \_\_\_\_\_

**PERSONAL INFORMATION**

Owner or Officer	Title	Spouse's Name
Home Address	City	State Zip
Home Phone ( )	Driver's License # / State Issued	Social Security Number - -
Name and address of nearest relative not living with you	Relationship ( )	Telephone Number

**LEGAL STRUCTURE**

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED <input type="checkbox"/> Single Entity, Not a Subsidiary <input type="checkbox"/> Subsidiary of Parent Company How Long in Business _____ <input type="checkbox"/> Corporation: State of _____ Type of Business: _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ SS# or Federal ID#: _____	Name and Address of Parent Company: _____ _____ Telephone ( )
Please list names and addresses of partners or corporate officers:	
If in business less than one year, please name, address, & length of time of employment for last five years:	

**FUNDS TRANSFER AUTHORIZATION AGREEMENT**

\_\_\_\_\_ does hereby authorize J.B. Dewar, Inc. to initiate debit/credit entries to the checking account indicated below and does further authorize the depository institution named below to debit/credit such entries to the account indicated below.

This authority shall remain in effect until termination upon (15) days written notice by either customer or J.B. Dewar, Inc. Notice of termination shall in no way affect debit entries initiated prior to expiration of aforesaid (15) day period.

This EFT service is governed by the rules of the Automated Clearing House and J.B. Dewar, Inc. can terminate or modify at any time.

**\*\*\*\*\*PLEASE ATTACH A VOIDED CHECK\*\*\*\*\***

Authorized on this date: \_\_\_\_\_

Customer(s) Signature: \_\_\_\_\_

Customer(s) Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*\*\*PAYMENT WILL BE DUE IN FULL WITHIN 10 DAYS OF INVOICE DATE\*\*\***

REFERENCES		
Bank Name and Branch	City	State
Name of Bank Officer	Account Number	Telephone Number ( )
Trade Reference	Account Number	Telephone Number ( )
Trade Reference	Account Number	Telephone Number ( )
Current Petroleum Supplier(s)	Account Number	Telephone Number ( )
Have you ever filed Bankruptcy?	When?	Where?

### ADDITIONAL TERMS AND CONDITIONS

1. Purchases will be for vehicles owned and operated by the Purchaser.
2. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify J.B. Dewar, Inc. ("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.
4. Purchaser represents that it and 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 and hold Supplier harmless from any claims and costs including, but expressly no 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 system with cardlock cards delivered to Purchaser hereunder.
5. 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.
6. 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 and all amounts owing to Supplier are paid in full.
7. 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.
8. In the event that any legal action is required to collect on this account, venue for such legal matters will be in the Superior Court of San Luis Obispo, California.
9. 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.
10. A \$25.00 handling fee will be charged for all checks returned from the bank for any reason.

MISCELLANEOUS INFORMATION			
Full Name of Firm		Telephone Number ( )	Fax Number ( )
Estimated Monthly Usage Gallons:	Amount of Credit Requested \$	Accounts Payable Contact	Telephone Number ( )
Person to contact regarding arrangement for cards		Telephone Number ( )	Cellular Phone Number ( )

**AGREEMENT AND GUARANTY**

As an inducement to grant credit, the undersigned warrants that the information submitted in this application is true and correct. Any misrepresentation in this Application will be considered evidence of fraud, since this information is the basis for the extension of credit. J.B. Dewar is authorized to contact the credit references and principals listed in evaluating the request for credit, including any banking references. **PAYMENT WILL BE DUE IN FULL WITHIN 10 DAYS OF INVOICE DATE.** There will be a \$25.00 charge on all returned checks, and J.B. Dewar reserve the right to increase this charge upon 30 days' prior written notice. Cardlock billings shall be issued twice each month. The undersigned agrees to pay a service charge of 1½% per month (18% per year) on any delinquent balances. The undersigned represents that he/she has the authority to execute this Credit Application and Agreement, and has READ, UNDERSTOOD AND AGREES TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NOTWITHSTANDING that this account is established in the name of a company, the individual signing this Agreement as an officer or owner of the firm personally guarantees payment of the account. I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize J.B. Dewar, Inc. to conduct such credit inquiries or investigations on Company, or on any personal or corporate guarantors of this Agreement, from the date of this Agreement until written notice of revocation of this authority is provided by the undersigned to J.B. Dewar, Inc.

Please read before signing agreement. Any agreement not signed will not be processed. Must be signed by owner or officer of firm.

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Printed Name \_\_\_\_\_

Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

Spouse's Printed Name \_\_\_\_\_

**\*\*\*PAYMENT WILL BE DUE IN FULL WITHIN 10 DAYS OF INVOICE DATE\*\*\***

**J.B. DEWAR, INC. / PACIFIC PRIDE**

P.O. Box 3059 • 75 Prado Road • San Luis Obispo CA 93403-3059  
805.543.0180 • 1.800.549.OILS (6457) • 805.543.8537 (Fax)

## PERSONAL GUARANTEE

In consideration of Supplier's granting credit to \_\_\_\_\_ (hereinafter "Buyer"), in accordance with the Commercial Account Request and Agreement submitted by Buyer, the undersigned unconditionally guarantees and promises to pay to Supplier, on demand, any and all indebtedness of Buyer to Supplier. This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. This Guaranty shall apply to successor entities in which the Guarantor is either an officer, shareholder, director, and/or partner. This Guaranty shall not apply to any indebtedness created after actual receipt by Supplier of written notice of its revocation as to future transactions. The obligation created hereunder is independent of the obligation of Buyer and a separate action may be brought and prosecuted against Guarantor whether action is brought against Buyer or whether Buyer is joined in any such action.

Any married person who signs this Guaranty as Guarantor hereby expressly agrees that recourse may be had against both his or her separate property and community property. This Guaranty is effective when received by Supplier without the necessity of any further action being taken by Supplier or any notice being given to the Guarantor or customer. This Guaranty shall bind the estate of the Guarantor as to any indebtedness created both before and after the death or incapacity of the Guarantor, regardless of Supplier's actual notice of Guarantor's death. Subject to the foregoing, the Guarantor's executor, administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect.

It is anticipated that fluctuations may occur in the aggregate amount of indebtedness covered by this Guaranty, and it is specifically acknowledged and agreed by Guarantor that reductions in the amount of the indebtedness, even to zero dollars (\$0.00) prior to written revocation of this Guaranty by Guarantor shall not constitute a termination of this Guaranty.

The Guarantor authorizes Supplier, either before or after any revocation of the Guaranty, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to alter, compromise, renew, extend, accelerate or otherwise change the time for payment or other terms of the indebtedness or any part of the indebtedness, including the rate of interest; (b) to take or hold security for the payment of this Guaranty or indebtedness and exchange, enforce, waive, fail or decide not to perfect, and release any such security, with or without substitution of new collateral; (c) to release, substitute, agree not to sue, or deal with any one or more of the customer's sureties, endorsers, or other guarantors on any terms or in any manner Supplier may choose; (d) to determine how, when, and what application of payments and credits shall be made on the indebtedness; (e) to assign or transfer this Guaranty in whole or in part.

Except as prohibited by applicable law, Guarantor waives any right to require Supplier to: (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness, default by customer or any other guarantor or surety, any action or nonaction taken by Supplier, the customer or any other guarantor, or the creation of new or additional indebtedness; (b) proceed against any person, including customer, before proceeding against Guarantor; (c) proceed against any collateral, before proceeding against Guarantor; (d) apply any payments or proceeds received against the indebtedness in any order; (e) pursue any remedy of course of action. Guarantor also waives: (a) any and all rights and defenses arising by reason of any act or omission by Supplier which directly or indirectly results in or contributes to the discharge of the customer; (b) any statutes of limitation in any action under this Guaranty or on the indebtedness; (c) any modification or change in the terms of the indebtedness whatsoever, including without limitation, the renewal, extension, acceleration or other change in the time of payment of the indebtedness as due and any change in the interest rate prior to modification. Until all the indebtedness is paid in full, Guarantor shall have no right of subrogation, and Guarantor waives any defense Guarantor may have based upon election of remedies by Supplier which limits or destroys Guarantor's subrogation rights.

"Supplier" has the same meaning as in the Buyer's Commercial Account Request and Agreement.

Guarantor agrees to pay upon demand all of Supplier's costs and expenses, including attorneys' fees and legal expenses incurred in connection with the enforcement of this Guaranty.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

## CORPORATE GUARANTEE

In consideration of Supplier's granting credit to \_\_\_\_\_ (hereinafter "Buyer"), in accordance with the Commercial Account Request and Agreement submitted by Buyer, the undersigned unconditionally guarantees and promises to pay to Supplier, on demand, any and all indebtedness of Buyer to Supplier. This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. This Guaranty shall not apply to any indebtedness created after actual receipt by Supplier of written notice of its revocation as to future transactions. The obligation created hereunder is independent of the obligation of Buyer and a separate action may be brought and prosecuted against Guarantor whether action is brought against Buyer or whether Buyer is joined in any such action. This guarantee is effective when received by Supplier without the necessity of any further action being taken by Supplier or any notice being given to the Guarantor or Buyer.

It is anticipated that fluctuations may occur in the aggregate amount of indebtedness covered by this Guaranty, and it is specifically acknowledged and agreed by Guarantor that reductions in the amount of the indebtedness, even to zero dollars (\$0.00) prior to written revocation of this Guaranty by Guarantor shall not constitute a termination of this Guaranty.

The Guarantor authorizes Supplier, either before or after any revocation of the Guaranty, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to alter, compromise, renew, extend, accelerate or otherwise change the time for payment or other terms of the indebtedness or any part of the indebtedness, including the rate of interest; (b) to take or hold security for the payment of this Guaranty or indebtedness and exchange, enforce, waive, fail or decide not to perfect, and release any such security, with or without substitution of new collateral; (c) to release, substitute, agree not to sue, or deal with any one or more of the customer's sureties, endorsers, or other guarantors on any terms or in any manner Supplier may choose; (d) to determine how, when, and what application of payments and credits shall be made on the indebtedness; (e) to assign or transfer this Guaranty in whole or in part.

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"Supplier" as used in this Agreement has the same meaning as in the Buyer's Commercial Account Request and Agreement.

Guarantor agrees to pay upon demand all of Supplier's costs and expenses, including attorneys' fees and legal expenses incurred in connection with the enforcement of this Guaranty.

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name of Corporate Guarantor]  
By: (President)

\_\_\_\_\_  
By: (Secretary or Chief Financial Officer)