

Credit Application

720 B STREET
 MODESTO, CA 95354
 (209) 522-7291 / (800) 637-4427
 (209) 522-2406 FAX
 WWW.WHBRESHEARS.COM

Your Energy Source.



PLEASE COMPLETE BOTH SIDES – Revised Feb 2016

PLEASE COMPLETE FOR INDIVIDUAL OR BUSINESS ACCOUNT

BUSINESS NAME			TELEPHONE (Business or Personal)	FAX (Business or Personal)
LAST NAME <i>(Personal Accounts Only)</i>	FIRST NAME	MIDDLE	CELL PHONE	SOCIAL SECURITY #
SPOUSE MAIDEN NAME <i>(Personal Accounts Only)</i>	FIRST NAME	MIDDLE	CELL PHONE	SOCIAL SECURITY #
STREET ADDRESS	CITY	STATE	ZIP CODE	HOW LONG YEARS MONTHS
MAILING ADDRESS	CITY	STATE	ZIP CODE	HOW LONG? YEARS MONTHS
FORMER ADDRESS	CITY	STATE	ZIP CODE	HOW LONG? YEARS MONTHS

BUSINESS INFORMATION – PLEASE COMPLETE FOR ALL BUSINESS PRINCIPLES, OWNERS, PARTNERS CORPORATE OFFICERS (attach separate sheet if necessary)

OWNERSHIP <input type="radio"/> INDIVIDUAL <input type="radio"/> PARTNERSHIP <input type="radio"/> CORPORATION	TYPE OF BUSINESS	SIC CODE	MAXIMUM CREDIT DESIRED (Monthly) \$
HOW LONG IN BUSINESS? YEARS DATE STARTED	DATE INCORPORATED	CONTRACTOR LICENSE #	RESALE #
DOES YOUR COMPANY OWN PROPERTY <input type="radio"/> YES <input type="radio"/> NO (IF YES LIST BELOW)	CITY	STATE	WEBSITE ADDRESS
OWNER/PRINCIPAL	DRIVER'S LICENSE & STATE	DATE OF BIRTH	SOCIAL SECURITY #
RESIDENCE ADDRESS	CITY	STATE	ZIP CODE
OWNER/PRINCIPAL	DRIVER'S LICENSE & STATE	DATE OF BIRTH	SOCIAL SECURITY #
RESIDENCE ADDRESS	CITY	STATE	ZIP CODE
OWNER/PRINCIPAL	DRIVER'S LICENSE & STATE	DATE OF BIRTH	SOCIAL SECURITY #
RESIDENCE ADDRESS	CITY	STATE	ZIP CODE

PERSONAL INFORMATION – PLEASE COMPLETE FOR INDIVIDUAL ACCOUNTS

DRIVER'S LICENSE & STATE ISSUED	DATE OF BIRTH	SPOUSE DRIVER'S LICENSE & STATE ISSUED	SPOUSE DATE OF BIRTH	MAXIMUM CREDIT DESIRED (Monthly) \$
EMPLOYER	TITLE	LENGTH OF EMPLOYMENT	WORK TELEPHONE	
SPOUSE EMPLOYER	TITLE	LENGTH OF EMPLOYMENT	WORK TELEPHONE	
MONTHLY TAKE-HOME WAGES \$	SPOUSE'S TAKE-HOME WAGES \$	OTHER INCOME * \$	* You need not disclose alimony, child support, or maintenance payments if you do not want us to consider them.	
NAME, ADDRESS & TELEPHONE NO. OF NEAREST RELATIVE NOT LIVING WITH YOU				

PLEASE COMPLETE FOR ALL ACCOUNTS

CREDIT REFERENCES	ADDRESS / CITY / STATE / ZIP	AREA CODE & PHONE #.	AREA CODE & FAX #
CURRENT FUEL SUPPLIER			
CURRENT LUBRICANT SUPPLIER			
BANK	BANK ACCOUNT NO.	ADDRESS OR BRANCH	A/C & TELEPHONE NO.
BANK	BANK ACCOUNT NO.	ADDRESS OR BRANCH	A/C & TELEPHONE NO.
BANKRUPTCY <input type="radio"/> YES <input type="radio"/> NO	IF YES, TYPE	WHERE	WHEN

FLEET FUELING AGREEMENT (Please read carefully)

For valuable consideration, and in the exchange for W.H. Breshears, Inc., (hereinafter "Distributor"), permitting me/us use of their *Fleet Fueling* cardlock system, the undersigned agrees to the following terms and conditions:

- (1) Agrees to pay a fee of \$5.00 for each card issued; and, assume responsibility for the use and payment of card(s) issued to me/us, described below, or hereinafter assigned for my/our use.
- (2) Signee agrees to familiarize him/herself with the posted operating instructions for the fueling equipment, and will at all times, comply with the posted safety procedures, all laws, and rules and regulations concerning dispensing of fuel and operation of the equipment and knows the location and operation of the emergency shutoff switch, fire extinguisher(s) and telephone, fire alarms and notification procedures. The signee is solely responsible for instructions and compliance with the above procedures. The signee agrees to hold harmless Distributor for any injury or damage caused by or to the signee or its agents or bystanders while on Distributor premises, including, but not limited to, injury or damage resulting from patent latent defects thereon. Signee further accepts all liability for the misapplication of fuel type, including, but not limited to tax implications and/or equipment damage. Distributor shall not be responsible to purchaser for losses or damages resulting from the malfunction or non-function of the card(s) because of fire, electrical failure, communication line failure, terminal malfunction, labor dispute, act of God or other event beyond Distributor's control. In no event shall Distributor be liable in contract, tort or otherwise for incidental, consequential, special or indirect damages.
- (3) If any card is lost, stolen, or misplaced, promptly notify us by calling 209-522-7291 during normal business hours M-F 8am-5pm, and then FORWARDING WRITTEN NOTICE by faxing to 209-522-2406 or emailing us at fleetfueling@whbreshears.com. Signee acknowledges that it will be liable for all charges made with a lost, stolen or misplaced card until Distributor has RECEIVED WRITTEN NOTICE. *Distributor strongly advises Signee to keep the DID associated with the card(s) strictly confidential and to avoid writing the DID on the card(s) or making the DID public in any manner.* Signee acknowledges and agrees that Signee remains liable for any unauthorized use of the card(s) caused by or attributable to Signee's negligence.
- (4) Signee acknowledges that the cardlock fueling network card issued is a "card key" (California Civil Code §1747.02(a)(3)), not a credit card, to be used at an automated dispensing outlet to obtain or purchase petroleum products, as defined in subdivision (c) of Section 13401 of the California Business and Professions Code, which will be used primarily for business rather than personal or family purposes.
- (5) The price posted and/or on printed receipt at any CFN or FleetWide or Retail Service Station are not for CFN transactions. Signee's price is negotiated between Signee and Distributor. Purchases made at Retail Service Stations are not restricted by fuel type. Signee understands that Signee can authorize Retail Service Station fuel purchases or disallow Retail Service Station fuel purchases as indicated on the Card Set-up Sheet.
- (6) Because this is not a customary credit transaction, signee agrees to pay all charges or expenses incurred in connection with the card whether or not charges are evidenced by signed invoices or purchase orders. Signee agrees to accept responsibility for distribution of Driver Identification Number (DID) as well as safety instructions and operating instructions to each driver authorized to make purchases (see 2 above) on the account the organization will be liable to Distributor for all amounts and for all liability occasioned by the unauthorized use of such card. Signee agrees to pay all charges or expenses incurred to Distributor, IN FULL within 10 days of invoice. Fleet Fueling invoices are billed twice monthly. Due to the difficulty of ascertaining precise damages, should the account not be paid in full as promised, the account will be subject to a combined interest charge of 24% per annum (2 % per month), or the current charge allowable by law. An account becomes delinquent if not paid IN FULL by the 15th day, following the first billing and all cards may be locked out until account is brought current and a \$25 reinstatement fee will be charged. Signee agrees to pay cost of collection, including reasonable attorney's fees and costs incurred to effect collection of any delinquent account to the Distributor, with or without suit, including preparation, filing and foreclosure of any lien and all applicable late charges allowed by law.
- (7) This agreement may be canceled by the undersigned at any time and by Distributor at any time the account becomes delinquent, or for any reason with notice to the undersigned. The undersigned shall continue to remain liable to Distributor for any balance remaining due to Distributor, and shall immediately, upon cancellation of this agreement by either party, return all cards assigned. This agreement has been entered into and is to be performed in the State of California, County of Stanislaus, and any action brought hereunder shall be brought in said county and state at the option of and sole discretion of Distributor. This agreement is binding upon all parties signed hereto, their heirs, assigns, or successors in interest.

IT IS FURTHER AGREED:

- (1) Account is due upon receipt of invoice and becomes delinquent after the 10th of the following month. This does not apply to Fleet Fueling Agreement due dates as outlined above: Truck and Trailer deliveries; or any other terms that may have been agreed upon in writing or specified on the invoice.
- (2) Should an account become delinquent, an INTEREST CHARGE of 2% per month (24% ANNUAL PERCENTAGE RATE) or a minimum of \$1.00 will be charged on all delinquent amounts.
- (3) Purchaser agrees to pay cost of collection, including reasonable attorney's fees and costs incurred to effect collection, with or without suit, including preparation, filing and foreclosure of any lien and all applicable late charges allowed by law.
- (4) This agreement has been entered into and is to be performed in the State of California, County of Stanislaus, and any action brought hereunder shall be brought in said county and state at the option of and in sole discretion of Seller.
- (5) As may be required, a UCC-1 lien may be filed with the California Secretary of State's office or other jurisdiction.
- (6) Distributor may add, delete, or change the terms of this Agreement at any time, including changes in the interest rates, or fees. Distributor shall provide Purchaser with a notice of change as required by law. To the extent permitted by law, a change may apply to all amounts outstanding on purchaser's account at the time the changes go into effect. Distributor may provide any notice under this Agreement to purchases electronically if permitted by law.
- (7) Purchaser agrees that Distributor may at any time assign purchaser's account, any sums due on purchaser's account, this Agreement, or any of Distributor's rights or obligations under the Agreement to another person or entity without the consent of purchaser and without notice to purchaser. Purchaser may not assign its rights under this Agreement.
- (8) If any section, subsection, term, condition, covenant, provision or restriction of this Agreement is determined by a court or other judicial or administrative tribunal to be invalid, illegal or unenforceable or otherwise ineffective or against public policy either in whole or in part, then this Agreement shall be deemed amended to delete or modify, as necessary, the invalid, illegal or unenforceable section, subsection, term, condition, covenant, provision or restriction or portion thereof only to the extent necessary to make such section, subsection, term, condition, covenant, provision or restriction or the portion thereof valid, legal or enforceable, and shall not affect the validity, legality or enforceability of the remainder of this Agreement and so far as is reasonable and possible and allowable at law (i) the remainder of this Agreement shall be considered valid, legal, and enforceable in accordance with its terms, conditions, covenants, provisions, and restrictions and (ii) effect shall be given to the intent manifested by the section, subsection, term, condition, covenant, provision or restriction or portion thereof determined to be invalid, illegal or unenforceable.

I/WE HEREBY AGREE TO ABIDE BY THE FOREGOING TERMS THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS APPLICATION. YOU ARE AUTHORIZED TO CHECK MY/OUR CREDIT AND EMPLOYMENT HISTORY AND TO ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH ME/US. (attach separate sheet if necessary as above in BUSINESS INFORMATION)

AUTHORIZED BY: NAME (Officer/Partner/Spouse) – Print	TITLE (Please Print)	SIGNATURE	DATE
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