

Stamart Commercial Fueling Account Application

1718 East Main Ave. West Fargo, ND. 58078 - Phone 701-277-1050, Fax 701-277-1723

APPLICANT - PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS FORM: (1) Applicant represent that the information given in this application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources disclosed or confirm information given. (2) Applicant requests a Business charge account if approved for credit, and a Business credit card, if it is our practice to provide one. (3) The undersigned Applicant ("Buyer") agrees to the terms and conditions in the accompanying Business Charge Account Agreement.

IF YOU HAVE ANY QUESTIONS REGARDING THE COMPLETION OF THIS APPLICATION, PLEASE CALL 701-277-1050.

BUSINESS BILLING INFORMATION

Full Legal Name of Applicant/Buyer	() ()	Phone Number	() ()	Fax Number
DBA or AKA	Subsidiary of			
Billing Address	City	State	Zip Code	

BUSINESS CREDIT INFORMATION

Name	Title	SSN		
Name	Title	SSN		
Name	Title	SSN		
Accounts Payable Person	Person to contact regarding credit			
<input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership	Line of Credit Requested	No. Years in Business	Fed. ID#	

BUSINESS BANK REFERENCE

Primary Bank	Street Address	City	State	Zip Code
Contact Person	() ()	Phone Number	() ()	Fax Number
Commercial or Installment Loan No.		Checking Account No.		

FOR CREDIT LINE OF \$10,000 OR MORE, PLEASE PROVIDE MOST RECENT ANNUAL AND CURRENT FINANCIAL STATEMENTS.

BUSINESS TRADE REFERENCES

1	() ()	() ()	() ()	() ()
Trade Reference Name	Account Number	Phone Number	Fax Number	Contact Person
2	() ()	() ()	() ()	() ()
Trade Reference Name	Account Number	Phone Number	Fax Number	Contact Person
3	() ()	() ()	() ()	() ()
Trade Reference Name	Account Number	Phone Number	Fax Number	Contact Person

AUTHORIZED SIGNATURE

Authorized signature must be from one of the following (check one):
 Pres./Chm. VP Treas. Owner Partner Other _____ Title

Authorized Signature _____ Date _____ Name (print or type) _____

TO PERSONALLY GUARANTEE READ AND SIGN BELOW GUARANTY

IN CONSIDERATION OF SELLER FINANCING PURCHASES UNDER THIS BUSINESS CHARGE ACCOUNT AGREEMENT, THE UNDERSIGNED HEREBY AGREES TO UNCONDITIONALLY PERSONALLY GUARANTEE PAYMENT AND PERFORMANCE UNDER THE TERMS OF THE AGREEMENT TO THE HOLDER OF THIS AGREEMENT INCLUDING ANY ASSIGNEE IN THE EVENT THE ABOVE BUYER FAILS TO DO SO. UNDERSIGNED HEREBY WAIVES ANY NOTICES REGARDING THE AGREEMENT OR THIS GUARANTY AND AGREES THAT THIS GUARANTY SHALL BE APPLICABLE FOR AS LONG AS THIS AGREEMENT AND ACCOUNT SHALL BE OPERATIVE.

Guarantor's Signature	Date	Guarantor's Home Address
Guarantor's Signature	Date	Guarantor's Home Address

DESIGNATION OF CONTACT PERSON

The Account Contact Person is the individual designated by your company to provide all account vehicle, driver and other information we may request and receive all credit cards and other information as we provide from time to time.

Contact Name	Title	Phone Number	Fax Number
Street Address	City	State	Zip Code

* Please check the appropriate boxes to indicate purchase options per card.

Purchase Restriction:	Company Name, Personal Name, Truck, Unit or Trailer Number:	Gasoline/ Diesel	Oil/ Additives	Misc. Merchandise	Driver ID	Vehicle ID	Odometer
<input type="checkbox"/> Check here and initial below if you wish cards to be valid for gasoline and diesel purchases only. Driver ID and Vehicle ID are 6 alpha/numeric digits that you determine. If you choose to have card(s) that require either Driver ID or Vehicle ID, at the time of purchase our system will prompt for which ever code you selected. The customer will need to provide the information to our cashier. This code will show up on your monthly statement. <div style="text-align: right; margin-right: 50px;">----- Initials</div> <p>IF YOU REQUIRED 10 OR FEWER CARDS TO BE ISSUED, FILL IN THE INFORMATION IN THE SPACE PROVIDED. ANY COMPANIES REQUIRING MORE THAN 10 CARDS WILL NEED TO PROVIDE THIS INFORMATION ON A SEPARATE SHEET OF PAPER AND SUBMIT IT WITH THIS APPLICATION.</p>	1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	10. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* If you have questions, please call 1-701-277-1050

Business Charge Account

ACCOUNT: While we, the Seller, have offered to sell various goods and/or services and have offered to facilitate or enable you, the Buyer(s), to purchase goods and/or services from us, as such goods and/or services may be described in the sales invoice(s) or by other agreement for the cash 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, and service directly to you on credit 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 service primarily for your business use. (Any person signing below on behalf of this business account hereby acknowledges that said person is duly authorized to do so and to bind the business account to the Agreement.)

LATE FEE: When there is a balance subject to late fee on your account, the LATE FEE will be computed by applying a periodic rate of 1.50% per month (ANNUAL PERCENTAGE RATE: 18.0%) to the balance subject to late fee.

MONTHLY PAYMENTS DUE: 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 by the 10th of the month. We reserve the right to close any account that is past due without verbal or written notice.

APPLICATIONS OR PAYMENTS: Payments shall be applied first to the unpaid late fees and then to the unpaid 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 to this Agreement, we may demand the entire unpaid balance to 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. 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. We also reserve our rights and remedies pertaining to repossession and resale of any reprocessed merchandise as provided under applicable laws.

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

CHANGES IN TERMS: You agree that we may change the existing rates, charges and other terms of this Agreement, as well as introduce new terms and fees (such as delinquency charge, 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 personal credit capacity and credit history. We are authorized to furnish information about the account and yourself to credit reporting agencies and other who may lawfully receive the information.

CREDIT CARDS: You requested commercial credit cards from us for use in accordance with the provisions of this Agreement by those individuals or for use in connection with those vehicles to be identified to us. You may request the issuance of additional credit cards, the cancellation of existing credit cards, or changes in authorized use thereof. You agree that this Agreement controls all purchases made on the account by you and any person who uses your credit card or account. If we issue 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 credit cards. You will promptly notify us of the loss, theft, or unauthorized use of any credit card(s) or account by telephone us at 1(701)277-1050 or fax 1(701)277-1723. Upon receipt of such notification we will use all reasonable efforts to prevent further use of the card(s). 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 credit card or account reserving our right to have you proved such information in writing.

ACCOUNT INFORMATION AND CREDIT CARDS: The Account 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 credit cards. We are also authorized to send to the Account Contact Person's attention all account summary information and credit cards so produced. In addition, the Account Contact Person is the individual designated by you to provide all account vehicle, driver and other information we may request and receive all credit cards. Unless you report any errors in the account information or credit cards within three(3) business days of your receipt thereof, we shall be entitled to rely on such information and credit cards for processing your account. You will provide us with advance written notice of any change in the Account Contact Person.

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

NOTICE TO BUYER: DO NOT SIGN THIS BUSINESS CHARGE ACCOUNT AGREEMENT BEFORE YOU HAVE READ IT. THIS AGREEMENT SHALL NOT BE BINDING OR ENFORCEABLE UPON SELL UNTIL AFTER APPROVAL OF YOUR CREDIT AND ACCEPTANCE BY THE SELLER OF THIS AGREEMENT, ANY PERSON SIGNING ON BEHALF ENTITY AND THAT SAID PERSON IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON THE SELLERS BEHALF.

SELLER: SERVICE OIL, INC. d/b/a STAMART, 1718 EAST MAIN AVENUE, WEST FARGO, ND. 58078