



**Marc Nelson Oil Products Commercial
Customer Application**
PO Box 7135 - Salem, OR 97303
503-363-7676 * 800-523-7676 * Fax 503-363-5822



FIRM ADDRESS AND CONTACT INFORMATION

Full Legal Name of Business:		Business Phone Number:	
Email Address:		Company Fax#:	
Billing Address:	City:	State:	Zip :
Physical Address:	City:	State:	Zip :

LEGAL STRUCTURE

Please Check One:
 Corporation LLC LPD Sole Proprietorship Federal ID#: _____

Parent Company: _____ Type of Business: _____

Of Years In Business: _____ Year Incorporated: _____ State: _____

PERSONAL INFORMATION

Owner or Officer's Name: _____ Title: _____

Home Phone : _____ Cell Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip : _____

Social Security #: _____ DOB: _____

Have You Ever Filed Bankruptcy? YES NO

If Yes, Year: _____ Driver's License #: _____

How Long at Address: _____ Years: _____ Months: _____ Rent Own

REFERENCES

Bank Name and Branch: _____ City: _____ State: _____

Name Of Loan Officer or Bank Contact: _____ Phone: _____ Account #: _____

Trade Reference: _____ Phone: _____ Account #: _____

Trade Reference: _____ Phone: _____ Account #: _____

List Name, Address and Phone number of current petroleum supplier below:

Name: _____

Address: _____ Phone Number: _____

ADDITIONAL INFORMATION

Your MNOP account invoices will be paid by EFT/ACH. Please complete Page 3. If you do not want this payment method, please check this box

Accounts Payable Contact :

Phone : _____ E-mail: _____ Fax: _____

Are you currently purchasing fuel through another Cardlock fuel program: YES NO

If YES, Please provide the name of your current vendor (s): _____

PRODUCT REQUESTS

Estimate of product you will purchase monthly from MNOP (in gallons) _____ Credit Line Requested \$ _____

Please check all products you wish to purchase:

Cardlock Fueling Bulk Fuel Deliveries Oils, Lubricants & Greases Heating Oil

Would you like to sign up for online Cardlock Access: YES NO

CONTINUING GUARANTY

In consideration of Marc Nelson Oil Products, Inc. ("MNOP") granting credit to the applicant listed on page 1 ("Applicant"), the undersigned ("Guarantor") personally and unconditionally guarantees to MNOP and any of its affiliates or successors or assigns, the payment and performance of any and all Guaranteed Obligations, as that term is defined below. Guarantor acknowledges that he/she is directly benefited by MNOP's willingness to grant credit to Applicant and that MNOP would not grant credit to Applicant without this Personal Guaranty. The Guaranteed Obligations include any and all of Applicant's liabilities, obligations, debts and indebtedness to MNOP. Further, Guaranteed Obligations includes the full and prompt performance, observance, compliance and satisfaction of all obligations on the part of Applicant to be paid, performed, observed, complied with or satisfied. In addition to the above, Guarantor specifically recognizes and acknowledges the following: 1) This is a continuing and irrevocable Guaranty and is binding on Guarantor, as well as Guarantor's heirs, successors and assigns; 2) This Guaranty creates direct and unconditional liability which may be enforced without requiring MNOP to first exercise, enforce or exhaust any right or remedy against Applicant; 3) Guarantor hereby waives presentment, demand, protest and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of non-payment, and all other notices to which Guarantor might otherwise be entitled; 4) Guarantor agrees, in addition to the Guaranteed Obligations, to reimburse MNOP for all its costs and expenses, including reasonable attorney fees, incurred in collecting the Guaranteed Obligations or incurred in enforcing this Personal Guaranty; 5) All parties signing hereunder are jointly and severally liable; 6) Any title written near the signature of any Guarantor is not intended to limit or cancel the personal nature of this Personal Guaranty and this Personal Guaranty shall be read as though no title is contained on the document; 7) Guarantor acknowledges that his or her personal credit history is a necessary factor in evaluating the amount of credit extended to Applicant, and hereby consents to and authorizes the use of consumer credit reports for the Guarantor by MNOP as may be needed from time to time in evaluating the amount of credit extended to Applicant. This agreement includes the Credit Terms and Conditions listed below, which I have read and agree to.

Signature	Printed Name	Date
Signature	Printed Name	Date

CREDIT TERMS AND CONDITIONS

**In the event credit is extended, the undersigned agrees to the following:
(Account Terms 18-23 apply only to Pacific Pride Cardlock Fueling Accounts)**

1. Terms: Commercial and residential deliveries: Payment is due in full within 15 days of the invoice date. Truck and trailer deliveries: Invoices are due in full within 10 days of the invoice date. Cardlock: Pacific Pride invoices are due in full within 10 days of the invoice date. A 1 ½% per month late charge (with a minimum charge of .50 per month) will be assessed on all delinquent balances. Amounts are paid when they are physically received by Marc Nelson Oil Products, Inc. ("MNOP"), and not when they are deposited in the mail. Purchaser is obligated to pay for all products. Invoices are not payable in installments but payable as described above. SEND BILLING INQUIRIES to MNOP, PO Box 7135, Salem, OR 97303.
2. MNOP reserves the right to revoke or reduce credit if: (a) Purchaser fails to pay for a product when due; (b) The sale will cause the Purchaser to exceed his or her credit limit as determined by MNOP; or (c) In the judgment of MNOP there has been a material adverse change in Purchaser's financial condition. If any of these issues occur, MNOP shall have the right to demand payment or other assurance which it deems adequate before delivery or sale of any additional products or any additional products or services.
3. In the event of a breach of any of the terms of this agreement, or any other agreement between Purchaser and MNOP, including but expressly not limited to the failure to pay sums owing to MNOP when due, then, in addition to any sums due or payable to MNOP by Purchaser, Purchaser agrees to pay the reasonable attorney's fees, costs and collection agency fees incurred by MNOP in the enforcement of MNOP's rights even though no suit or action is filed. If suit or action is filed to enforce the rights of MNOP, MNOP shall be entitled to its reasonable attorney's fees and costs in addition to any sums awarded by the Court, including arbitration fees and costs, appeal fees and costs, and any costs and attorney's fees incurred in any bankruptcy proceeding.
4. All claims, controversies or disputes, including but not limited to those arising out of, or relating to the agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, shall be resolved by binding arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration shall be entitled to apply to the arbitrator for an award of reasonable attorney's fees in accordance with ORCP 68.
5. Purchaser agrees to jurisdiction of the courts in the state of Oregon and agrees that venue for any suit or action shall, at MNOP's option, be either in Marion County or any location determined by MNOP. Oregon law will control any disputes that arise between Purchaser and MNOP.
6. 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 MNOP of such sale and MNOP 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 MNOP. So long as amounts remain outstanding on Purchaser's account, MNOP retains a security interest in all products sold to Purchaser as well as all assets of Purchaser.
7. A \$35.00 handling fee will be charged for all checks and/or EFT transactions returned from the bank for any reason.
8. Purchaser acknowledges that this account is subject to periodic review and may be modified at the discretion of MNOP.
9. All terms and conditions of the Agreement and Guaranty are intended to cover Purchaser's account as well as all the Purchaser's branch accounts, whether set up now or in the future.
10. If Purchaser is a sole proprietorship, partnership or any other form of business entity, it agrees that in the event of a change in business structure, all terms of this Agreement will apply to the new business structure, including the Personal Guaranty. Notification of the change in business structure or formation is required by MNOP. MNOP reserves the right to immediately call all indebtedness due if it is not notified within 30 days of a change in business structure. Within 3 months of a change in business structure, a new credit application must be executed and provided to MNOP before any further extension of credit will be granted. The new credit application shall be subject to MNOP's usual credit review procedures.
11. The standard terms are intended to be exclusive and cannot be modified or eliminated except in writing signed by an authorized representative of MNOP. No additional or materially different Purchaser terms will be incorporated herein or supersede these terms. The Purchaser expressly waives any supplemental or additional terms that might be applied in case of any conflict in material terms. Interpretation shall be governed by Article 2 of the Uniform Commercial Code as enacted in Oregon.
12. MNOP can accept late or partial payments, or checks and money orders marked "payment in full" without prejudice to MNOP's rights under the terms listed herein, which are hereby explicitly reserved. MNOP may apply payments to any outstanding invoices in its sole discretion, regardless of how Purchaser indicated payments should be applied.
13. Purchaser shall promptly inspect all invoices upon receipt and shall notify MNOP in writing of any inaccuracy within 10 days of actual receipt of the invoice. In the event the purchaser does not act within the time limit provided above, Purchaser agrees that it shall be conclusively presumed to have accepted the invoices as accurate and to have waived any right to object.



14. MNOP is not responsible for any loss, damage or delay caused or conditioned by strikes, accidents or delays beyond MNOP's control, acts of God, transportation delays, accidents, fire, civil or military authority or by insurrection or riot by the requirements of any statute, order or directive or any proper government authority, or by any other cause which is unavoidable or beyond MNOP's control.
15. Purchaser agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from MNOP for delivery, non-delivery, sale or use of materials regardless of whether arising out of contract, warranty, negligence, strike, liability or tort; and Purchaser's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.
16. If any provision or provisions of the Agreement are found to be void or otherwise unenforceable, that provision or those provisions shall be deemed severed from this Agreement. All other terms in this Agreement shall be unaffected and otherwise remain in full force and effect.
17. All communication concerning disputed amounts, including any check or other payment instrument that is marked "payment in full" or is tendered as full satisfaction of a disputed amount, or is tendered with other conditions or limitations, must be mailed to us at Marc Nelson Oil Products, Inc., Attn: Credit Manager PO Box 7135, Salem, OR 97303, or delivered to us at 1977 Claxter Rd NE, Salem, OR 97301.
18. All cardlock purchases made on this account will be for commercial use only. Purchases will be for vehicles owned and/or operated by the Purchaser.
19. A minimum purchase of 900 gallons per year from all fuel sources is required if CLASS I FLAMMABLES (gas) are purchased from a Cardlock facility in the State of Oregon. Please note that if you file a Schedule F with your federal tax return, you are exempt from the State of Oregon Fire Marshal Gallonage requirement. However, you must provide MNOP with a current copy of your Schedule F. Also exempt is fuel purchased by governmental agencies providing fire, ambulance or police services.
20. Purchaser shall be responsible for all purchases by Purchaser or any other person using the cardlock cards Issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.
21. Purchaser represents that Purchaser or 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 MNOP harmless from any claims and costs, including but expressly not 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.
22. MNOP shall use its best efforts to maintain the cardlock system in good working order and condition. MNOP 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 Purchaser or any person using the cardlock cards delivered to Purchaser, shall promptly notify MNOP of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
23. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or any other agreement with MNOP. Upon termination Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to MNOP.

Signature	Printed Name	Date
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Signature	Printed Name	Date
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