



FLEET FUELING CREDIT APPLICATION

____ Pac Pride
____ Voyager

COMPANY NAME	PHONE		
BILLING ADDRESS	CITY	STATE	ZIP
STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON	PHONE	EMAIL	

Check the appropriate area and provide required information:

Single Entity _____ D&B ID# _____
 Corporation _____ FEDERAL ID # _____
 Other _____

Name & Address of Parent Company (if applicable)

How long in business _____

Type of business? _____

Please list name and address of Partner(s) or Corporate Officer(s):

Owner, Manager or Officer

Title

Home Address	Previous Address (if less than one year)
Phone	How long did you reside here? _____
Social Security	Date of Birth

Banking Information

Bank Name	City	State
Name of Bank Officer	Account #	Phone

Please List Two Trade References

Reference #1	Address	Phone
Reference #2	Address	Phone

Are you currently using a Fleet Card? _____ YES _____ NO

Current Fleet Card	Address	Phone
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Estimated Monthly Gallons _____ Billing Cycle
 _____ Monthly _____ Semi-Monthly _____ Weekly _____

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. This agreement also includes terms and conditions of the credit agreement on page 2.

Notwithstanding that this account is in the name of a Company, I personally guarantee payment of this account.

Signed _____

Date _____
Printed Name

Internal Use Only:

Sales Rep	Approved by	Approval Date	Credit Limit	Account
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PLEASE COMPLETE THIS FORM COMPLETELY. AN INCOMPLETE FORM MAY NOT BE PROCESSED. A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT OR TAX RETURN MAY BE REQUIRED. THE INFORMATION CONTAINED HEREIN IS PROVIDED FOR THE PURPOSE OF OBTAINING CREDIT.

1. **TERMS OF SALE:** Unless otherwise agreed, Rhoads Energy accounts will be invoiced. Each invoice is **DUE** and payment must be **RECEIVED** within 10 days of invoice date. Billing frequency may vary by invoice, product, amount or billing division. Acceptance of payment(s) for past due amounts shall not affect the terms of this agreement. **ANY SPECIAL BILLING CONSIDERATIONS MUST BE AGREED UPON IN WRITING BY RHOADSENERGY.**
2. Fuel prices are subject to change at any time without notice. Fuel purchased from the cardlock system shall include applicable state fuel taxes unless exempt from tax pursuant to Pennsylvania Use Fuel Tax. Exemption from state taxes shall be granted only upon proof of exemption as required by Rhoads Energy. Customer shall retain full responsibility for payment of taxes should a taxable use arise, including cancellation or expiration of exemption permits.
3. Past due balances are assessed a **FINANCE CHARGE of 1.5 % per month (ANNUAL PERCENTAGE RATE 18%)** or the maximum rate authorized by law whichever is lower; **MINIMUM FINANCE CHARGE \$0.50.** Pending credits from product returns, exchanges, repurchases or otherwise shall not be deemed payment unless and until such credits have been approved by Rhoads Energy and are reflected on customer's invoice or statement.
4. Accounts may be placed on hold or on a C.O.D./cash only basis at our option without advance notice. In no event, shall Rhoads Energy be liable for any consequential damages or other loss which may result from the exercise of its option under this section.
5. In the event any account is not paid when due, the prevailing party shall be entitled to recover reasonable attorney's fees and any court costs, including costs of appeal or other review. In the event your account is placed for collection with a collection agency, you agree to pay any collection fee that may be assessed in addition to all other amounts owing. Parties hereby acknowledge making this agreement in the State of Pennsylvania and agree that jurisdiction and venue for any suit brought to enforce any term(s) of this agreement and/or any other action(s) arising from or as a result of this agreement shall be in Lancaster County, State of Pennsylvania.
6. Rhoads Energy shall be entitled to rely upon verbal order or signature by you or your apparent representative on any invoice for any sale or service performed, and such authorization is presumed to establish your acceptance of and agreement to comply with the terms and conditions set forth herein, without exception.
7. This agreement shall be subject to acceptance by Rhoads Energy. **Payment terms and payment method are ACH or check only. PAYMENT BY CREDIT CARD IS NOT ACCEPTED.** All new accounts are subject to credit approval. Account Users can purchase up to the credit limit that is assigned by issuer. If issuer has permitted Account Users to exceed credit limit, it does not mean issuer will allow account users to exceed credit limit again.
8. Designated Payment Locations: Payments should be mailed to 205 Hazel Street, Lancaster PA 17603.
9. Upon issuance of cards, Customer is responsible for all activities and transactions, whether valid or fraudulent, occurring under account. Customer shall immediately notify Rhoads Energy of any unauthorized use of Customer's account or any breach of security known to Customer **within 24 hours.**
10. Default Control values can be assigned by customer. If Customer does not assign Default Controls, Issuer will place the minimum requirement of Default Control values on Customers behalf. Issuer may, in its sole discretion, at any time, without prior notification modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify Customer after modification. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters. Customer is responsible for reconciling all transactions provided by issuer. The effectiveness of is dependent upon each merchant's adoption of card specification and the information including product codes that the merchant transmits to issuer. The product codes are assigned my merchant and not issuer. In addition, some codes are not enforceable at island card readers due to equipment restrictions at the merchant location.
11. Driver Policy and fuel responsibility: As a customer utilizing our services, you acknowledge that a comprehensive drivers policy outline is available upon request. By engaging our services, you agree to assume responsibility to communicate and enforce this policy with your drivers. Rhoads shall not be held liable for any fuel expenses incurred by your drivers, as it is solely your responsibility to manage and reimburse such expenses.
12. We reserve the right to amend our customer terms and conditions without prior notice. It is your responsibility to regularly review our website for any changes. By continuing to access or use our services, you agree to be bound by the revised terms and conditions.

Applicant hereby acknowledges understanding and acceptance of the above terms and conditions of sale and authorizes investigation of any and all sources listed on this application as well as such credit bureau reports as Rhoads Energy may desire for the establishment and maintenance of a credit account.

AUTHORIZED REPRESENTATIVE	NAME & TITLE	DATE
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PERSONAL GUARANTY: To induce Rhoads Energy to enter into the above Credit Agreement with _____ ("Customer"), and for other valuable consideration, I/we, jointly and severally, personally and unconditionally guaranty all performance required by the Credit Agreement, including (without limitation) the prompt payment when due of all amounts now due or to become due under the terms of the Credit Agreement, payment of all costs and attorney fees incurred in collecting or attempting to collect monies due or otherwise enforcing any right with regard to the Credit Agreement or this Personal Guaranty, and I/we agree that jurisdiction and venue for any suit or action to enforce the terms of this Personal Guaranty shall be brought in Lancaster County Circuit Court, State of Pennsylvania. I/We consent to extensions of time to the Customer for payment, whether before or after maturity or default, and further agree that any or all of the obligations under the Credit Agreement may be changed in any other particular without notice and without in any manner releasing any guarantor from any liability. The undersigned acknowledge(s) and agree(s) that Rhoads Energy, in its sole discretion, may proceed against the undersigned (jointly and severally in the case of multiple guarantors) to collect any obligation covered by the Credit Agreement and Personal Guaranty without first or jointly proceeding against the Customer, and that the rights and obligations of this Personal Guarantee shall inure to the benefit of Rhoads Energy, its successors and assigns, and shall be binding on the undersigned guarantor(s), and his/her/their heirs and assigns. The undersigned consent(s) to Rhoads Energy obtaining each guarantor's consumer credit report for the purpose of evaluating credit worthiness in connection with the credit application on page one (1) of this document.

INDIVIDUAL GUARANTOR #1

PRINT NAME	SIGNATURE	DATE OF BIRTH	SS#	DL#
ADDRESS		CITY	STATE	ZIP

INDIVIDUAL GUARANTOR #2

PRINT NAME	SIGNATURE	DATE OF BIRTH	SS#	DL#
ADDRESS		CITY	STATE	ZIP