

TEXAS FLEET FUEL



Application For Access Cards

Application Date: _____

Customer Information

I hereby request access cards and authorization to use TEXAS FLEET FUEL computer-controlled fueling facilities for:

Trade name of business _____

Legal name of business _____

Business street address _____

Business billing address _____

City _____ State _____ Zip _____ Phone _____

Number of Vehicles

Number of Employees

Estimated Monthly Gallons

Organizational Form

(please check one)

- Corporation
 Partnership
 Proprietorship

Federal ID# _____

Principal Bank Used for Company Accounts

Account Number _____ Bank Name _____

Address _____

City _____ State _____ Zip _____

Name on Bank Account _____

Credit References

1. Business Name _____	Phone _____
2. Business Name _____	Phone _____
3. Business Name _____	Phone _____

Guarantors of Payment

1. Name _____	Address _____		
City _____	State _____	Zip _____	Phone _____
Social Security # _____	Driver's License # _____		
2. Name _____	Address _____		
City _____	State _____	Zip _____	Phone _____
Social Security # _____	Driver's License # _____		

I/We hereby authorize TEXAS FLEET FUEL to conduct a credit inquiry and authorize the references listed above to release to TEXAS FLEET FUEL information related to my/our account. I/We further agree to all the terms and conditions listed on the reverse side of the form.

Authorized Representative Of Customer

Guarantors Signature(s)

Print Name _____ 1. _____

Title _____ 2. _____

Signature _____

The customer and each guarantor, unconditionally, jointly and severally, and solidarity guarantee full and prompt payment of all sums which may, from time-to-time, be owing to TEXAS FLEET FUEL by customer as a result of this agreement. Such sums include but are not limited to, reimbursement in the amount of petroleum products obtained through TEXAS FLEET FUEL facilities, payments for other services obtained using TEXAS FLEET FUEL access cards, and applicable interest penalties or service charges. Customer agrees to pay the full amount due according to the terms indicated on the TEXAS FLEET FUEL billing statement by delivery or mail to the address shown on the invoice and statement. If this amount is not received by TEXAS FLEET FUEL within five (5) calendar days of due date shown on the statement, customer and guarantors agree to pay interest at an annual rate of 18%, or such other rate as set forth in the billing statement, on the past due balance until paid. By signing this agreement, customer and guarantors acknowledge understanding this interest charge does not reflect an extension of credit, but a procedure to ensure all statements are paid promptly when due. If TEXAS FLEET FUEL must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by TEXAS FLEET FUEL, which the parties hereby fix at 33 1/3% of any balance due, plus court costs. No notice of acceptance hereof need be given to any guarantor. In consideration of charges allowed and to be allowed to the customer named herein, the guarantor hereby personally guarantees payment of all amounts due as to indebtedness incurred subsequent to such delivery. After payment is received, any disputed charges must be identified by customer within 90 days of original invoice date. After 90 days all charges are considered valid.

In consideration of the issuance of access cards by TEXAS FLEET FUEL to it, customer and guarantors agree that any liability arising or resulting from the misuse, unauthorized use, loss or theft of any one or more of the cards issued to it, giving access to the TEXAS FLEET FUEL control terminal operated by TEXAS FLEET FUEL for the dispensing of motor fuel or in otherwise obtaining products or services shall be fully borne, assumed and paid by customer and guarantors. It is further agreed customer's liability for purchases made with lost or stolen cards extends only to noon of the first business day following TEXAS FLEET FUEL receipt of written notice of the lost card or cards, provided this notice includes the card number of each lost or stolen access card. This notice shall also include the identification of the person responsible for the loss. It is further understood and agreed between the parties that said cards are issued solely for the conduct of its business by the employees of customer.

Customer certifies everyone using an access card issued in the name of the customer will be taught all safety regulations issued by TEXAS FLEET FUEL to ensure safe operation of all TEXAS FLEET FUEL fueling sites.

Customer is a governmental body or a licensed commercial enterprise. The system will be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be available for personal use.

TEXAS FLEET FUEL maintains the absolute right exercisable in its sole discretion to interrupt or terminate use of any and all TEXAS FLEET FUEL access cards issued to the customer.

The customer has provided the information on the reverse side for the purpose of obtaining credit and authorizes TEXAS FLEET FUEL to investigate the customer's credit records and report to proper persons and bureaus its performance of this agreement.

In consideration of TEXAS FLEET FUEL selling merchandise and services to this customer, the customer and guarantor agree to TEXAS FLEET FUEL's payment terms and conditions hereof and as described on TEXAS FLEET FUEL's billing statement regarding all purchases made by customer, on customer's behalf or using TEXAS FLEET FUEL access cards issued to customer.

Any claim for defective fuel or any other claim is waived by customer and guarantor unless made within fifteen (15) days from the customer's purchase of defective fuel or purchase of the product or services giving rise to the claim.

Customer and guarantors each agree that they shall notify TEXAS FLEET FUEL of any unauthorized use of access cards no later than the earlier of (i) forty-eight (48) hours following receipt of the TEXAS FLEET FUEL statement containing unauthorized charges, or (ii) upon learning of unauthorized use of access cards.

Without in any manner limiting the full assumption of liability set forth in this paragraph and in this agreement, customer and guarantors agree to and acknowledge full liability for any losses resulting from any failure to report unauthorized use of access cards in accordance with the terms hereof.

Notwithstanding any provision in this agreement, the total liability for payments of interest and payments deemed to be interest applicable by law, shall not exceed the limit imposed by applicable usury laws. In the event the total liability for payments of interest and payments deemed interest by applicable law, shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable usury laws, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by TEXAS FLEET FUEL and (shall be applied), as a credit on the principle due or thereafter arising on a customer's account.

This application is to be interpreted applying Texas law and is enforceable in Travis County, Texas. _____ Customer's initial. _____ Guarantor's initial.

ADDITIONAL PARTNERSHIP INFORMATION		
<small>(If customer is a partnership, complete this section.)</small>		
Name, address and phone for each Partner		
Name:	Address:	Phone:
Name:	Address:	Phone:
Name:	Address:	Phone:
Name, address and phone of General Partner of Limited Partnership		
Name:	Address:	Phone:

ADDITIONAL CORPORATE INFORMATION	
<small>(If customer is a corporation, complete this section.)</small>	
NOTE: OBTAIN SIGNATURE OF CORPORATE OFFICER ON VERIFICATION BELOW.	
Name of Corporation (if different than front side of application):	
Date of Incorporation:	State of Incorporation:
Legal Corporate address (if different from front):	
Name, address and phone for each Corporate Officer	
Name:	Address: Phone:
Name:	Address: Phone:
Name:	Address: Phone:

CORPORATE VERIFICATION	
As _____ of _____	(Official Title) (Name of Corporation)
I warrant and guarantee that I am duly authorized by _____ to designate and hereby	
(Name of Corporation)	
appoint _____ to enter into any and all operating agreements and credit	
(Name of Applicant)	
applications, and all documents pertaining thereto with TEXAS FLEET FUEL and any of its associated corporations including this agreement:	
and _____ hereby ratifies any and all such agreements, credit applications and documents pertaining thereto.	
(Name of Corporation)	
_____	_____
Date	Name and Corporate Title