



Guttman Energy/Pacific Pride
Credit Application and Customer Agreement

Form with sections: FIRM ADDRESS, LEGAL STRUCTURE, PERSONAL, REFERENCES. Includes fields for firm name, address, tax ID, legal structure details, personal information, and bank references.

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. Billings shall be issued weekly and payment will be due in full within 10 days of invoice date.

SIGNED:

TITLE:

DATE:

Additional Terms**Supplier: Guttman Energy****PURCHASER:** _____**SIGNED:** _____ **DATE:** _____

1. Time is of the essence of this agreement.
2. Minimum monthly purchases of 400 gallons required.
3. *Purchaser* shall be responsible for all purchases by *Purchaser* or any other persons using *cardlock cards* issued to *Purchaser*, regardless of whether use by any other person is unauthorized or fraudulent.
4. If there is any change in ownership of *Purchaser* or if substantially all of the assets of *Purchaser* are sold, *Purchaser* shall promptly notify *Supplier* of such sale and *Supplier* 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 *Supplier*.
5. *Purchaser* represents that 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, hold harmless and defend *Supplier* from and against any and all liability for loss, damage or expense for which *Supplier* may be held liable by reason of injury (including death) to any person (including *Purchaser's* employees) or damage to any property arising out of or in any manner connected with the use of the *cardlock system* (whether the injury or damage occurs at the *cardlock site* or not), whether or not due in whole or in part to any act, omission, or negligence of *Supplier* or any of their representatives, employees, other *Purchasers* or third parties, whether known or unknown to *Supplier* or *Purchaser*. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by *Purchaser's* employees. It is further expressly agreed that *Purchaser* assumes the fullest extent of all obligations to indemnify and defend Guttman Energy (whether or not such obligations may extend to items beyond those addressed in this Agreement). *Purchaser* and *Supplier* further agree that the Laws of the Commonwealth of Pennsylvania shall apply to the construction and application of the Indemnification and Hold Harmless Agreements set forth above.
6. *Supplier* shall use its best efforts to maintain the *cardlock system* in good working order and condition at its expense, provided, however, *Supplier* 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 it and any person using the *cardlock cards* delivered to *Purchaser* shall promptly notify *Supplier* of any malfunctioning of the *cardlock system* of which *Purchaser* or such person is aware.
7. *Purchaser's* right to purchase fuel through the *cardlock system* may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with *Supplier* and may be terminated upon 30 days notice to either party. Upon termination, *Purchaser* agrees to immediately surrender all *cardlock cards* issued to *Purchaser* and to immediately pay all outstanding sums owing to *Supplier*.
8. In the event of a breach of any of the terms of this agreement or any other agreement between *Purchaser* and *Supplier*, including but expressly not limited to the failure to pay sums owing to *Supplier* when due, then in addition to any other sums due or payable to *Supplier* by *Purchaser*, *Purchaser* agrees to pay the reasonable attorney fees and costs incurred by *Supplier* in the enforcement of *Supplier's* rights even though no suit or action is filed and if suit or action is filed to enforce the rights of *Supplier*, then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.

Please return to:
Guttman Energy
Card Access Division
200 Speers Street
Belle Vernon, PA 15012-1098

Phone: 1-800-245-5955
Fax: 724-483-5226

ACH / Electronic Funds Transfer Agreement

I hereby authorize Guttman Energy, Inc. to initiate credits or debits (and/or corrections to the previous credits or debits) to the institution indicated below. The institution is authorized to credit/debit and/or correct the amounts to my account.

Please attach a voided check for ACH draft processing

Financial Institution (Bank, Savings & Loan, Credit Union):

Name: _____

Address: _____

Type of Account – Circle One

1) Checking

2) Savings

3) Other _____

Bank Routing (ABA) Number: _____

Bank Account Number: _____

Federal Tax ID#: _____

Company Name: _____

Street Address: _____

City: _____

State & Zip Code: _____

Please indicate how you would like to receive draft notifications:

E-mail Address: _____

Fax: _____

Both: _____

Authorized Customer Signature:

Name: _____

Signature: _____

This authority shall remain in effect until terminated upon ten (10) days written notice to the financial institution by either Customer or Guttman Energy, Inc. Notice of termination shall in no way affect entries initiated prior to actual receipt of notice. Electronic Funds Transfer bank returns for insufficient funds or for any other reason will result in a \$75.00 fee per occurrence.

All credit terms and other terms and conditions of trade otherwise established between Customer and Guttman Energy, Inc. remain in effect and are not in any way modified by this agreement.