

THE JERRY BROWN CO., INC.

Business Credit Application

PO Box 41390 Eugene, OR 97404
2690 Prairie Rd. Eugene, OR 97402
Tel (541) 688-8211 Fax (541) 688-8214
www.jbco.com

Product(s) Requested
 Bulk Fuel
 Lubricants
 Cardlock (include c/l application)
 gas diesel

Legal Business Name _____ Phone(_____) _____ Fax(_____) _____

DBA (if applicable) _____ **Type of Business** _____

Address _____ **City** _____ **ST** _____ **Zip** _____

Billing Address (if different) _____ **City** _____ **ST** _____ **Zip** _____

Federal EIN # _____ **E-Mail Address** _____ **Website Address** _____

Accts payable contact _____ **Phone**(_____) _____ **e-mail** _____

Physical Street/Delivery Address

Street _____ **City** _____ **ST** _____ **Zip** _____

County _____ **Within legal city limits** yes no **Phone**(_____) _____

How did you hear about us? _____

Online Account Access: (email address required, contact office for more information) www.jbco.com www.cfnnet.com

Credit Limit Requested \$ _____ **Estimated monthly fuel usage** _____ gallons

Auto Pay (ACH draft - required on limits of \$20,000 or higher - If checked, complete last page)

Form of Organization: Sole Proprietor Partnership Government Non-Profit **Year Business Established** _____

C-Corp S-Corp LLC Other _____ **Year Incorporated/Registered** _____ **State** _____

Full Names and home addresses of owners or other authorized officers, etc., of entity

Name _____ **Address** _____ **City** _____

ST _____ **Zip** _____ **% of Ownership** _____ **Title** _____ **Phone**(_____) _____

Name _____ **Address** _____ **City** _____

ST _____ **Zip** _____ **% of Ownership** _____ **Title** _____ **Phone**(_____) _____

Name _____ **Address** _____ **City** _____

ST _____ **Zip** _____ **% of Ownership** _____ **Title** _____ **Phone**(_____) _____

List additional owners on separate attachment if necessary

Internal Use Only

Date In _____ **Source** (w)____ (m)____ (f)____ (o)____ (sp)____ A D **By** _____

Acct # _____ **Other Acct #** _____ **Terms/Payment/Gallon/Method** _____

Customer Contact _____ **SP emailed** _____ **Final mailed** _____

TRADE REFERENCES - List four MAIN suppliers and BANK

Name _____ City/State _____ Fax(_____) _____

Name _____ City/State _____ Fax(_____) _____

Name _____ City/State _____ Fax(_____) _____

Name _____ City/State _____ Fax(_____) _____

Bank _____ City/State _____ Acct # _____

Bank Contact _____ Phone(_____) _____ Fax(_____) _____

-Applies To Bulk Fuel Delivery Accounts Only-

Do you have underground storage tanks (USTs)? NO YES -if yes complete following & attach DEQ UST permit

UST Facility # _____ Number of USTs _____ UST Capacity (in gallons) _____

Is delivered fuel for boiler use? YES NO

TERMS AND CONDITIONS

APPLICANT(S) AGREE TO THE FOLLOWING TERMS IF CREDIT IS EXTENDED TO US BY THE JERRY BROWN CO., INC. (Company).

1. All information provided along with this application will be used solely for the purpose of extending credit and assigning applicable fuel taxes to Applicant. Additional credit terms will be based on Company credit policy and will be provided at time application is accepted by Company. If payments are not made within terms, Applicant's right to purchase and Applicant's credit with Company may immediately terminate without notice. A finance charge computed at the monthly rate of 1 3/4% (annual percentage rate 21%) (minimum \$1.00) may be assessed on any amount due, after applying payment received, which remains unpaid for 30 days or more after closing. A fee may be assessed for any returned check or draft. Applicant warrants that the information provided with this application is accurate and may be relied upon in making Company's credit decision. Applicant authorizes our bank and suppliers to furnish you any information necessary to complete your evaluation of our application. Applicant agrees to pay all costs of collection, including attorney's fees if an attorney is engaged, whether or not a legal proceeding is filed, and in bankruptcy or otherwise. If a legal proceeding is filed to interpret or enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees in such proceeding or any appeal thereof.

****CFN customers-a service charge of five (5) dollars per card may be assessed for reactivation of CFN cards****

2. Applicant will use a cardlock, if applied for, for agricultural, business, or commercial purposes only, and will not use or allow the use of the cardlock to purchase fuel for personal, family, or household purposes. Applicant acknowledges that a cardlock is not a credit card, and Applicant agrees to be fully liable to Company for all purchases made by use of a cardlock issued to Applicant, whether authorized by Applicant or not. Applicant agrees to indemnify Company for any losses arising from a breach of this provision.

3. Should neither the applicant nor any agent be present at the time of delivery by Company, the Company shall be authorized to send a copy of the invoice showing the date of delivery, and such delivery shall be deemed accepted and subject to this agreement unless applicant shall make known to Company in writing, received by Company within five (5) business days thereafter, of any alleged error in said invoice.

AUTHORIZED SIGNATURE OF APPLICANT'S OWNER OR CORPORATE OFFICER

Legal Business Name _____ DBA _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

PERSONAL GUARANTEE *Copy and attach if additional guarantee(s) are needed*

I, _____, (Guarantor) hereby individually and unconditionally guarantee full payment of all amounts which become due to The Jerry Brown Company, Inc. (Company), and performance of the above terms and conditions, by Applicant. My liability under this Guarantee is continuing, and I guarantee Applicant's performance of all obligations to Company at all times. I hereby waive any notices to which I may otherwise be entitled in connection with this Guarantee and my obligations hereunder. Upon any default by Applicant or myself, I agree that the Company, in its sole discretion, may proceed against me to collect and recover the full amount against me without first proceeding against Applicant. I understand it is my responsibility to keep myself informed about Applicant's financial condition and about all circumstances bearing upon the risk of nonpayment by Applicant which a diligent inquiry would reveal. I also authorize the Company to make whatever credit inquiries that it deems appropriate in connection with this credit application or in the course of review, collection, refinancing or consolidation of any credit extended in connection with this application. I authorize and instruct any person or consumer reporting agency to compile and furnish Company any information that it may request in connection with this application, and agree that any such information shall remain the property of Company whether or not credit is extended. I hereby subordinate in favor of Company any claim, right, or remedy which Guarantor may now or hereafter have or acquire against Applicant or its assets, including claims arising out of this Guarantee. If any payment received by Company and applied against a guaranteed debt is subsequently recovered from or disgorged by Company for any reason, I agree that my obligations under this Guarantee will be reinstated, notwithstanding the earlier full satisfaction of the debt or termination of this Guarantee. I agree to pay all costs of collection, including attorney's fees if an attorney is engaged whether or not an action is commenced. This Guarantee binds my heirs, personal representatives, successors and assigns, although I may not assign my obligations under this Guarantee without the Company's express, written permission.

Individual signature _____ Relation to Applicant _____

Date _____ Social Security Number _____ - _____ - _____