

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 _____ - _____ - _____

CARDLOCK WRITTEN CUSTOMER AGREEMENT

This is a DIESEL ONLY account, therefore the following business/gasoline requirements do not apply since gasoline will not be dispensed - check this box and move on to next page.

In order to comply with Oregon Revised Statutes (ORS 480.310 to 480.385) and Oregon Administrative Rules (OAR 837-020-0025 to 837-020-0125), all Oregon Cardlock/Keylock customers with access to gasoline must meet and agree to the criteria listed below:

BUSINESS INFORMATION

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone (_____) _____

PROOF OF BUSINESS REQUIREMENT

I/we agree to provide verifiable proof of business in the form of a Federal Employee Identification Number (FEIN), or a copy of a document issued by a governmental agency that clearly indicates active participation in the business, government agency, nonprofit organization, or charitable organization.

FEIN: _____

Unless a FEIN is used above to verify business, I/we will provide an updated copy of acceptable business documentation (as checked below) either annually or upon expiration.

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Contractor's License | <input type="checkbox"/> IRS Schedule C | <input type="checkbox"/> IRS Schedule F | <input type="checkbox"/> ODOT Cab Card |
| <input type="checkbox"/> Business Registry (ABN) | <input type="checkbox"/> Real Estate License | <input type="checkbox"/> Landscaper's License | <input type="checkbox"/> Other-contact office for eligibility |

MINIMUM FUEL PURCHASE REQUIREMENT

I/we agree to purchase 900 gallons of Class 1 flammable liquids or diesel fuel from any source annually, or I am exempt from the minimum gallon purchase requirement by checking one of the following below.

- I/we have been a continuous cardlock customer on and since at least June 30, 1991. (Attach supporting GF status documentation)
Name of GF Cardlock Facility _____ Date Opened _____
- I/we engage in farming and claim fuel as a deductible expense. For exemption, you must claim at least \$1 on the "Gasoline, Fuel & Oil" line of the Schedule F to be exempt (please note this form might already be submitted as business documentation).
- We are one of the following (check as appropriate):
- A government agency providing fire, ambulance, or police services under ORS 480.345
 - A people's utility district organized under ORS chapter 261
 - A domestic water supply district organized under ORS chapter 264
 - A mass transit district organized under ORS 267.010 to 267.390
 - A metropolitan service district organized under ORS chapter 268
 - A special road district organized under ORS 371.305 to 371.360
 - A 9-1-1 communications district organized under ORS 403.300 to 403.380
 - A sanitary district organized under ORS 450.005 to 450.245
 - A sanitary, water authority or joint water and sanitary authority organized under ORS 450.600 to 450.989
 - A rural fire protection district organized under ORS chapter 478
 - A water improvement district organized under ORS chapter 552
 - A water control district organized under ORS chapter 553
 - A port organized under ORS chapter 777

BUSINESS USE REQUIREMENT

I/we agree to dispense Class 1 flammable liquids **only** into motor vehicles, or approved containers, that are **owned or used** by this business, government agency, nonprofit organization or charitable organization. I will not dispense fuel for personal use.

FIRE SAFETY TRAINING REQUIREMENT

I have completed the fire safety training as required by the State Fire Marshal, and agree that each individual and employee allowed to dispense Class 1 flammable liquids for my account will receive or has received the fire safety training **before** dispensing any gasoline. This training is located on page 5 of this application and a detailed safety brochure will be supplied with your fuel cards.

SIGNATURE

By signing this agreement, I certify that all information provided is true and correct and I/we understand that my/our account may be cancelled for violations of this agreement or State Fire Marshal cardlock regulations.

Printed Name of Signer _____

Signature _____ Date _____
(must be signed by authorized representative on account)

Under ORS 162.075, falsely certifying that you are qualified to be a non-retail fuel customer or that the above information is true and correct, when it is not, is a Class A Misdemeanor.

CARDLOCK SAFETY TRAINING/OPERATING INSTRUCTIONS

OPERATING INSTRUCTIONS

Every site will have operating instructions posted. These are general operating instructions for your reference as site operation may vary due to types of equipment.

1. Insert card with the magnetic stripe as pictured on the card reader.
2. Enter Driver ID (aka PIN, DID, DIN or Fleet PIN) and press enter key.
3. If applicable, enter 3rd prompt and press enter key.
4. Enter odometer number and press enter key.
5. Enter pump number and press enter key.
6. Insert nozzle in vehicle tank
7. Press start button and place pump lever in start position.
8. Activate nozzle trigger, and remain to the side of the nozzle to avoid being splashed.
9. Remove nozzle from vehicle tank when done fueling.
10. Hang nozzle back on pump.

SAFETY PRECAUTIONS

1. Vehicle motors must be turned off.
2. No Smoking.
3. Nozzle must be attended at all times while dispensing product.
4. Do not top off.
5. Product should only be dispensed into containers meeting uniform fire code only (glass containers are not allowed) and any container 12 gallons or less must be placed on the ground before filling.
6. Notify cardlock office of any unsafe conditions at the numbers posted (1-800-762-8563)

EMERGENCY PROCEDURES

Prior to fueling locate the following:

1. **Emergency shut off switches**- located on fence and/or building near fueling island, either a button or an on/off switch
2. **Fire Extinguishers**-located on island and/or building, may be more than one extinguisher at site. To use, hold upright, pull ring pin, stand back 8 feet from the fire and aim at base of fire and squeeze lever while sweeping side to side.
3. **Location of telephone and emergency phone numbers.** Located on island and/or building near fueling island. For fire and all other emergencies, call 911 as well as the tollfree number for The Jerry Brown Company 1-800-762-8563. All numbers are posted at site and are visible from emergency phone.

CORRECT USE OF AND SAFE OPERATION OF FUEL DISPENSING DEVICES

In case of contact with skin, wash with soap; contact with eyes, flush or 15 minutes; avoid prolonged breathing of vapors.

An additional detailed copy of this safety information will be sent with your cards for your records

By reading this I/we have completed the fire safety training as required by the State Fire Marshal, and agree that each individual/employee allowed to dispense Class 1 flammable liquids for this account will receive or has received the fire safety training **before** dispensing any gasoline and I/we will provide refresher training annually.

SIGNATURE _____ DATE _____

FUEL CARD REQUIREMENT FORM

please make additional copies of this card form or
attach excel spreadsheet printout if necessary

				OPTIONAL SECURITY FEATURES				
				No security features will be applied if left blank				
Card Label/Description	Diesel Tax	Per Fill Limit	Driver ID Number	Fuel Requirements	Fuelman Sites	Days to Fuel	Hours to Fuel	Other Options
<p>You have the option to identify each card with a second label for your convenience. The account name will automatically print on the first line on each card you request. Please leave blank if no second label is desired.</p> <p>NOTE-If card is Oregon State Diesel Tax exempt, please see page 7 for specific label requirements. Please contact the office if you have any labeling questions for cards that are Oregon State Diesel tax Exempt.</p>	<ul style="list-style-type: none"> • ALL TAX-most vehicles-pickup truck, motorhome etc. • NO OREGON STATE TAX (requires specific card label, see page 7 for details)-vehicles paying weight-mile tax with ODOT plate or emblem (also known as PUC diesel), clear (undyed on road diesel) used for off road purposes or government agencies with "E-plate" • NO TAX-off road red dyed diesel only (available at certain sites only) 	<p>Required safety shut-off limit per transaction (max fuel tank size of vehicle or container being filled)</p> <p>**NOT A SECURITY FEATURE**</p>	<p>Choose a 5 digit Driver ID (aka DID/PIN) number for each card listed</p> <ul style="list-style-type: none"> • Something easily known by card user • All cards can have same custom DID • Please avoid random DID's for security purposes • Must not start with a ZERO 	<p>List fuel needed for each card:</p> <ul style="list-style-type: none"> • Diesel only • All Gas (all grades) • All Gas, Diesel & Off Road Red Dyed Diesel • Gas & Diesel • Off Road Red Dyed Diesel only • Diesel & Off Road Red Dyed Diesel • Regular Unleaded only • Premium Unleaded only • Regular Unleaded & Diesel 	<p>Allow access to retail Fuelman sites? Price may be more than CFN sites & security options are not enforced (contact office for more info)</p> <p>YES=CFN and Fuelman sites NO=CFN only</p>	<p>Restrict certain days to fuel per card.</p> <p>No day restriction will be applied if left blank. Examples: Mon-Fri, Tue-Thu, Mon-Sat</p>	<p>Restrict certain hours to fuel per card.</p> <p>Examples: 8am-5pm 6am-noon</p>	<ul style="list-style-type: none"> • Number of transactions allowed per day • Max gallons to be dispensed per day, week or month (contact office for rules) • E-receipts (sent to main email on page 1)
Examples:								
Truck #13/YABC123	No OR State Tax	250	77764	Diesel only	Yes	Mon-Sat	8am-5pm	150 gal/week 3 trans/day
Bob Smith	All Tax	50	28845	Diesel & All Gasoline				
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

CARDLOCK AGREEMENT FOR DISPENSING PETROLEUM PRODUCTS

User understands that the products dispensed are for commercially designated cardholders use only. Resale of products is strictly prohibited. User agrees to abide by any necessary gallonage restrictions that may occur.

User will be held liable by The Jerry Brown Company ("Company") for payment for all products obtained through user's assigned card(s) whether or not such product is obtained by User or anyone else acting with or without User's consent. User will also be held liable for all products obtained by any person who may acquire a card from an "authorized" person, voluntarily or otherwise. The Jerry Brown Company will not attempt to resolve questions of "authority" for the purpose of obtaining product. However, The Jerry Brown Company will assist User in research if Company error is suspected and will relieve User of liability once the suspected error is substantiated. Exception to that stated above shall be made only in the event of a lost or stolen card. User must notify Company immediately when a card or cards is lost or stolen. User shall be liable for any unauthorized charges for 24 hours after User has given official notice. Official notice may be given by telephone call to the Cardlock department and to be followed with a written notice. Written notice shall be considered notice on the date of receipt.

In the event that Company is prevented from or hindered in maintaining fuel supplies due to acts beyond Company's control, the obligation of Company to maintain supplies during such periods of disability or hindrance shall be suspended.

User agrees to the payment terms stipulated by Company in establishing the account, and agrees that FINANCE CHARGES may be assessed on past due balances. Failure to pay the total amount owing when due constitutes default and entitles Company, under applicable state law, to demand immediate payment, suspend credit privileges, and to begin collection proceedings. User agrees to pay all collection cost, including but not limited, to, attorney's fees and court costs at both the trial and appellate levels, as allowable by law. This agreement shall be deemed to have been made in the State of Oregon, and User agrees to submit to the laws and jurisdiction of the courts of the State of Oregon and stipulate to venue in Lane County, Oregon.

User agrees to indemnify, defend and hold The Jerry Brown Company, its agents and employees free and harmless from and against all expense, liability and claims for damage to property (including User property) and injury to/or death of persons (including User, its agents and employees) directly out of/or in any way connected with the use of any Jerry Brown Company Cardlock facility.

The User agrees to accept the terms of this Agreement and further agrees to follow the operating instructions and the safety and emergency procedures. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successor and assigns of The Jerry Brown Company and of User, but no assignment hereby by User shall be made valid without express written consent of The Jerry Brown Company, Inc.

Account holder acknowledges that all authorized users have received fire safety training pursuant to the State of Oregon Rules and Regulations. This safety training is located on page 4 of this application and a detailed brochure is supplied with new cards.

All of User's personnel, or any agents, employed by User, who have occasion to utilize the cardlock pump system shall not leave a pump unattended when in use. In the event product spill occurs, User shall take immediate action to arrest the spill, contain and clean up spilled product, and prevent any potential damage. Such action must include fire prevention and control, containment to prevent damage of water or waterways, and collection of product. User shall immediately notify The Jerry Brown Company of any product spill of 10 gallons or more. The Jerry Brown Company may supervise and direct clean up operations and User's personnel shall cooperate with The Jerry Brown Company personnel or its agents acting on Company's behalf in such activities.

Fuel card(s) cannot be used if it is lost or stolen without the Driver ID (DID/PIN). You and/or your company are responsible for any and/all fraudulent charges incurred up until official notice to invalidate card is received by cardlock department from User. Product restrictions, gallon limits and/or other security features may not be fully enforced at some CFN sites due to attendant interaction and/or site controller limitations. Fleetwide cards may be allowed to purchase non fuel products when used at Fuelman sites. Prices charged at Fuelman sites using your Fleetwide card may be more than the posted retail price. Please contact our office if you would like your card(s) to exclude access to Fuelman sites. All cards not being charged the Oregon State Diesel tax must be labeled in accordance to SB1079. Fuel taxes are charged at time of purchase and cannot be refunded to customer. Red dyed diesel fuel is for off road (not taxable) use only, penalty for on road (taxable) use.

SIGNATURE _____ DATE _____

CERTIFICATION OF OREGON "USE FUEL" TAX EXEMPT STATUS

We hereby request to purchase Use Fuel ("Use Fuel" = Undyed Diesel, Propane, CNG or other fuel that is NOT gasoline) exempt of Oregon Use Fuel Tax as permitted by ORS 319.520 for the following reasons:

Check All That Are Applicable:

- _____ 1) Vehicle displays a valid ODOT Motor Carrier Transportation Division Permit (P.U.C permit) or pass
- _____ 2) Vehicle displays a valid Use Fuel vehicle emblem issued by the ODOT Fuels Tax Group.
- _____ 3) Vehicle displays a United States Government License Plate or is a vehicle owned by a state agency or local government entity and displays a State of Oregon "E-Plate".

Please list all permit (PUC plate number), pass, emblem or E-Plate numbers from 1) 2) and 3) above: *(attach more sheets if necessary)*

- _____ 4) Vehicle is a farm tractor or other agricultural implement only incidentally operated on the highway as defined in ORS 19.520(7).
- _____ 5) Vehicle is used exclusively on privately owned property and is not operated on Oregon highways.

Description of off road equipment or containers being filled: *(attach more sheets if necessary)*

All cards eligible for Oregon Use Fuel Diesel Tax Exemption must be labeled according to SB1079.

All cards must be labeled with the truck number & license plate, truck number & emblem number or "E-plate" number if you select option 1, 2 or 3. The description of the equipment being fueled (tractor, backhoe, lawnmower etc) or container being filled (cans, barrel, transfer tank etc) must be on the card for options 4 or 5. The card must be issued to a specific vehicle, a specific piece of equipment or group of equipment (backhoes, lawnmowers etc) in order to be Oregon Diesel Tax Exempt. The Jerry Brown Company cannot remove the State of Oregon Diesel Tax unless these requirements are met.

STATEMENT OF CERTIFICATION

Seller: The Jerry Brown Company-Federal EIN: 93-0763424

We hereby certify that all Use Fuel purchased ex tax at non retail facilities in Oregon on our account with **The Jerry Brown Company** will only be used for Use Fuel tax-exempt purposes as defined in ORS 319.510 through 319.880.

We further agree that we are responsible for proper reporting and payment of taxes, plus applicable interest at 12% per annum and penalties of up to 35% of unpaid taxes, due the State of Oregon for Use Fuel purchased tax-exempt on this account and used for non exempt purposes.

We further agree that this tax reporting and payment responsibility extends to purchases of Use Fuel made using any additional or replacement non-retail cards issued under this account.

We therefore indemnify and hold harmless **The Jerry Brown Company** and it's subsidiaries and assigns from any and all liability relating to the improper use of tax exempt cards.

Purchaser: _____

Company Name: _____

Address of Purchaser: _____

City: _____ State: _____ Zip: _____

Purchaser's Signature: _____

Printed Name of Purchaser: _____

Title: _____ Date: _____

NOTE: This form is only for customers eligible for exemption from the State Diesel Tax on UNDYED diesel, this does not apply to Off Road Red Dyed Diesel

AUTOMATIC PAYMENT AUTHORIZATION

THE JERRY BROWN CO., INC.
P.O. BOX 41390
EUGENE, OR 97404

JERRY BROWN USE ONLY	
Account #	_____
By:	_____

ACCOUNT NAME _____

PHONE(_____) _____

METHOD OF NOTIFICATION: EMAIL Email address: _____

FAX Fax number: (_____) _____

MAIL Mailing address: _____

City _____ State _____ Zip _____

BANK ACCOUNT INFORMATION

BANK NAME _____

BANK ADDRESS _____

CITY _____ STATE _____ ZIP _____

NAME ON BANK ACCOUNT _____

ROUTING NUMBER _____ ACCOUNT NUMBER _____

ACCOUNT TYPE: CHECKING SAVINGS

I authorize The Jerry Brown Company to automatically draft my account on or after the due dates outlines in the terms and conditions of my account until further written notice from me.

AUTHORIZED SIGNATURE _____ DATE _____
(must be signer on bank account)

PRINTED NAME _____ TITLE _____