

CARTER OIL COMPANY, INC.

CARTER-CARDLOCK, INC.

CARTER TRAVEL CENTER, CARTER FUELS

PO BOX 2506 FLAGSTAFF, AZ 86003

2201 E. Huntington Dr. Flagstaff, AZ 86004

Flagstaff (928) 774-7600 Fax (928) 774-0763

Camp Verde (928) 567-9717 Fax (928) 567-6364



FOR OFFICE USE ONLY	
Approved by	
Date Approved	
Credit Limit	
Account #	
Sales Person	
Branch	

Full Legal Company Name		Telephone # of Purchasing Department
DBA or Trade Name		Purchasing Contact
Billing address	City, State & Zip	Telephone # of Accounts Payable Department
Street Address (if different)	City, State & Zip	Fax # of Payables Department
Delivery Address	City, State & Zip	Payables Contact

COMPLETE THE FOLLOWING

INDICATE ONE: <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (S, C, LLC) circle one	Business Location <input type="checkbox"/> Owned <input type="checkbox"/> Leased	Requesting Credit for: Cardlock Gas Cards _____ Carter Oil Deliveries _____
	How long under present ownership? _____	
	Anticipated monthly purchases\$ _____	
	EIN # _____	
Type of Business	Date Established	No. of Employees

Owner/Partner/Officer	Social Security Number	Title
Spouse's Name	Social Security Number	Home Phone Number
Address	City State	Zip
Owner/Partner/Officer	Social Security Number	Title
Spouse's Name	Social Security Number	Home Phone Number
Address	City State	Zip

CREDIT-PLEASE GIVE ALL PHONE AND FAX NUMBERS- WE DO CHECK CREDIT

Please include most recent company financial statements (audited or reviewed)	E-mail Address
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YOUR PRIMARY BANKING SOURCE

Bank Name	Branch & Representative's Name	Checking Account Number	Loan Account Number
Bank Address	City, State & Zip	Bank Telephone Number	Bank Fax Number

TRADE REFERENCES (FUEL AND OTHER SUPPLIERS YOU CURRENTLY DEAL WITH)

1. Name of Current Fuel Supplier			Telephone Number
Address	City, State & Zip	Account Number	Fax Number
2. Name			Telephone Number
Address	City, State & Zip	Account Number	Fax Number
3. Name			Telephone Number
Address	City, State & Zip	Account Number	Fax Number

COMPANY _____

CREDIT TERMS AND CONDITIONS

1. Carter Oil Company Inc., Carter Oil Company Camp Verde, Hilltop Gasser, Carter Cardlock Inc. (a Pacific Pride Franchisee), Carter Travel Center and Carter 76 Mart are hereinafter referred to as "Carter".
2. The undersigned hereinafter referred to as "Customer", guarantees that all of the information provided on this application and agreement is true and complete. Customer authorizes Carter to investigate Customer's credit history, and further authorizes Carter to furnish Customer's account information to others. Customer agrees to be bound by all terms and conditions of this application and agreement. The obligations under the "Continuing Guaranty" shall not be affected or waived by any time extensions or other indulgences granted Customer by Carter.
3. Credit is extended at the sole discretion of Carter and upon such terms and conditions as Carter may determine from time to time. Credit limits shall not be construed to be a limitation on the liability of the Customer's account or any personal guaranty. Finance charges at the rate of 1.5% (18% APR) will be added to invoices unpaid at the due date.
4. Returned checks will result in a \$20.00 charge to Customer's account. If two or more checks are returned within a one-year period your account may be cancelled. A \$25.00 fee will be assessed to reactivate Customer's account which has been deactivated for non-payment of amounts past due. Customer agrees to pay \$5.00 for replacement of each lost Pacific Pride access card.
5. Standard Payment Terms are:

Fuel purchases / full load - tanker	net 10 days from delivery date
Fuel purchases/ bobtail load or wet hose	net 15 days from delivery date
Oil and Lubricant purchases	net 30 days from delivery date
Card lock purchases	net 15 days from statement date

Payments are made on due date by Electronic Funds Transfer (EFT) from the customer's account.

6. Customer agrees that if Creditor is not paid on time or is not in compliance with all terms Customer will pay for all collection costs and Expenses incurred by Creditor. If Customer's account becomes past due and is referred to a third party for collection or litigation Customer Agrees I/we will pay all collection costs of no less than twenty-five (25%) of the past due balance or \$750.00 whichever is greater. Customer further agrees to pay all costs associated with litigation including reasonable attorney fees and that venue shall be exclusive To Coconino County, Arizona. Customer authorizes Credit and/or its agents to verify the information contained in this agreement.
7. Self-service delivery of products from card locks will be made without obtaining signatures or providing receipts upon delivery. Fuel cards issued to Customer remain the property of Carter, and Customer agrees to return all access cards to Carter upon Carter's request. **Important Notice Made in Compliance with Federal Law:** Consistent with CFR Title, 12 Section 226.12, Customers with ten or more Pacific Pride Access cards agree that the Liability Limitation of Regulation Z will not apply. Customer remains liable for all charges incurred until Carter receives cancellation notice. Customer agrees to notify Carter immediately at (928) 774-7600 or in writing to Carter Oil Company, PO BOX 2506, Flagstaff, AZ 86003. Carter will give Customer a cancellation number that will document that notice was received.
8. Customer represents that it and any person using the cardlock cards delivered to Customer 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. The Customer agrees to indemnify and hold Carter harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuses of the cardlock system by the Customer or any person using the cardlock cards delivered to the Customer hereunder.
9. The undersigned is authorized to bind Customer listed on front of this Agreement to terms of this Agreement. Customer agrees to be bound by all terms and conditions listed herein.

Customer:

Signed: _____ Title: _____

(Signature must be owner, general partner or officer)

Print Name: _____ Date: _____

CONTINUING GUARANTY

CREDIT MAY NOT BE EXTENDED TO CUSTOMER WITHOUT THE EXECUTION OF THIS CONTINUING GUARANTY.

The undersigned ("Guarantors") hereby unconditionally, jointly and severally guarantee (a) Customer's prompt payment and performance of all its obligations to Carter under the terms and conditions set forth above; and (b) agree to pay or reimburse all costs Carter may incur in collecting amounts owed by Customer or in enforcing the Customers agreement with Carter and this Guaranty, including court costs and reasonable attorney's fees, whether or not a lawsuit is commenced. This Guaranty will remain in full force and effect unless and until a written revocation hereof is received and accepted by Carter. Notwithstanding the forgoing, Guarantor's obligations hereunder (a) for Customer's indebtedness existing at the time of revocation will not be affected by such revocation; and (b) will not be affected by time extensions, other indulgences or waivers granted to Customer.

The laws of Arizona will govern this Guaranty, and venue for enforcement hereof will be the state of Arizona, county of Coconino. This is a guaranty of payment, not collection. Guarantors waive (a) all rights to require Carter to proceed against customer; (b) every other remedy available to Carter; (c) all rights under A.R.S. Sections 12-1641, et seq., and 44-142, and Rule 17f of the Arizona Revised Statutes Rules of Civil Procedure; (d) any defense arising from disability or other defense of Customer; and (e) all presentments, demands for performance, and notices or protest or dishonor. **If there is no spousal signature below, each Guarantor represents that he/she is unmarried.**

Guarantor's Signature Printed Name Date

Guarantor's Signature Printed Name Date

Guarantor's Signature Printed Name Date

Guarantor's Signature Printed Name Date

**CARTER OIL, INC. AND CARTER CARDLOCK, INC
AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS (ACH DEBITS)**

COMPANY NAME _____

I (we) hereby authorize CARTER OIL, INC. AND CARTER CARDLOCK, INC. Hereinafter called CARTER, to initiate debit entries and to initiate, if necessary, credit/debit entries and adjustments for any entries in error to my (our) account

() Checking () Savings

account (check one) indicated below at the depository named below, hereinafter called DEPOSITORY, to credit or debit the same to such account.

**DEPOSITORY
NAME** _____

CITY _____ **STATE** _____

ROUTING NUMBER _____ **(ATTACH VOIDED CHECK)**

ACCOUNT NUMBER _____

This authorization is to remain in full force and affect until CARTER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford CARTER and DEPOSITORY a reasonable opportunity to act on it. This authorization shall stay in effect as long as funds are owed and is irrevocable.

NAME _____
(please print)

SIGNED _____ **DATE** _____

NOTE: ALL WRITTEN CREDIT/DEBIT AUTHORIZATIONS SHOULD PROVIDE THAT THE RECEIVED MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

THIS FORM MUST BE COMPLETED TO ATTAIN CREDIT WITH CARTER OIL/CARTER CARDLOCK.

ATTACH VOIDED CHECK HERE