

Card Requirements

Attention Customer:

Please fill in your requirements per card.

Authorized Company Contact _____

Company Name _____

Phone Number _____

Fax Number _____

Email Address _____



A Division of Cosby Oil Company, Inc.

12902 East Park Street
 Santa Fe Springs, CA 90670-4097
 Phone (800) 542-6729 Fax (562) 236-1974

Important: Please note your card will work only at the hours, days and number of transactions specified below. If no restrictions are selected we will limit your card to 3 transactions per day for security reasons.

Drive Name or Vehicle Description	Vehicle Number	Odometer	On-Site Manual Entry	Gallon Limit	Fuel Requirements	Hours to Fuel (optional)	Days to Fuel (optional)	# of Transactions Per Day (optional)
For your information not necessary for processing (optional)	Up to 4 digits	Yes or No	For drivers to input their vehicle or employee # at time of fueling Yes or No	State Gallon Limit Per Transaction	Product and services needed per card. See options below. ☆			
Danny Driver	4567	Yes	Yes	50	02	6AM-6PM <input checked="" type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input checked="" type="checkbox"/> Other _____	3
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
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						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	
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						6AM-6PM <input type="checkbox"/> 5AM-8PM <input type="checkbox"/> 24 Hrs. <input type="checkbox"/> Other _____	Mon-Fri <input type="checkbox"/> Mon-Sat <input type="checkbox"/> All <input type="checkbox"/> Other _____	

☆ PRODUCTS & SERVICES – Select one per card

- 37 ● All fuels (gas diesel & oil) excluding dyed diesel & racing fuel which require separate card
- 02 ● Clear Diesel Fuel Only
- 11 ● Diesel and oils only
- 51 ● Tax exempt dyed diesel
- 04 ● 87 Unleaded Gas Only
- 15 ● 87, 89 & 91 Unleaded Fuels Only
- 60 ● Racing Fuel

For Office Use Only	
Account Number	_____
Account Name	_____
Sales Rep	_____



Credit Application

A Division of Cosby Oil Company, Inc.

12902 East Park Street

Santa Fe Springs, CA 90670-4097

Phone (800) 542-6729 Fax (562) 236-1974

Marketing Representative

PART 1

Legal Company Name _____ Trade Name _____

Contact Name _____ E-mail Address _____

Billing Address _____

Delivery Address _____

Business Telephone (including area code) _____ Fax _____

Type of Business Organization (check one) Sole Proprietorship Partnership Corporation State of _____

Year Established _____ Annual Sales \$ _____ Federal ID # _____ Articles of Corp# _____

PART II

Owner(s) or Partner(s): (Attach additional sheets if necessary)

Name _____ FIRST _____ MIDDLE _____ LAST _____ SOCIAL SECURITY NUMBER _____

Residential Address _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE _____

Name _____ FIRST _____ MIDDLE _____ LAST _____ SOCIAL SECURITY NUMBER _____

Residential Address _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE _____

PART III BANK REFERENCE

Name of Bank _____ Person to Contact _____

_____ STREET _____ CITY _____ STATE _____ ZIP _____

Type of Relationship

Checking Account # _____ Bank Telephone _____

Savings Account # _____ Loan Account # _____

PART IV MAJOR CREDIT REFERENCES (Give only names of those you buy from on open account)

1. Company Name _____ Person to Contact: _____

Phone _____ Fax _____

_____ STREET _____ CITY _____ STATE _____ ZIP _____

2. Company Name _____ Person to Contact _____

Phone _____ Fax _____

_____ STREET _____ CITY _____ STATE _____ ZIP _____

PART V

Please attach current financial statements.

PART VI

Credit Limit Requested Per Month \$ _____

PART VII

(CREDIT TERMS AND CONDITIONS AGREEMENT)

In consideration of the opening of a Fuel Management Systems account of Cosby Oil Company, Inc. (Supplier) and _____ (Company Name), the undersigned agrees to the following in all credit transactions with Cosby Oil Company, unless otherwise agreed to in writing by authorized Company Officers:

- II USER agrees to pay the Fuel Management System fees set forth in this agreement in accordance with the following terms:
 - (a) Payment will be due on demand, and if no demand then net (10) days from date of invoice. Invoices will be issued semi-monthly. A statement showing the current status will be issued monthly. Such statement is not an invoice. Payment by invoice will be made according to the terms and due dates showing on each invoice. All payments are due at our office in Santa Fe Springs, CA.
 - (b) A service charge equal to 1.5% per month (18% annual rate) will be charged again all past due amounts.
 - (c) A service charge of twenty-five dollars (\$35.00) will be charged against all returned checks,
 - (d) USER agrees to pay all attorney's fees or collection charges associated with the collection of its past due account. Any legal proceedings with respect to this account will be at the Whittier, CA., Municipal Court.
- III USER hereby accepts the obligation and responsibility for payment for all fuel registered through the Fuel management Systems account number(s) assigned to USER by SUPPLIER. USER will notify SUPPLIER of any lost card immediately upon determination that a Fuel Management Systems Card has been lost or stolen. Notice may be given orally but MUST be confirmed in writing within 24 hours, by registered or certified mail. USER agrees to pay for all products delivered through the Fuel Management System prior to such written notice.
- IV If a Fuel Management System Card is locked out written application must be made to reinstate a Fuel Management Systems Card or account. SUPPLIER reserves the right to refuse to reinstate past due accounts. NO cancelled account may be reinstated unless all monies owed are paid, including all charges and fees. A \$ 35.00 charge will be made to reinstate any account. USER accepts that there is a \$5. Fleet Fueling Membership Fee charged per billing which includes but is not limited to map books, additional fuel cards, invoice statements, and internet access to account.
- V USER understands that card restrictions (profiles) are not guaranteed.
- VI This agreement may be cancelled upon 24-hour written notice by SUPPLIER or USER. Should USER cancel account, all monies due will be paid within ten (10) days of such cancellation.
- VII USER understands and agrees that his/her right to the Fuel Management Systems account may not be assigned.
- VIII USER accepts any and all liability arising or resulting from the misuse, unauthorized use, loss or theft of any Fuel Management Systems Card resulting in access to the Fueling Systems maintained and operated by Cosby Oil Company and any other CFN Network participant. USER understands that the rights conferred herein allow USER to access and use of products on private premises not open to the general public and is consideration for the duties of the USER under this agreement. User agrees not to write the "PIN" code on the card and to keep separate this "PIN" code from the card.
- IX Customer agrees that any environmental charge levied against Cosby Oil Company or any other CFN Network participant for negligent use by customer of its card or equipment, shall promptly pay these charges.
- X Customer will promptly notify Cosby Oil of any change in residence or mailing address.
- XI At all retail locations, where the same pumps are being used for both retail and card lock sales, the posted per gallon price does not necessarily reflect the actual per gallon card lock price. Prices posted on pump reflect cash or credit card pricing only- not card lock prices.
- XII SUPPLIER reserves the right to charge USERS MasterCard, Visa, American-Express or Discover card on past due accounts.
- XIII Terms of this agreement may be amended by SUPPLIER, as its sole option upon at least one full invoicing period time.

I have read, understood and agree to the Terms and Conditions of the Fuel Management Systems account presented above.

I authorize the references listed in Parts III AND IV to release to Cosby Oil Company information related to applicants accounts. I hereby declare the foregoing information is true and correct; I/we hereby authorize Cosby Oil Company, Inc. to conduct a credit check on both personal and business as applicable. I understand that the information therein will be used in the decision of whether or not to grant credit. I agree to abide by Cosby Oil Company's credit policy if credit is granted.

Please Print Name or Title

Company Name

Guarantor Signature

Date

PART VIII

CONTINUING GUARANTY

For valuable consideration, including the inducement to provide credit to _____ (her in after called "Debtor"), which would otherwise be denied, the undersigned (her in after called "Guarantor") absolutely and unconditionally guarantees and promises to pay to COSBY OIL COMPANY, INC. , a California corporation (her in after called "Company") its affiliates, successors and assigns, or order, in lawful money of the United States any and all indebtedness of Debtor to Company in whatever amount may be owing to Company whether such indebtedness now exists, or is incurred hereafter, whether voluntary or involuntary and however arising, whether absolute or contingent, liquidated or un liquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery on such indebtedness may be or hereafter become barred by any statute of limitations.

This is a continuing guaranty relation to any and all indebtedness, including that arising under successive transactions which shall either continue this indebtedness or from time to time renew it after it has been satisfied. This guaranty shall not apply to any indebtedness created after receipt by Company of written notice of it's revocation as to future transactions, such notice to be sent by Certified Mail, Return Receipt Requested, to Company at : 12902 East Park Street, Santa Fe Springs, California 90670. The termination of this guaranty shall not have any retroactive effect with respect to obligations of Debtor incurred prior to termination.

Guarantor agrees that it is directly and primarily liable to Company, that the obligations hereunder are independent of the obligation of Debtor, and that a separate action or actions may be brought against Guarantor whether action is brought against Debtor or whether Debtor is joined in any such action or actions. Guarantor agrees to pay a reasonable attorney fee and all other costs and expensed which may be incurred by company in the enforcement of this guaranty. This guaranty shall not be abrogated or affected in any manner by any change in the firm or status of the Debtor, whether caused by death, by the admission of any new member or members or by the withdrawal of any member of members, or by any change from any cause whatsoever.

IN WITNESS WHEREOF the undersigned (have, has) executed this guaranty this day of ____, 20__.

WITNESS _____
(Signature)
PRINT: (Name) _____
Title: _____

GUARANTOR: (SIGN) _____
(Signature)
PRINT: (Name) _____
Address: _____
City, State Zip _____
Social Security Number _____

A COPY OF THIS GUARANTY SHALL BE AS VALID AS THE ORIGINAL

Credit Approval _____ **FOR OFFICE USE ONLY** Credit Limit _____
Credit Restrictions _____ Date _____

Fueling Profile

Number of Vehicles to Use the System _____
Expected Monthly Fuel Gallons _____

Number of Drivers to Use the System _____

INVOICE OPTIONS - Please initial choice.

___ **Electronic Invoice** - Semi monthly statement delivered to your email account. No monthly account fees.

Email Address _____

___ **Invoice via U.S. Mail** - Semi monthly statement delivered via post office. Monthly account fees apply.

PAYMENT OPTIONS - Please initial choice.

___ **Easy Pay** - Electronic Funds Transfer (EFT). Terms NET 10 days from invoice date. No additional monthly fee.

Cosby Oil Company, Inc. credit terms are Net 10 from date of invoice on all of our billing programs. Our billing is semi-monthly-invoices are issued twice a month with the first invoice from the 1st to the 15th and the second invoice from the 16th through the end of the month. The first invoice is due on the 25th and the second is due on the 10th.

We process the EFT withdrawals every 10th and 25th of each month. If these dates fall on a Saturday the EFT will be processed on the Friday before Saturday, or if the dates fall on a Sunday then the EFT will be processed for the following Monday.

We send the EFT notices to you via fax, or e-mailed depending on what you requested. We will send these notices no less than one day prior to the withdrawal.

EFT Authorization

We hereby authorize Cosby Oil Company Inc. and each of its successors and assigns to initiate debit entries to my (our) checking account indicated below and the depository named below ("Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile. This EFT agreement is to remain in full force and effect until Cosby Oil Company have received written notification from me (us) in such time and manner as to afford Cosby Oil Company and Depository a reasonable opportunity to act on the notification. This agreement allows Cosby Oil Company to charge debits to this account at frequent intervals for varying amounts.

Depository Bank Name _____ **Bank Account #** _____

Bank / Branch Address # _____ **ABA # / Routing #** _____

Customer Business Name _____ **Contact Name** _____

Customer Name _____ **Soc. Sec# / Federal Tax ID#** _____

Customer Address _____
Address City State Zip

Authorized Signature _____ **Date** _____

YOU MUST ATTACH A VOIDED CHECK TO THIS APPLICATION FOR EFT

To speed up the process **Sign and Fax Application to 562-236-1974**
Or
Mail to Cosby Fuels 12902 Park Street Santa Fe Springs, CA 90670-4097
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