



Mail to:
 PO Box 2706
 Eugene, OR 97402
 Phone: 541-687-0076
 Fax to: 541-343-0552

COMMERCIAL CREDIT APPLICATION & AGREEMENT

Date		Sales Rep		Type of business	
Company Name			Phone # ()		Fax # ()
Billing Address			City		State
Delivery Address (If different than above)			City		State
Accounts Payable Contact Person		Phone # ()		Federal ID #	
EMAIL MONTH END STATEMENT TO:			EMAIL INVOICES TO:		
Owner Name			Title		Spouse's Name
Owner Address			City		State
Own		Buying		Renting	
How Long have you lived here?			Have you ever filed bankruptcy?		Yes No
If yes, When?			What State?		
Home Phone # ()		Mobile Phone # ()		Social Security #	
Date of Birth		Previous Address (If less than 5 years)		City	
State		Zip		How Long?	
Name and Address of nearest relative not living with you:			Relationship:		Telephone: ()
REFERENCES (USE ESTABLISHED CREDIT ONLY, PREFERABLY LOCAL)					
Trade Reference			Account #		Phone # ()
Trade Reference			Account #		Phone # ()
Current Petroleum Supplier			Account #		Phone # ()
Bank Name, Branch			Account #		Phone # ()
Product(s) / Service(s) applying for: <input type="checkbox"/> Fuel <input type="checkbox"/> Lubricants <input type="checkbox"/> Cardlock <input type="checkbox"/> Heating Oil <input type="checkbox"/> Other Estimated Monthly Purchases \$					
(If Cardlock, please fill out; Non-Retail Cardlock agreement, Fire safety training safe fueling guidelines, and any applicable exemptions)					
Do you have underground storage tank(s)? YES NO If yes, please attach Certificate to Operate					
AGREEMENT & PERSONAL GUARANTEE					
<p>The foregoing statements are being provided for the purpose of obtaining credit. I certify, both individually and as the authorized representative of the Applicant, that Tyree. may undertake a credit investigation of the Applicant and Guarantor(s). IF THE APPLICANT IS A CORPORATION OR LIMITED LIABILITY COMPANY, THE UNDERSIGNED HEREBY PERSONALLY GUARANTEES PAYMENT OF THIS ACCOUNT, TOGETHER WITH ALL OTHER INDEBTEDNESS THE COMPANY NOW OWES OR HEREAFTER BECOMES OBLIGATED TO PAY TO Tyree., AND WAIVES ALL DEFENSES RELATIVE TO PRESENTMENT, DEMAND AND MODIFICATION OF PAYMENT TERMS. All delinquent balances shall accrue interest at the rate of 18% per annum from the date due. A \$25.00 handling fee shall be assessed for any NSF, dishonored, or canceled check. Applicant hereby grants Tyree. a security interest in all products and equipment Applicant purchases from Tyree., together with all proceeds, products and replacements relating to such products and equipment, to secure payment of all amounts due from Applicant to Tyree. A copy of this Agreement may be filed as a financing statement wherein Applicant is the debtor and Tyree. is the secured party. Applicant shall pay all costs, commissions, expenses and attorney fees incurred by Tyree. relating to the collection of any amount due, including all attorney fees and costs incurred by Tyree. in any suit, arbitration, mediation, bankruptcy proceeding, and post-judgment proceeding. All matters involving the construction, validity, performance, or enforcement of this Agreement shall be governed by the laws of the state of Oregon. Applicant and Guarantor(s) consent to the personal jurisdiction of the courts of the state of Oregon and agree that at Tyree.'s sole option, jurisdiction and venue for any dispute, suit or action arising under or relating to this Agreement shall be in Lane County, State of Oregon.</p>					

Tyree. and Customer agree that facsimile signatures are equivalent to an original signature and are binding to all parties.

APPLICANT / GUARANTOR SIGNATURE

DATE

PRINTED NAME



Mail to:
PO Box 2706
Eugene, OR 97402
Phone: 541-687-0076
Fax to: 541-343-0552

COMMERCIAL CARDLOCK APPLICATION & AGREEMENT

Business Name:
Address:
City, State, Zip Code:
Phone:

The following is required under ORS 480.345

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

FEIN

- Unexpired Business License
Current Federal Income Tax Schedule C or F
Equivalent Documentation
(subject to approval)

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 since at least June 30, 1991. (Supporting evidence required)
I/we engage in farming and claim fuel as a deductible expense and will annually provide a federal schedule F showing on the appropriate line the amount of fuel expenses being deducted.
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.

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.

Typed or Printed Name:

Signature: Date:

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.



COMMERCIAL CARDLOCK APPLICATION & AGREEMENT

Mail to: PO Box 2706 Eugene, OR 97402 Phone: 541-687-0076 Fax to: 541-343-0552

DO YOU CURRENTLY HAVE CARDLOCK CARDS? YES or NO (please circle one) IF YES, PACIFIC PRIDE or CFN (please circle one) FRANCHISE NAME? _____

Additional terms for cardlock use:

- 1. This access card is used to initiate Pacific Pride/ CFN transactions. This access card is not a credit card.
2. Customer shall be responsible for payment to Tyree Oil, Inc. for all purchases made using the cardlock cards delivered to Customer, regardless of whether use is unauthorized or fraudulent.
3. Customer represents that it and any person using the cardlock, will first receive training to make each user fully understand 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.
4. Tyree Oil, Inc. shall use its best efforts to maintain the cardlock system in good working order and condition, at its expense, provided however Tyree Oil, Inc. 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.
5. Customer'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 Tyree Oil, Inc.
6. Customer agrees that by signing, it will not hold Tyree Oil, Inc. responsible for any form of breach of contract with any other distributor.

DIESEL USE: For diesel tax purposes, how should your diesel purchases be reported? (Select appropriate box)
Off-road vehicles (no tax charged).
We charge you both State and Federal Taxes (we file reports for you).
We charge you Federal tax only (for PUC vehicles). MUST PROVIDE WEIGHT/MILE CERTIFICATE - PLEASE SEE ATTACHED EXEMPTION SHEETS

For protection against fraud and misuse, each card will be loaded with the following daily restrictions:

- 40 gallons per fill
300 gallons per day
3 fills per day

You can change the default settings for each card and add additional restrictions below. Please complete the following for each card.

Table with 9 columns: Name on Card, PP/CFN or Both, Product Available, Gallons Per Fill, Gallons Per Day, Fills Per Day, Days of Week Restrictions, Location Restrictions, 5 Digit PIN

Tyree Oil will not make any changes or exceptions to an account unless the correct account password is provided. Please share your account password with every authorized Cardlock user.

(IF FURTHER CARDS NEEDED, PLEASE ATTACH SEPARATE PAGE)

By signing this agreement, I certify that all information provided and agreed to is true and correct. Tyree Oil, Inc. and customer agree that facsimile signatures are equivalent to an original signature and are binding to all parties. NOTE: Falsely certifying that you are qualified as a non-retail fuel customer or that the above information is true and correct, when it is not, can lead to criminal prosecution under ORS 162.075.

SIGNATURE: _____ PRINT NAME: _____

DATE: _____ TITLE: _____



AUTOMATIC DEBIT AUTHORIZATION FORM

Mail to:
PO Box 2706
Eugene, OR 97402
Phone: 541-687-0076
Fax to: 541-343-0552

Automatic payments will be pulled for the invoiced amount, on the invoice due date, from your financial institution. To set up EFT payments, please complete the below information.

I authorize Tyree. to initiate debit entries to my financial institution named below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of US law.

Name:	Tyree Acct. #:
Financial Institution:	Branch location:
Routing #:	Account #:

This authorization is to remain in effect until Tyree. has received **written notification** from me, of its termination in such time and in such manner as to afford Tyree. and my financial institution a reasonable opportunity to act on it.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

PLEASE RETURN TO: ar@tyreeoil.com OR FAX: 541-343-0552



FIRE SAFETY TRAINING SAFE FUELING GUIDELINES



Please Keep For Your Reference

The following are guidelines you **MUST** follow when using a cardlock facility.



NO SMOKING



- Smoking is not permitted. Doing so could result in a serious fire and/or injury.

FIRE EXTINGUISHER LOCATION & USE

Location and instructions for use must be conspicuously posted.

TO USE:

- Hold the extinguisher upright
- Pull ring pin
- Stand back 8 feet from the fire
- Aim at base of fire and squeeze lever
- Sweep side to side



IDENTIFY EMERGENCY EQUIPMENT

Emergency equipment has been installed at this site. Signs have been posted to help you identify it.

BEFORE fueling, please note the location of the following emergency equipment.

- FIRE EXTINGUISHERS.
- A RED EMERGENCY STOP BUTTON is on the card reader station panel. This will shut down the fuel pumps.
- AN EMERGENCY SHUT OFF SWITCH. This allows you to shut down the entire system from a location other than the fueling island. It is clearly identified with a sign. If a fire starts use the EFSO.
- A TELEPHONE or a fire alarm transmitting device.

THE SITE OPERATOR'S telephone number is posted at the site. If you need assistance or need to report a spill or problem, call this number.

CONTAINERS

Only approved containers may be filled.

Approved containers must be:

- CLEARLY MARKED with the name of the liquid. (NFPA No. 30A, Sec. 9.2.3.2).
- Constructed of metal or approved plastic, have a tight closure, and be fitted with a spout or be so designed that the contents can be poured without spilling. (OFC 3404.3 –NFPA 30 4.2).

- A metal or *plastic safety that holds 5 gallons or less (NFPA 30 table 6.2.3).
 - * An approved plastic container is one that has been tested and listed to be in compliance with the requirements of ASTM F 852 or F 976, ANSI/UL 1313, or 49 CFR.
- A metal drum, meeting DOT specifications that holds 60 gallons or less (NFPA 30, Sec 4.2.3).

Procedures for fueling portable containers:

- Portable containers up to 12 gallons **must** be placed on the ground before filling. **DO NOT FILL PORTABLE CONTAINERS WHILE THEY ARE IN A TRUNK, A BOAT, OR BED OF A PICKUP!** (NFPA No. 30A, Sec. 9.2.3.3)
- Do not use latch open devices when filling portable containers.

OTHER PRECAUTIONS

- STOP YOUR ENGINE and put your vehicle in PARK or set your emergency brake. You **MUST STOP** your engine before fueling. Discharge static electricity before touching the nozzle.
- You must remain outside your vehicle and must attend the nozzle and be in full view of the nozzle while refueling.

HOW TO BEGIN FUELING

- Insert access card into the card reader and remove it. Directions will appear on the screen of the card reader.
 - Enter your security number. Press ENTER.
- (On a two card system, you will now enter the vehicle card using the same process).
- Enter your 5 digit odometer number or any other number. Press ENTER.
 - Activate the pump by entering the pump number. Press ENTER.
 - Lift the nozzle from the pump and insert the nozzle deeply into the fuel tank.
 - Activate the pump by lifting the lever on the side of the pump.
 - Pull the trigger on the nozzle and begin to dispense fuel.

The optimum nozzle setting for speed of delivery is between ½ and ¾ open. Faster delivery may result in a spill.

If the nozzle is activated too quickly, a leak detector will automatically slow pumping to a trickle. If this happens, release the trigger on the nozzle and wait 10 seconds. Pull trigger back on and pumping should be normal.

FUELING COMPLETED

- The nozzle should click off when the tank is full.
- Shut the pump off by moving the lever on the pump down.
- Return the nozzle to its hanger.

IN CASE OF FIRE, SPILL OR RELEASE

1. USE EMERGENCY PUMP SHUTOFF
2. CALL 911 TO REPORT THE ACCIDENT, or press the fire alarm if no phone is available.

IN CASE OF SPILL OR RELEASE: CALL THE OPERATOR EMERGENCY NUMBER.

WARNING: Driving away with the nozzle still in your vehicle can result in fire or spill, which could lead to extreme damage and serious injury.

If you drive off with the nozzle in the vehicle, follow the procedures below:

1. STOP VEHICLE.
2. TURN PUMP OFF.
3. PUT HOSE BACK ON PUMP IF POSSIBLE.
4. REPORT INCIDENT USING EMERGENCY NUMBER POSTED AT SITE.

Advise of:

- Your Location
- Pump Number
- Date and Time
- Your Name and Telephone Number

If other assistance is needed call the emergency number and report the problem.

CAUTION! HAZARDOUS MATERIALS

ALL FUELS ARE HAZARDOUS. Read the following warning statements.

DANGERS OF GASOLINE

- Gasoline is extremely flammable.
- Harmful or fatal if *swallowed*.
- May be harmful if *inhaled or absorbed through the skin*.
- May cause *irritation*.
- Long term exposure to *vapors* has caused *cancer* in laboratory animals.
- Keep away from heat, sparks, and flame.
- Avoid breathing *vapor*.
- Use only in well *ventilated* locations.
- Avoid contact with *eyes* and prolonged contact with *skin*. Wash thoroughly after handling.
- Keep container closed.
- FOR USE AS MOTOR FUEL ONLY.

DANGERS OF DIESEL

- Diesel is *combustible*.
- May cause irritation to *eyes*.
- Avoid contact with *eyes*.
- Middle distillates (including diesel) have caused *skin cancer* and *kidney damage* in laboratory animals.
- Keep away from *heat and flame*.
- Use only in well *ventilated* locations.
- Avoid prolonged or repeated contact with *skin*. Wash thoroughly after handling.
- Keep head away from container when opening or dispensing.

FIRST AID PROCEDURES

It is important that you follow these emergency and first aid procedures if you come into contact with gasoline and diesel fuel.

EYES: Flush with water for 15 minutes.

SKIN: Wash exposed areas with soap and water.

INGESTION: DO NOT induce vomiting. May cause chemical pneumonitis. Call doctor.

INHALATION: Should symptoms noted under physiological effects occur, remove to fresh air. If not breathing, apply artificial respiration.

OTHER INSTRUCTIONS: Remove gasoline or diesel soaked clothing.

PHYSIOLOGICAL EFFECTS

Acute Effects - Severe With Short Duration

Gasoline AND Diesel:

- Causes slight to moderate *eye* irritation.
- Moderately irritating to the *skin*; causes redness, edema, or drying of the skin.

Gasoline:

- May cause dizziness; irritation of eyes, nose and throat; vomiting; and bluish color of the skin.
- To the *central nervous system*, may cause contracted pupils, loss of reflexes, convulsions, seizures, sudden loss of consciousness, coma, and sudden death.
- Other symptoms are: Headaches, mental confusion and depression, flushing of the face, loss of appetite, nausea, slurred speech, and difficulty in swallowing.

Diesel:

- Inhaling high concentrations of diesel vapors may cause drowsiness or unconsciousness (narcosis).

Chronic Effects - Severe With Long Duration

Recent studies with laboratory animals have shown that diesel and gasoline vapors cause kidney cancer in mice.

IMPORTANT NOTICE

This FIRE SAFETY TRAINING BROCHURE meets all requirements of Oregon Administrative Rules, Chapter 837, Division 20 and the Flammable Liquids Dispensing Regulations, ORS 480.345.

Please read and provide this information to all employees who are authorized to dispense fuel prior to dispensing. This brochure contains important information for those who operate nonretail fuel dispensing equipment.

The ability to purchase tax-exempt fuel does not relieve you of reporting usage and paying any tax liability

OREGON EXEMPTION CERTIFICATE

We hereby request to purchase Use Fuel exempt of the Oregon Use Fuel Tax as permitted by ORS 319.520 for the following reason(s):

- 1 _____ Vehicles listed have been issued a valid ODOT Motor Carrier permit or pass (weight receipt) and are subject to weight mile taxes. List file number below.
- 2 _____ Vehicles listed have been issued a valid Use Fuel User emblem by the ODOT Fuels Tax Group (this includes special districts and school districts). List user license number below.
- 3 _____ Vehicles listed are registered to a US government agency, Oregon state agency, Oregon county or city, and displays a valid Oregon "E" plate
- 4 _____ Vehicles/equipment listed are farm tractors or other agricultural implements only incidentally operated on the highway as defined in ORS 319.520
- 5 _____ Vehicles/equipment listed are unlicensed and/or used exclusively on privately owned property (not operated on highways).

The customer will attach a list of vehicles/equipment/containers for which cards are requested, and the seller will indicate the corresponding card issued for each vehicle and tax status.

STATEMENT OF CERTIFICATION:

We hereby certify that all Use Fuel purchased ex-tax using a cardlock card as defined in ORS 319.520 on our account with the seller listed below will only be used for Use Fuel tax-exempt purposes as allowed under ORS 319.510 through 319.880

We further agree that we are responsible for proper reporting and payment of taxes plus applicable interest 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 tax reporting and payment responsibility extends to purchases of use fuel made using any additional or replacement cardlock cards issued under this account.

We therefore indemnify and hold harmless the card issuer (seller) and its subsidiaries and assigns from any and all liability relating to the improper use of tax-exempt cards.

SELLER: _____

CUSTOMER: _____

ACCOUNT NUMBER: _____

ADDRESS: _____

CITY: _____

STATE/ZIP CODE: _____

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

MCTD FILE NUMBER IF BOX '1' CHECKED ABOVE: _____

USER LICENSE NUMBER IF BOX '2' CHECKED ABOVE: _____

This form is valid when accompanied by a completed vehicle and card listing.

