

**Truck 'N Travel**

P.O. Box 7608  
 Eugene, OR 97401  
 (541) 485-2137  
 (800) 718-5519  
 (541) 484-4953 Fax

# TravelCard

**Commercial Fueling**

a division of Truck 'N Travel



Credit Application  
 Referred by:

www.truckntravel.com

We hereby apply for the extension of credit by your firm. The following information is submitted as a basis for your consideration. • Please complete all sections to expedite processing.

**Business Information**

Business Name				Federal ID Number	
Billing Address		City	State	Zip	Phone Number ( )
Street Address		City	State	Zip	Fax Number ( )
Type of business:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Corporation <i>Please complete additional form.</i>
Established in:		Nature of business:			Cell Phone Number ( )
Parent Company Name		The applicant is:			Pager Number ( )
		<input type="checkbox"/> Division <input type="checkbox"/> Branch <input type="checkbox"/> Subsidiary of Parent Corporation			Account Contact e-mail address
Billing Address		City	State	Zip	Card Maintenance e-mail address
Phone Number ( )		Fax Number ( )			Billing e-mail address
Leased Operator <input type="checkbox"/> No <input type="checkbox"/> If yes, to whom:		Phone Number ( )			e-mail address

**About your business**

Please estimate your total gallons of fuel purchased each month:	Number of Trucks/vehicles:	Number of Cars/Other:	
Person responsible for paying invoices:	Title		Phone Number ( )

**Products & Services for which credit is available**

<i>These services available at Truck 'N Travel only.</i>							Do you require a Purchase Order (PO) for the services selected? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> CFN Cardlock Account	<input type="checkbox"/> Fuel	<input type="checkbox"/> Scales	<input type="checkbox"/> Truck Maintenance	<input type="checkbox"/> Truck Parts	<input type="checkbox"/> Emergency Road Service	<input type="checkbox"/> Shell Foodmart Purchases	
	<input type="checkbox"/> Propane	<input type="checkbox"/> Tires	<input type="checkbox"/> Truck accessories/electronics	<input type="checkbox"/> Oil & Lubricants	<input type="checkbox"/> Travel Store purchases	<input type="checkbox"/> Country Pride Restaurant	

**Owner/Officer/Partner Information**

Full Name	Title	Social Security Number	- -	Date of Birth	/ /
Home Address	City	State	Zip	Home Phone Number	( )
Full Name	Title	Social Security Number	- -	Date of Birth	/ /
Home Address	City	State	Zip	Home Phone Number	( )
Full Name	Title	Social Security Number	- -	Date of Birth	/ /
Home Address	City	State	Zip	Home Phone Number	( )

**Bank References**

Bank Name				Contact Person:
Address	City	State	Zip	Branch
Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Account Number			Phone Number ( )
Bank Name	Branch			Contact Person:
Address	City	State	Zip	Branch
Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Account Number			Phone Number

**Trade References: (Fuel, tires and/or other businesses you have credit with)**

Name	Address	Account Number	Phone Number ( )
Name	Address	Account Number	Phone Number ( )
Name	Address	Account Number	Phone Number ( )
Name	Address	Account Number	Phone Number ( )

• Reverse side must be completed •

# Credit Agreement - Please read & sign below

## General Terms & Agreement

**Payment Terms:** Billing is generally semi-monthly; purchases from the 1st through the 15th being due before the end of the month, and purchases from the 16th through the end of the month being due before the 15th of the following month. Extensions of credit may be made from time to time solely at the discretion of Truck 'N Travel, hereafter referred to as TNT. More frequent billing terms may be negotiated. All unpaid balances may be subject to **SERVICE CHARGES** equivalent to the lesser of 1.5% monthly (18% APR) or the legal maximum, and accounts incurring such charges shall be reviewed for termination of credit privileges. A minimum service charge of \$.50 may be assessed.

**Financial Information:** You agree to provide TNT with financial information upon request, and as requested, as a condition of continued credit. You agree further to provide written assurance of solvency at our request.

**Default:** Failure to pay the amount owing when due constitutes default and entitles TNT, under applicable state law, to demand immediate payment, suspend credit privileges, and to begin collection proceedings. You agree to pay our collection costs, 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 Eugene, Oregon, and you agree to submit to the laws and jurisdiction of the courts of the State of Oregon and stipulate to venue in Lane County, Oregon.

## Cardlock Agreement

By signing the Application for a Truck 'N Travel Credit Account, you agree with Truck 'N Travel (TNT), 32910 East Pearl Street, Coburg, Oregon, 97408, to be bound by all terms of this Agreement in the use of the card key(s) issued as a result of this Application. The words "you" and "your" mean the applicant company, person, or persons named on the account. The words "we" and "us" refer to Truck 'N Travel.

**NOW THEREFORE: FOR VALUABLE CONSIDERATION, THE PARTIES HERETO, EACH WITH THE OTHER AGREE:**

**Commercial Use:** Your cardlock account is for commercial use only, and you promise that the card key(s) issued under the account will not be used for personal purposes. In order to comply with Senate Bill 1215, ORS 480.310 to 480.385 and OAR 837-20-025 to 837-20-125, you certify that this cardlock account meets the following Commercial Use conditions:

- A. The business purchases 900 gallons or more of fuel (gasoline & diesel combined) from any source during a 12 month period.
- B. The gasoline will be dispensed only into vehicles or containers (owned or used) by the company or firm named at the top of the reverse page. **Initial:** \_\_\_\_\_
- C. Any person, including employees, allowed to dispense gasoline for this account will have received the safety training requirements set forth by the Office of the Oregon State Fire Marshal.
- D. Provide Federal Identification Number or copies of equivalent documentation such as: a business license, contractors license, federal tax Schedule C or F, or other current documentation issued by a government agency.

**Authorized/Use Liability:** You will be held liable by TNT for payment for all products obtained through your assigned card key(s) whether or not such product is obtained by you or anyone else acting with or without your consent. You will be held liable for payment for all products obtained on your account through your assigned card key(s); including deliveries to an alleged "unauthorized" person or to an authorized person in quantities in excess of his authority. You will also be held liable for all products obtained by any person who may acquire a card key from an "unauthorized" person, voluntarily or otherwise. We will not attempt to resolve questions of "authority" for the purpose of obtaining product. However, we will assist you in research if our error is suspected and will relieve you of liability once the suspected error is substantiated. **Initial:** \_\_\_\_\_

**Product Spillage:** All of your personnel, or any agents employed by you, who have occasion to utilize the cardlock pump system shall not leave a pump unattended. In the event product spill occurs, you 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 the damage of water or waterways, and collection of product. You shall immediately notify us of any product spill of 10 gallons or more. We may supervise and direct clean-up operations and your personnel shall cooperate with our personnel or our agents acting on our behalf in such activities.

**Supply Suspension:** In the event that we are prevented from or hindered in maintaining fuel supplies due to fire, riot, labor disturbances, earthquakes, wars, acts of any government, accidental total or partial failure of transportation or delivery facilities or supplies, shortage of any said products due to a shortage in the available supply of crude oil or natural gas, or any cause beyond our control, whether similar to the foregoing causes or not, the obligation of us to maintain supplies during such periods of disability or hindrance shall be suspended.

**Indemnity:** You agree to indemnify, defend and hold TNT, our agents and employees free and harmless from and against all expense, liability and claims for damage to property (including your property) and injury to or death of persons (including you, your agents and employees) directly out of or in any way connected with the use of any TNT facility.

**Binding:** This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of TNT and you, but no assignment hereof by you shall be made valid without express written consent of Truck 'N Travel.

## Authorization

The applicant herein represents that statements made in this application are true and correct, and hereby authorizes Truck 'N Travel (TNT) and/or its agents to conduct business/consumer credit inquiries as necessary through bank, trade, and personal references and reporting agencies for the establishment and maintenance of a TNT credit account. Authorization is hereby granted to all creditors of the applicant to provide information to TNT regarding their credit experiences, and if TNT establishes a credit account, authorization is further granted for the sharing of their credit experiences with other creditors who may also inquire from time to time.

By signing below, the undersigned states that he/she is a duly authorized (corporate officer, partner, owner, etc.) of the applicant company and that he/she has read and agrees to the terms and conditions (listed above) which is part of this credit application.

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## Personal Guarantee

For value received, and for the purpose of enabling the applicant to obtain credit or other financial accommodations from TNT, the undersigned does hereby agree to personally guarantee the full, prompt and unconditional payment to TNT at the office of TNT at 32910 East Pearl St., Coburg, Oregon, 97408, when due, of every claim of TNT which may hereafter arise in favor of TNT against applicant. This is a continuing guarantee and shall remain in force until revoked by the undersigned by notice in writing to TNT, but such revocation shall be effective only as to claims of TNT which arise out of transactions entered into after receipt of such notice. This obligation shall not be affected by any surrender or release by TNT of any other security held by it for any claim hereby guaranteed. Upon any default of applicant in the payment of the indebtedness secured hereby, Guarantor agrees to pay TNT, without notice or demand, the entire amount of the indebtedness to the full extent of this Guarantee, including all losses, costs, attorney fees or expenses, without any obligation on the part of TNT to endeavor to collect any such indebtedness from or to proceed against applicant. Guarantor consents to any extension of time for payment, change in the form of the debt or the terms thereof or in the rate of interest. The validity of this Guarantee shall not be impaired by the dissolution, change of status of personnel on the part of the applicant, nor by any act, omission, extension, forbearance, indulgence, or any other like transaction of any kind whatsoever, and no such act or omission shall be construed in any way to impair the obligations of the Guarantor. Guarantor waives any right to require TNT to proceed against the applicant, waives any other condition precedent to any liability on this Guarantee, and waives all presentments, demands for performance, notices of non-performance, protest, and notices of acceptance of this Guarantee. Guarantor waives all claims against the applicant, including subrogation rights, and Guarantor consents and agrees that the bankruptcy of one or more of the applicants shall not relieve Guarantor of any obligations assumed hereunder. All parties acknowledge TNT would not have entered into this credit agreement and advanced the credit evidenced hereby but for Guarantor's personal guarantee. This Guarantee is independent of the obligations of the applicant, and separate litigation may be brought and prosecuted against Guarantor, whether applicant is joined in any such litigation. In the event litigation is instituted against the Guarantor on account of, in connection with, or based upon this Guarantee, Guarantor agrees to pay, in addition to costs and disbursements, such sum as a court may adjudge reasonable as attorney fees in any such litigation and upon any appeal therefrom. This Guarantee shall inure to the benefit of TNT, its successors and assigns.

**Individual Guarantor #1**  
Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ SS# \_\_\_\_-\_\_\_\_-\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Individual Guarantor #2**  
Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ SS# \_\_\_\_-\_\_\_\_-\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## For office use only

Billing Cycle		New page each card		Daily Fax		Dept/Card Statement	
PUC Taxable		Product Summary		Misc Pump entry		Restricted Buying	
Domestic		Custom Vehicle ID		Vehicle Statement			
Remote		Card Label		Dept/Veh Statement			