



SALES PERSON: _____

[Commercial]

**GATE FUEL SERVICE, INC.
CREDIT APPLICATION AND AGREEMENT**

Application Date _____

Legal Name of Company _____

dba Name: _____

Corporation () LLC () State of Incorporation ____ Individual () Partnership () Date Business Began _____

Officers or Partners of the Company:

President _____ Vice President _____

Secretary _____ Treasurer _____

Corporate Headquarters Address _____

P.O. Box _____ Physical Street Address _____

(REQUIRED FIELD)

City, State, Zip _____ County _____

Phone _____ Fax _____

Accounts Payable Contact _____ Email _____

INVOICES ARE EMAILED ONLY

(FYI: Invoices are sent as a 'PDF' attachment, one invoice, per email.)

PO Required Y/N __ If Yes, Blanket Y/N __ Contact Name _____ Phone/Email _____

(If YOU answered 'Y', these are REQUIRED Fields)

Nature of Business _____ Projected Monthly Usage [Gallons] _____

Sales Tax # _____ Sales Tax Exempt? ____ Yes ____ No

Federal ID # _____ Storage Tank Registration Facility # _____

(REQUIRED FIELD)

Driver's Lic # of person signing company check _____

Owner's Name _____ SSN _____

Home Address _____

City, State, Zip _____

Property Owned? ____ Leased? ____

If Leased, Owner of Property's Legal Name _____

Property Owner's Address _____

Property Owner's Phone _____

List two major material suppliers and addresses that you currently use:

Firm _____ Email _____

Address _____ Account # _____

Firm _____ Email _____

Address _____ Account # _____

Principal Business Bank _____ Phone _____

Address _____

Contact _____ Routing # _____ Account # _____

Credit Agreement:

In consideration of the extension of credit by Gate Fuel Service, Inc., Customer agrees to the following terms which govern all sales to Customer and Customer specifically agrees these terms supersede any contrary or conflicting terms contained in any Customer purchase order or other oral or written request to purchase.

Customer shall pay the fuel price invoice **Net 15 days** and all applicable State and local taxes.

In the event any amount becomes past due, customer agrees to pay seller handling charges and 18% per annum interest on the unpaid balance, or the highest possible rate allowed by law. This rate of interest shall apply to any Judgment obtained against the customer in the event of default in payment. In the event of such default in payment, customer agrees to pay all costs of collection, including but not limited to, a reasonable attorney fee whether suit be brought or not, when incurred for consultation, litigation, post-Judgment collection procedures (discovery, garnishment, levy, contempt proceedings and Proceedings Supplementary) and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees. Venue for any collection litigation will be in Duval County, Florida. **CUSTOMER HEREBY WAIVES TRIAL BY JURY.**

Customer is solely responsible for compliance with all laws, rules, regulations and orders relative to the receiving, storing, pricing, selling and distributing fuel products is also solely responsible for the proper disposal of all waste materials. Customer represents that fuel systems and storage tanks are currently, and will be maintained, in compliance with all Federal, state, and local environmental laws and regulations.

Customer authorizes Gate Fuel Service, Inc. to seek its credit information. The signature below is by an authorized officer or representative of customer and verifies that all information in this application is correct and indicates agreement with the terms and conditions set forth above. Customer acknowledges that it is an ordinary and customary record-keeping business practice of seller to scan or otherwise convert its Agreements into digital form for the purpose of electronic storage and that the original may be destroyed. Customer agrees that any subsequent reproduction of the electronically stored version of this Agreement that may later be produced in the ordinary course of record-keeping procedure shall have the same force and effect of the destroyed original for all purposes, including admissibility into evidence in all jurisdictions, courts, and tribunals. This Agreement may be executed by Customer by facsimile, email, or other electronic signature, which shall constitute an original for all purposes. The terms of this Agreement and the Security Agreement shall be governed by the laws of the State of Florida and customer submits to the jurisdiction of the Courts of Duval County, Florida.

Witness _____ Customer _____

by its _____

Print Name _____

(Officer or Partner, Please Sign Here)

Print Name _____

The undersigned individual who is either a principal of the credit applicant or a sole proprietor (customer), recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named seller now and at any future time.

(Please sign here)

Approved _____ Declined _____

Today's Date _____

Terms _____

Credit Limit _____