

Account Application



A Northwest Distributor

95 Panel Way, Longview, WA 98632
(800) 438-9656
credit@wilcoxandflegel.com

Internal Use

Account Manager

Phone

Email

Business Information

Name
(Company Name or Individual Applicant Name)

DBA or Trade Name

Billing address

City, State and Zip

Phone URL

Delivery Address

City, State and Zip

Delivery Contact

Phone

Email

Delivery Address 2

City, State and Zip

Delivery Contact

Phone

Email

Corporation LLC Sole Proprietorship
 Partnership other

If Incorporated, State of Corporation

Date of Corporation

Federal ID UBI

Years Established

Accounts Payable Contact
(emailed invoices/statements)

Phone

Email

Tax Information

Reseller's Permit #

Do you have other tax exemptions? Yes No

*If yes, please attach copies of all tax exemptions.
Taxes will be charged on all invoices until exemptions are received.*

Principal Owners/Individual Applicants

Name

Title % Ownership

Phone/Cell

Employer

Spouse's Name

Spouse's Employer

Name

Title % Ownership

Phone/Cell

Employer

Spouse's Name

Spouse's Employer

Any applicant ever filed for bankruptcy? Yes No

Bank Information (Business Applicants)

Bank Name

Bank Representative

Phone

Address

City, State and Zip

Checking Acct #

Products/Services you are applying for

Cardlock *(See Page 2)*

<input type="checkbox"/> Bulk Fuel	Est. Monthly Gallons	<input type="text"/>
<input type="checkbox"/> Lubricants	Est. Monthly Gallons	<input type="text"/>
<input type="checkbox"/> Marine Fuel	Est. Monthly Gallons	<input type="text"/>
<input type="checkbox"/> DEF	Est. Monthly Gallons	<input type="text"/>

Product Name/Tank Sizes for bulk products

Current Fuel/Lubricants Provider

Credit Agreements and Terms

By signing below, I am authorized, and asking Wilson Oil Inc., dba Wilcox + Flegel (hereafter referred to as "Wilcox + Flegel" or "Seller") to open an account in the name of the Primary Applicant listed under "Name" in the Business Information section of this application form (hereafter referred to as "Customer"). Customer authorizes Seller to obtain personal (Consumer or Business) credit report(s) and to make whatever inquiries deemed necessary to establish credit worthiness, including Customer's Bank(s) or Financial Institutions as listed in this application or credit reports. Customer agrees to pay finance charges at the rate of 1.5 % monthly (18% APR) of total amount (after applying all payments and/or credits) remaining unpaid for 30 days or more. Customer agrees to pay any and all expenses incurred by Seller (including fees for legal costs and collection agency fees of every kind) to collect, defend, or assert the right of Seller, to obtain the payment of expenses and indebtedness relating to this account. Customer agrees to pay 2.25% surcharge on any balances paid with a credit card.

It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. The courts of the State of Washington shall have jurisdiction over all parties to this agreement and any action regarding this agreement shall be instituted only in the courts of the Cowlitz, Clark, or King County, Washington, at Seller's discretion. Customer agrees to notify Seller at least 30 days prior to any ownership change or transfer, or any significant changes or transfer of assets, or if no notice is given, all assets of Customer shall have a lien by Seller, including those sold. Time is of the Essence of this agreement. Customer certifies that all information on this application is correct and that Customer fully understand Seller's credit terms in consideration of credit extended.

Seller reserves the right to change the terms of sale and credit on this account at any time, with or without notice to Customer and at our sole and absolute discretions. Customer grants to Seller a Purchase Money Security Interest (PMSI) in all petroleum product and synthetic lubricant inventory, and its proceeds and receivables, all Seller purchased/furnished equipment, and all rights of said collateral no matter where located.

Facsimile or electronic signatures will be deemed to constitute and be an original signature of the Customer. The undersigned individual represents that he/she is authorized to enter into this Agreement on Customer's behalf.

Name (Printed)	Title	Signature	Date
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Personal Guarantee

I/we, the Undersigned, personally and individually and not as a corporation, guarantee prompt and complete continuing performance and terms of this entire written contract and guarantee payment of all invoices, damages, costs, expenses and collection agency fees, of which above referenced account (Customer) may be liable with respect to this contract. Guarantors waive the right to trial by jury, and all homestead exemptions laws, and notices of every kind, including but not limited to; changes in credit terms, and notices of default. Guaranty of payment will continue until revoked in writing via certified mail to Main office of Seller. Guarantors authorize Wilcox + Flegel to obtain consumer Credit reports on them as needed. Jurisdiction remains as above.

Facsimile or electronic signatures will be deemed to constitute and be an original signature of the Customer. The undersigned individual represents that he/she is authorized to enter into this Agreement on Customer's behalf.

Name (Printed)	Signature	Date
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Date of Birth	<input type="text"/>	SSN	<input type="text"/>	Driver's License #	<input type="text"/>
Home Address	<input type="text"/>				
City, State and Zip	<input type="text"/>				

Name (Printed)	Signature	Date
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Date of Birth	<input type="text"/>	SSN	<input type="text"/>	Driver's License #	<input type="text"/>
Home Address	<input type="text"/>				
City, State and Zip	<input type="text"/>				

Electronic Funds Transfer (EFT) Authorization

I/we hereby authorize Wilson Oil, Inc., dba Wilcox and Flegel to initiate debit and credit entries to the account listed below. This account is used solely for business purposes for payment of all obligations determined by Wilson Oil, Inc., to be owing as a customer of Wilson Oil, Inc., and all obligations determined by Wilson Oil, Inc., to me as a customer.

Bank Name	<input type="text"/>	Address	<input type="text"/>		
Contact	<input type="text"/>	Phone	<input type="text"/>	Email	<input type="text"/>
Account #	<input type="text"/>	Routing #	<input type="text"/>	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings

(Please attach voided check)

I/we further certify that Wilson Oil, Inc., dba Wilcox and Flegel is authorized to notify the bank named above to accept such debit and credit entries from Wilson Oil Inc. This authority shall remain in full force and effect until ten (10) days after Wilson Oil, Inc. and the Bank have received written notification from me/us of its termination. I/we understand that this EFT/ACH service is governed by the rules of The Automated Clearing House and that Wilson Oil, Inc., can terminate or modify at any time.

Authorized Signature

Title

Date

Authorized Signature

Title

Date

Cardlock

Regardless of which state you are a resident of, dispensing gasoline from any Oregon cardlock facility for non-business use is prohibited by law. The State of Oregon can penalize you up to \$500 and one year in jail for dispensing gasoline without authorization. Please reference the [Oregon State Fire Marshall \(OSFM\) Explanation of Eligibility](#) for more information.

Oregon PUC Diesel Yes No

Do you have additional exemptions? Yes No

If Yes, please attach copies of all exemptions

Taxes will be charged on all invoices until exemptions are received.

Do you meet the requirements to purchase gasoline in Oregon? Yes No

If yes, please fill out OR [Cardlock Customer Agreement](#) and provide proof of business

Do you meet the requirements to purchase off-road diesel in Oregon? Yes No

If yes, please fill out [OR Off-Road Diesel Form](#) and provide proof of business

Anticipated total monthly fuel usage in gallons

Card Order Form

(If additional cards are needed, please attach separate sheet)

Vehicle Description/Unit # Driver Name

5 digit Driver ID Security Code CFN Pacific Pride Both | Gas Diesel Off-road Diesel

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5 digit Driver ID Security Code CFN Pacific Pride Both | Gas Diesel Off-road Diesel

Cardlock Agreement and Terms:

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 Wilson Oil, Inc., dba Wilcox + Flegel (hereafter referred to as "Wilcox + Flegel") for all purchases made using the cardlock cards assigned to the Customer by Wilcox + Flegel. Customer assumes all liability arising from the use, misuse, unauthorized use, loss or theft of any one or more of the fuel access cards. If customer knows of or suspects the loss, theft, or possible unauthorized use of a card or account or if Customer would like to terminate a fuel access card, the customer must immediately notify Wilcox + Flegel by calling (800) 438-9656. Customer must also follow up with written notice, including card number(s) to be disabled, to Wilcox and Flegel by emailing cardlock@wilcoxandflegel.com. Customer remains responsible for all charges, including unauthorized charges until written notice is received.
3. The purchaser agrees that they, or anyone issued cards under them, will not have the Driver ID security access code on or near the card(s). Customer will safeguard the Driver ID security access code from all unauthorized users. This includes protecting the fuel access cards from devices that may skim or replicate the cards in some way. Customer will be responsible for all transactions initiated with a skimmed or replicated fuel access card assigned to Customer. For more information on how Wilcox + Flegel can help keep you protected please email cardlock@wilcoxandflegel.com.
4. Customer represents that they, and any person using the cardlock, will first receive [Oregon Fire Safety 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. Customer agrees to indemnify and hold Wilcox + Flegel harmless from any claims and costs including, but not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Customer or any other person using the cardlock cards assigned to the Customer hereunder.
5. Fuel prices are subject to change at any time and without notice. Fuel purchased from the cardlock system will include applicable fuel taxes unless Customer is exempt from tax pursuant to state and federal laws. Exemption from state taxes will only be granted upon proof of exemption as required by Wilcox + Flegel. Customer retains full responsibility for tax payments should a taxable use arise, including cancellation or expiration of exemption permits.
6. Wilcox + Flegel does not monitor customer transactions. Customer will review all invoices provided by Wilcox + Flegel and will notify Wilcox + Flegel no later than 15 calendar days after the date of each invoice of any errors with respect to the invoices to be eligible for review. After 15 calendar days, each such invoice and the transaction therein will be binding on Customer.
7. Wilcox + Flegel shall use its best efforts to maintain the cardlock system in good working order and condition, at its expense, provided however Wilcox + Flegel, 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. Customer agrees that it and any other person using the cardlock card(s) assigned to the customer shall properly notify Wilcox + Flegel, of any malfunctioning of the cardlock system of which Customer or such person is aware.
8. Cardlock accounts are billed as of the 15th and the last day of the month and payment is due upon receipt of invoice. Nonpayment of current charges by the consecutive billing date will constitute as a default on the agreement and credit privileges may be terminated until payment is received or when Wilcox + Flegel deems appropriate.
9. Customers 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 Wilcox + Flegel. Upon termination, Customer agrees to surrender all cardlock cards issued to Customer and to immediately pay all outstanding sums owing. Cardlock agreement and terms are subject to change at any time, with or without notice to customer and at our sole and absolute discretion.
10. Facsimile or electronic signatures will be deemed to constitute and be an original signature of the party. The undersigned individual represents that he/she is authorized to enter into this Agreement on Customer's behalf.

Signature

Print Name and Title

Date

Signature

Print Name and Title

Date