



6390 Greenwich Dr, Suite 200  
San Diego, CA 92122

T 800.499.4645  
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PFleet.com

## CREDIT APPLICATION AND AGREEMENT

I/WE (hereinafter "Customer" or "Applicant") herewith make application to Plavan Commercial Fueling, Inc. DBA P-Fleet (hereinafter "P-Fleet") for credit, or an increase reconfirmation of our existing account under this Credit Application and Agreement (hereinafter "Agreement"). The undersigned Applicant gives and grants P-Fleet, or its agent, permission to verify and re-verify all information stated herein at any time. Applicant hereby agrees that all credit granted and/or extended will be paid timely in accordance with P-Fleet's normal terms. Applicant does affirm that all information is true and correct. **PLEASE ANSWER ALL QUESTIONS.** (If more space is needed, a continuation sheet may be attached.)

How were you referred to P-Fleet?  Contracting Company  Driver  P-Fleet Rep  Mailer  Google  Yahoo  Other (specify): \_\_\_\_\_

### COMPANY INFORMATION

Company Name		First Name	Last Name	Title
Address		City	State	Zip
Home Phone	Cell Phone		Email	
SS #	Fed Tax ID #		Contractor ID #	
Which company are you contracted with?		When did your contract start? (Month/Day/Year)		Which other companies do you run for?
Manager Name/Profit Center		City	State	Phone
Do you own or lease your truck(s)? <input type="checkbox"/> Own <input type="checkbox"/> Lease		Leasing Company		Phone
Does your contracting company offer insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No		Insurance Company		Phone

### WORK HISTORY

Previous Company	City	State	Phone
Previous Company	City	State	Phone

### DRIVERS AND VEHICLES

To order your card(s), please list driver(s), including you, and select a shipping option:  Standard (free)  Next Day (fee varies by location and is applied to your invoice)

Driver Name	Vehicle #	Vehicle Description
Driver Name	Vehicle #	Vehicle Description
Driver Name	Vehicle #	Vehicle Description
Driver Name	Vehicle #	Vehicle Description
Driver Name	Vehicle #	Vehicle Description

### PERSONAL GUARANTEE AND TERMS AND CONDITIONS

**Signature States Signateur ("Guarantor") Personally Guarantees ("Guarantee") debts for the above Applicant.** Permission is herewith granted to obtain credit information from all listed references including my bank. By signing this Agreement and using services of P-Fleet, I certify that I am authorized to make this request on behalf of this company, and it is agreed that all purchases will be paid in accordance with the terms and conditions. Terms and Conditions of Sale are set forth on the reverse side or following page(s). The undersigned hereby executes this Agreement on behalf of the Customer as an authorized representative of the Customer and individually as the Guarantor of the Customer and hereby assumes personal and individual responsibility and liability for, and guarantee payment of, all amounts due and payable to P-Fleet at any time by the Customer. I hereby consent to and authorize the use of my consumer credit report in the credit evaluation process.

**By signing this Agreement, Applicant acknowledges and agrees to without exception all terms, conditions, authorizations and disclosures provided with this Agreement including the attached Terms and Conditions of Sale and affirms that all information provided is true and correct to the best of his/her knowledge.**

Signature X	Print Name	Title	Date
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### PLEASE RETURN THIS FORM TO P-FLEET

FAX: 1-858-348-2596 | EMAIL: SALES@PFLEET.COM | OR MAIL TO: 6390 GREENWICH DRIVE, SUITE 200, SAN DIEGO, CA 92122

## TERMS AND CONDITIONS

The Customer fully understands and agrees to comply with the following terms and conditions of this Agreement.

1. **DEFAULT AGREEMENT TO PAY.** Signature states that Customer agrees to pay for products and/or services received from P-Fleet. Should the Applicant default on any obligation to P-Fleet, the Applicant agrees as follows: (1) to pay all principal due; (2) to pay a late charge on all principal due and unpaid within the time period allowed by P-Fleet, at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law in the event a Court should determine that this late charge is excessive or otherwise unenforceable; (3) to pay all attorneys fees and costs of collection, including but not limited to attorneys fees incurred in preparing and transmitting demand letters and other pre-litigation services, as well as litigation itself; (4) that this Agreement is executed and to be performed in San Diego County, and therefore any litigation to enforce the terms of this Agreement will be filed in San Diego County. In the event there is a conflict between the terms of this Agreement and the terms of any subsequent written agreement between the parties and/or P-Fleet invoice and/or P-Fleet statement provided to Applicant, the Applicant agrees to be bound by the terms of the subsequent document setting forth the monetary obligation of Applicant. In the event of any conflict between the terms of Applicant's purchase orders and this Agreement and/or any P-Fleet invoice and/or P-Fleet statement, Applicant agrees that the terms of the P-Fleet document corresponding to the Applicant's purchase order will prevail (i.e., the terms of the P-Fleet invoice and/or statement pertaining to delivery of the goods referenced in the purchase order will prevail over any conflicting terms contained in the purchase order.).
2. **PAYMENT.** Unless otherwise agreed to in writing by P-Fleet, the undersigned Customer agrees to the following terms in all credit transactions:  
PAYMENT DUE UPON REQUEST FROM P-FLEET.  
In the event said charges are not paid in accordance with the terms above, Customer agrees to pay P-Fleet a service charge of One and One Half Percent (1.5%) per month on the unpaid balance and agrees to forfeit any and all volume discounts. Further, P-Fleet can refuse further charges to Customer. **This service is not an alternative performance provision.**
3. **TAXES.** Customer agrees to pay any and all applicable sales, excise, and use taxes. Customer agrees to provide P-Fleet with any and all certificates that may allow Customer to be exempt from certain State and/or Federal sales, excise or use taxes.
4. **CREDIT SUSPENSION.** P-Fleet reserves the right to suspend any and all of Customer's credit privileges without notice in the event that the terms and conditions are not met or kept by Customer as set forth herein.
5. **COLLECTION COSTS.** In the event Customer defaults in the terms of payment, P-Fleet may recover from Customer all penalties and service charges including, without limitation, collection costs and/or reasonable attorney's fees as set forth herein.
6. **CREDIT LINE.** P-Fleet may, at its option, increase or decrease the Customer's credit limit.
7. **VENUE AND CHOICE OF LAW.** The parties agree that this Credit Application has been executed and delivered in, and shall be construed in accordance with the internal laws of the State of California as applied to contracts between California residents entered into and to be performed wholly within California. Applicant hereby consents to the jurisdiction of any local, state or federal court located within the county of San Diego, State of California; provided, however, nothing contained herein shall preclude P-Fleet from commencing any action hereunder in any Court having jurisdiction thereof.
8. **FACSIMILE COPIES.** This Credit Application may be executed in any number of counterparts, any one of which shall be deemed to be the original, although others are not produced, and this Credit Application may be executed by facsimile transmission signature.
9. **ADDITIONAL TERMS AND CONDITIONS.** In consideration of the utilization of P-Fleet cards, Customer and P-Fleet have entered into the following agreement ("Card Agreement").
  - I. Customer and its agents agree to follow all posted instructions for the fueling of vehicles and will comply with all safety procedures.
  - II. You must report the unauthorized use of your account and/or the loss or theft of a P-Fleet Card immediately by telephoning us at 1-800-499-4645. Do not use the lost or stolen card(s) or Account after you have notified us. Your business will be liable for the unauthorized use of the Account, except that it shall not be liable for the unauthorized use that occurs after we have been properly notified. Should an unauthorized use of the Account or Cards occur, we, at our sole discretion, may choose to immediately cancel and close the account. You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft, or possible unauthorized use of your Card and/or Account and to comply with such procedures as we may require in connection without investigation. Unless otherwise agreed, P-Fleet is not responsible for controlling an authorized user's use of a Card of the Account. If you authorize the use of a Card or the account, you are responsible for all charges made to the Account.
  - III. If a P-Fleet card account is invalidated, Customer must make written application to reinstate such card or account. P-Fleet reserves the right to refuse to reinstate any P-Fleet card or account. No invalidated card or account may be reinstated unless all monies owed are paid including all charges and fees.
  - IV. This Card Agreement can be cancelled upon 24-hour's written notice by P-Fleet or Customer. Should Customer cancel the P-Fleet account, all monies due will be paid within ten calendar days of such cancellation. Upon notice of such cancellation, Customer will return all P-Fleet cards to P-Fleet.
  - V. Customer understands and agrees that its right to use the P-Fleet card provided by P-Fleet may not be assigned.
  - VI. It is understood and agreed that all P-Fleet cards issued to Customer are the sole property of P-Fleet and must be surrendered upon demand.
  - VII. It is understood and agreed that all P-Fleet cards issued to Customer are issued solely for the business of Customer, as an accommodation to Customer.
  - VIII. Written notice as required in this Card Agreement will be deemed received by P-Fleet if a) by facsimile transmission, during P-Fleet's normal business hours; b) by overnight courier, on the next business day of deposit with courier; and c) by U.S. Post Office certified, return receipt mail, on date of the signed returned receipt.
  - IX. Customer accepts any and all liability arising or resulting from or related to the use, misuse, unauthorized use, loss or theft of any P-Fleet card resulting in access to the P-Fleet facility maintained and operated by P-Fleet. Customer understands that the rights conferred herein allow Customer access to purchase products on private premises not open to the general public.
10. **LAW.** California law governs the terms and conditions set forth above.
11. **CONTINUING DEDUCTION AUTHORIZATION.** Customer hereby authorizes current and outstanding invoices billed by P-Fleet to be deducted from Customer's settlements and amounts owed to be remitted to P-Fleet. This authorization is effective upon receipt by P-Fleet and will remain in effect until P-Fleet is notified by Customer in writing. Charges for services incurred prior to the date Customer notifies P-Fleet will continue until amounts then owed are fully satisfied. In the event funds are insufficient to make scheduled and requested deductions for amounts billed by P-Fleet, Customer understands it is his/her responsibility to make commercially reasonable efforts to resolve the payment problem. If funds are not available from Customer's settlement, Customer authorizes deductions from any Customer reserve account for any outstanding balances rightfully due and owing to P-Fleet after termination.
12. **CARD USE.** Customer understands and agrees that P-Fleet cards are issued solely for Customer's use with contracting companies approved by P-Fleet and that any other use is prohibited.

Terms and Conditions above agreed to without exception.

**PLEASE RETAIN A COPY OF THE TERMS AND CONDITIONS FOR YOUR RECORDS**