



**Bradco**INC.
Fuels and Lubricants

107 - 11TH AVENUE, P.O. BOX 997
HOLBROOK, ARIZONA 86025
(928) 524-3976 • FAX (928) 524-6895
Toll Free 1 (800) 442-4770
www.bradcoinc.com



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FOR OFFICE USE ONLY
 Account # _____
 Credit Limit _____
 Salesperson _____
 Branch _____
 Date Approved _____

COMMERCIAL CUSTOMER INFORMATION

| | | | |
|---------------------|---------------------|-----------------------------|-----------------------|
| FIRM ADDRESS | Full Name of Firm | Telephone Number () () | Fax Number () () |
| | Mailing Address | City | State Zip |
| | Street Address | City | State Zip |
| | Home Office Address | City | State Zip |

Are you presently a Pacific Pride Cardholder Yes No Date Last Used Card _____ Email _____
 Do you have an Underground Tank? Registry No. _____ If Above Ground Tank, do you have a UST (Underground Storage Tank Exemption)? Y N

CHECK APPROPRIATE AND PROVIDE INFORMATION REQUESTED

| | | |
|--|--|---|
| <input type="checkbox"/> Single Entity Not a Subsidiary | <input type="checkbox"/> Subsidiary of Parent Company | Name and Address of Parent Company: _____ _____ |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | |
| <input type="checkbox"/> Other | How long in Business _____ | Type of Business _____ |

Federal ID #: _____
 RESALE # _____
 Telephone: () ()

PLEASE LIST NAMES AND ADDRESSES OF PARTNERS OR CORPORATION OFFICES:

IF IN BUSINESS LESS THAN ONE YEAR PLEASE GIVE NAME, ADDRESS & LENGTH OF TIME OF EMPLOYMENT FOR THE LAST FIVE YEARS:

PERSONAL

| | | |
|--|--------------------------------|--|
| Owner or Officer | Title | Spouse's Name |
| Home Address | City State Zip | How Long <input type="checkbox"/> Own <input type="checkbox"/> Buying <input type="checkbox"/> Renting |
| Previous Address | City State Zip | How Long |
| Home Phone () () | Driver's License State: No. | Social Security # Date of Birth |
| Spouse's Name | Social Security # | Date of Birth |
| Name and address of nearest relative not living with you | Relationship | Telephone Number () () |
| Have you ever filed Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | When? | Where? |

REFERENCES
Must Be Provided

| | | |
|----------------------|----------|-----------------------|
| Bank Name and Branch | City | State |
| Name of Bank Officer | Account# | Tel Number () () |
| Trade Reference | Address | Fax Number () () |
| Trade Reference | Address | Tel Number () () |
| Trade Reference | Address | Fax Number () () |
| Trade Reference | Address | Tel Number () () |
| | | Fax Number () () |

| | | |
|------------------------------|---|-------------------------|
| Desired Monthly Credit Limit | Please include most recent company financial statements | Accounts payable person |
|------------------------------|---|-------------------------|

ACKNOWLEDGMENT

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. I agree to pay a late charge of 1-1/2% per month (18 % per year). **THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF. All purchases made on this account will be for commercial use.**

Company Name: _____
 Authorized Agent for Company: _____
 Printed Name: _____ Date _____

PERSONAL GUARANTY

In consideration of Bradco Inc. (hereinafter "Fuel Company"), at my (our) request, giving or extending terms of credit to: _____ (hereinafter "Customer") for the purchase of fuel, oil, lubes, greases, specialty products and other services and products, the undersigned (hereinafter "Guarantors"), intending to bind their separate and community property estates, jointly and severally unconditionally guarantee and promise the full and prompt payment and performance of each and all of the obligations and agreements of Customer to Fuel Company, or order, or demand, in lawful money of the United States, any and all indebtedness of Customer to Fuel Company arising out of purchases by Customer, its agents or employees of products and services from Fuel Company.

Guarantors, and each of them, jointly and severally, agree that this guarantee shall be continuing and absolute and shall not be affected or impaired by any modification, extension or amendment of any agreement now or hereafter executed between Customer and Fuel Company, nor by any modification, extension of time for payment of, forbearance, settlement, release, surrender, exchange or discharge of any obligation herein guaranteed, or any collateral therefore, or the extension of additional credit after default or the release of any security after default, whether material or otherwise, and shall continue in full force and effect until all indebtedness of Customer to Fuel Company shall have been fully paid, satisfied and performed. No extension, modification, alteration or assignment of the Agreement shall in any manner release or discharge the Guarantors, and the Guarantors do hereby consent to any extension, modification, alteration or assignment. This Guaranty is absolute, unconditional and continuing and shall remain in effect until all of Customer's obligations shall have been paid, performed and discharged in full. The death of any of the undersigned shall not terminate this Guaranty as to such deceased or any of the surviving undersigned.

This Guaranty is a Continuing Guaranty which shall remain effective until it has been expressly terminated by written notice thereof to Bradco, Inc. as described below. Such termination shall be applicable only to transactions having their inception after the effective date of termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date. Such termination shall not release Guarantor(s), whether or not giving notice of termination, from any liability as to any indebtedness and all extensions and renewals thereof which may be held by Fuel Company, in which Fuel Company may have an interest or for which Fuel Company may be obligated at the time of receiving notice of such termination. Termination by any other Guarantor shall not affect the continuing liability of any Guarantor hereunder. Any payment by Guarantor(s) shall not reduce its maximum obligation hereunder unless written notice to that effect is actually received by Fuel Company at or prior to the time of such payment.

This Personal Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Customer or by the disaffirmance or abandonments of any trustee or successor in interest of Customer. Neither the death, incompetency, bankruptcy, receivership, release of or revocation by any Guarantor shall affect the continuing liability of any of the Guarantors remaining hereunder.

Fuel Company may, without notice, assign the Personal Guarantee in whole or in part, and no assignment or transfer of the obligations or agreements owed by Customer shall operate to extinguish or diminish the liability of the Guarantors.

The liability of the Guarantors under the Personal Guarantee shall be primary and if any right or action shall accrue to the Fuel Company under any agreement with Customer, the Fuel Company may, at its option, proceed against the Guarantors without having commenced any action or having obtained any judgment against the Customer thereunder.

If Fuel Company seeks to enforce Guarantors obligation by outside collection agencies and or legal proceedings, the Guarantors shall pay Fuel Company's reasonable attorneys' fees and all costs and expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Personal Guarantee against the Guarantors, both individually and jointly, whether suit is initiated or not, including but not limited to all costs and expenses incurred in pre-judgment or post-judgment collection efforts, appeals and proceedings in bankruptcy, as awarded by the court without a jury.

This Personal Guarantee shall be binding upon the respective heirs, representatives, successors, and assigns of each Guarantor and shall inure to Fuel Company and its respective successors and assigns.

The undersigned hereby waives notice of any demand by Fuel Company and any notice of default of the payment of any sums due under any agreement owed by Customer to Fuel Company.

The Guarantors further waive: (i) any defense to the recovery by the Fuel Company against the Guarantors of any deficiency or otherwise to the enforcement of this Personal Guaranty or any security for this Personal Guaranty after a nonjudicial sale or other disposition of any security; (ii) any defense or benefits that may be derived from Sections 12-1641 et.seq., and 44-142, Arizona Revised Statutes, and Arizona Revised Statutes, Rules of Civil Procedure, Rule 17(f), or comparable provisions of the Laws of any other jurisdiction and all other suretyship defenses it would otherwise have under the Laws of Arizona or any other jurisdiction; (iii) all benefits of any statute of limitations affecting the Guarantor's liability under or the enforcement of this Personal Guaranty or any other obligations or security; (iv) all setoffs and counterclaims; (v) promptness, diligence, presentment, demand for performance and protest; (vi) notice of nonperformance, default, acceleration, protest or dishonor; (vii) except for any notice otherwise required by applicable laws that may not be effectively waived by the Guarantors, notice of sale or other disposition of any security; and (viii) notice of acceptance of this Personal Guaranty.

The use of the singular herein shall include the plural. The obligations of two or more parties shall be joint and several, and all property of the undersigned, whether sole and separate or community shall be available to satisfy the obligations created by the Personal Guarantee. The terms and provisions of this Personal Guarantee shall be binding upon and shall insure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns. The laws of the State of Arizona now or hereafter in effect shall govern this Personal Guarantee.

By execution of this Personal Guaranty, Guarantors hereby consent to the jurisdiction and venue of the Superior Court of Arizona or Justice Court of Arizona, Maricopa County which shall have exclusive jurisdiction to hear and determine all claims or disputes between the parties pertaining directly or indirectly to this agreement. The parties hereby expressly: (i) submit and consent in advance to such jurisdiction in any action or proceeding commenced in any such court; and (ii) waive any claim that Phoenix, Arizona is an inconvenient forum or an improper forum based on lack of venue. The exclusive choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action to enforce the same in any other appropriate jurisdiction.

All notices required or permitted herein shall be in writing and shall be deemed duly given if delivered to Bradco, Inc. by registered return receipt mail, postage prepaid, to the corporate offices of Bradco, Inc.

IN WITNESS WHEREOF, Guarantors have executed this Personal Guaranty this _____ day of _____ of 20 ____.

By signing below, I affirmatively represent that I have read the foregoing Personal Guarantee and agree to be bound by its terms without exception.

(Guarantor)

(Spouse of Guarantor, if applicable)

_____ **Please Initial if you are unmarried. Your Initial that you are not married constitutes an affirmative representation that you are not married, otherwise the signature of your spouse is required.**

ADDITIONAL TERMS CARDLOCK USE

- 1) Purchases will be for vehicles owned and operated by the Purchaser.
- 2) This access card is used to initiate a Pacific Pride or AmeriNet transaction. This access card is not a credit card.
- 3) Minimum purchases of 2,400 gallons per year from all fuel sources is required if CLASS 1 FLAMMABLES (gas) are purchased.
- 4) The parties to this agreement agree that the Superior Court of Arizona or Justice Court of Arizona, Maricopa County shall have exclusive jurisdiction to hear and determine all claims or disputes between the parties pertaining directly or indirectly to this agreement. The parties hereby expressly: (i) submit and consent in advance to such jurisdiction in any action or proceeding commenced in any such court; and (ii) waive any claim that Phoenix, Arizona is an inconvenient forum or an improper forum based on lack of venue. The exclusive choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action to enforce the same in any other appropriate jurisdiction.
- 5) Purchaser shall be responsible for all purchases by Purchaser or any other persons using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.
- 6) If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
- 7) Purchaser represents that it and any person using the cardlock cards delivered in Purchaser are and shall be aware of the 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. The Purchaser agrees to indemnify and hold Supplier harmless for any claims and costs including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuses of the cardlock system by Purchaser or any person using the cardlock cards delivered to Purchaser hereunder.
- 8) Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at it's expense provided however Supplier 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 Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
- 9) Purchaser'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 Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
- 10) In the event that any party commences any action or proceeding against another party or parties to this Agreement by reason of any breach or claimed breach of any provision, covenant or representation of this Agreement, or commences any arbitration, action or proceeding in any way connected with this Agreement (including any bankruptcy proceeding or proceeding in a court of appeals), or seeks a judicial declaration of rights under this Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees, all costs and litigation related expenses, including expert witness fees, and any costs or expenses of collection, including reasonable attorneys' fees.
- 11) All terms and conditions of this Agreement and Guaranty are intended to cover the Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
- 12) A \$30.00 handling fee will be charged for all checks returned from the bank for any reason.

ACKNOWLEDGEMENT OF CARDLOCK USE TERMS

I HAVE READ THE FOREGOING CARDLOCK USE TERMS. I REPRESENT, WARRANT AND ACKNOWLEDGE THAT I FULLY UNDERSTAND THE TERMS, CONDITIONS, AND IMPLICATIONS OF THIS AGREEMENT.

In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

All purchases made on this account will be for commercial use.

Company Name: _____

Printed Company Name: _____

Authorized Agent for Company: _____

Printed Authorized Agent Name: _____

Date: _____