

CityServiceValcon Credit Application

WH# _____
ACCT # _____

Personal Information					
First Name	Middle Initial	Last Name	Social Security Number		
Home / Billing Address		City	State	Zip	County
Home Telephone Number ()	Work / Mobile Number ()	Spouse's Name		Spouse Social Security Number	
Delivery Address		City	State	Zip	County
E-Mail Address:			Present Employer	Length of Employment	

Business Information (Complete if you are applying for credit as a business and not just an individual)		
Legal Company Name	How Long In Business	Business Telephone Number ()
Trade Name (Business Name)	Federal ID #	Fax Number ()
Billing Address		City State Zip County
Delivery Address		City State Zip County
E-Mail Address:	Type of Business	Estimated Monthly Purchases \$ _____
Financial Statements ARE Required For ALL Commercial Accounts.		Type of Business Organization (Check One) Sole Prop. ___ Partnership ___ Corporation ___ LLC ___

Owner(s) or Partner(s) Name(s): (Attach additional sheet if necessary)				
First Name	Middle Initial	Last Name	Title	Social Security Number
Residence Address			City State Zip	Telephone Number ()
First Name	Middle Initial	Last Name	Title	Social Security Number
Residence Address			City State Zip	Telephone Number ()

References			
Name of Bank	Name of Bank Officer	Account Number(s)	
Address			City State Zip Telephone Number ()
Credit Reference	Contact	Account Number(s)	
Address			City State Zip Telephone Number ()
Credit Reference	Contact	Account Number(s)	
Address			City State Zip Telephone Number ()
Credit Reference	Contact	Account Number(s)	
Address			City State Zip Telephone Number ()

Required Account Information

Which products do you wish to purchase?

- Fuel Card (Pacific Pride / CFN) Estimated Monthly Gallons _____
- Wholesale (Resellers, Dealers, Jobbers, Receipt of Transport Loads of Product)
- Propane Heating Oil
- Lubcs Aviation (specify fuel types) _____
- I am interested in auto bill payment

Have you applied for credit with us before? _____

Office use : CSV Representative: _____

Credit Terms and Credit Agreement

The undersigned agrees to the following terms in all credit transactions with CityServiceValcon unless otherwise agreed to in writing by authorized Company Officers:

Payment Terms: As Stated on Invoice

The above payment terms are subject to modification by CityServiceValcon upon written notice to the undersigned. The undersigned further agrees to pay a finance charge at the rate of 1.5% per month (18% per annum), or the maximum amount allowable under Montana law, whichever is lesser, on all past due amounts. I further agree to pay handling charges for all returned checks. Payment shall be due at our Kalispell office unless directed otherwise by an authorized CityServiceValcon representative. I understand any billing dispute must be made and submitted in writing to the Kalispell office within 30 days of the date of invoice. All invoices shall be deemed accurate and final after 30 days.

I consent to receive faxes and telephone calls from or on behalf of CityServiceValcon.

I authorize the references listed on this application to release to CityServiceValcon information related to applicant's accounts. I authorize CityServiceValcon to secure information regarding applicants' credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding applicant's account with CityServiceValcon to such agencies. I authorize CSV to check my credit periodically as part of maintaining my credit terms.

I represent and warrant the above information to be true, correct and complete and I further represent and warrant that if this Credit Application is submitted by a corporation, partnership or limited liability company, that the individual executing this document on behalf of such entity has full authority to bind such entity. I agree to pay all attorney's fees and other collection costs incurred in connection with the collection of any amounts due. Venue of any legal action to collect any amounts due shall be Flathead County, Montana.

I agree to provide CityServiceValcon, upon its request, financial statements and/or an updated Credit Application. Failure to provide such item(s) following a request may result in the immediate revocation of credit.

I agree to abide by CityServiceValcon's credit policy if credit is granted. I have received and signed CityServiceValcon's Credit terms and Credit Agreement. I understand that CityServiceValcon reserves the right, in its sole discretion, to eliminate or reduce the amount of credit extended by CityServiceValcon to the undersigned at any time in the future.

Applicants Signature _____ Date _____

Please print name and title

Spouse Signature (If applicable) _____ Date _____

Company (If applicable)

CONTINUING IRREVOCABLE PERSONAL GUARANTEE

Your signature below unconditionally and irrevocably guarantees the payment when due of all charges for the account of said applicant for services rendered and for goods sold and delivered on or after this date. The Credit Terms and Credit Agreement above is hereby incorporated and made a part of this Guaranty. This Guaranty is given in consideration for CityServiceValcon's agreement to extend credit to the above named entity.

Guarantor's obligations under this guaranty are independent of those of applicant, and Guarantor hereby waives notice on default or nonpayment, presentment, demand and understands and agrees that CityServiceValcon is not required to first seek payment from the debtor or its assets before enforcing this Guaranty.

Guarantor signature _____ Date _____

Please print name

Guarantor signature _____ Date _____

Please print name

Please return to: CityServiceValcon, P.O. Box 1 - 640 W. Montana, Kalispell, MT 59903-0001
(406) 755-4321, (800) 343-3835, Fax (406) 756-8591

10/02/08

FUEL CARD ACCESS AGREEMENT

CityServiceValcon, LLC (hereinafter "CSV"), shall provide the automated fueling services desired by the Customer, who has applied for, accepted, and/or which name appears on the issued Fuel Access Card or account (hereinafter "Pac Pride" or "CFN"). Subject to payment and fuel access terms set forth below, Customer agrees to pay CSV for fueling transactions completed, authorized, or permitted by Customer through the use of the Fuel Access Cards issued to Customer in the amount invoiced by CSV.

Payment Terms. Customer agrees to pay for all fueling transactions completed by Customer or any person using Customer's Fuel Access Cards and for all other monetary obligations to CSV set forth in this Fuel Access Card Agreement. Customer agrees to pay CSV upon receipt of invoice those amounts invoiced to Customer by CSV on the tenth of each month. A late payment charge of 1.5% per invoice period shall be applied to amounts not paid in full prior to the end of the month. Failure to pay the invoiced amounts as agreed will result in automatic termination of Customer's Fuel Access Cards. If for any reason authorized credit card charges are not accepted by the Customer's credit card-issuing institution, CSV may, in its sole discretion, terminate Customer's Fuel Access Cards. If for any reason an electronic funds transfer (EFT) be returned, CSV shall charge a \$100.00 return fee and may, in its sole discretion, terminate Customer's Fuel Access Cards. A \$25.00 processing fee will be added to any account where a check is returned with notification of non-sufficient funds.

Fuel Access Terms. Customer is responsible for all charges incurred, unless such charges occur after the card(s) have been invalidated. Customer agrees that the fueling transactions completed by Customer or any person using Customer's Fuel Access Cards are subject to the following additional fuel access conditions:

Security Numbers. Customer agrees that the security numbers assigned to each Fuel Access Card must be kept confidential by Customer, and that Customer's failure to do so will result in all unauthorized fuel purchases completed through the use of a lost or stolen Fuel Access Card, prior to Customer providing notification to CSV, to be charged to Customer as a normal purchase. Customer shall notify CSV promptly by telephone, and immediately in writing, of any loss or theft of Customer's Fuel Access Cards.

Indemnity Agreement/Customer. Customer shall not be responsible for a malfunction of CSV's fueling equipment. Customer shall indemnify and hold CSV harmless from and against any and all claims, actions, fees, suits, judgments, penalties, remediation expenses, or other charges of any kind (hereinafter referred to collectively as "loss") or threatened loss which CSV may sustain or incur arising out of Customer's (or anyone using Customer's Fuel Access Cards) negligent use of the issued Fuel Access Cards and/or CSV's fueling equipment including, without limitation, any loss or threatened loss related to death, bodily injury, property damage or destruction, damage to the environment, including but not limited to the accidental release of petroleum products on, in or about a fueling site, or Customer's (or those using Customer's Fuel Access Cards) violations of any hazardous materials laws.

Defaults by Customer/Rights of CSV. In the event of Customer's default in making payments in full when due, Customer's death, bankruptcy, insolvency, or any other breach of this Fuel Access Card Agreement, all or any portion of Customer's obligation to CSV shall upon CSV's election and without notice, become immediately due and payable. In addition, CSV may, in its sole discretion and at any time, without notice, cause or liability to Customer, or in any way affecting Customer's obligation to CSV, reduce or cancel fuel access availability to Customer, revoke any Customer discount, refuse to make any further fuel sales, and revoke the issued Fuel Access Cards. Customer agrees to surrender the Fuel Access Cards upon exercise of CSV's rights hereunder. CSV may, from time to time and in its sole discretion, waive or decline to enforce any of its rights under the Agreement (e.g. forgiving delinquencies, accepting partial payments, making sales in excess of Customer's credit limit, etc.) without affecting any of CSV's rights hereunder.

Notification of Change of Address. Customer shall promptly notify CSV of any changes in business name or address.

Governing Law; Collection Expenses. All terms and provisions to this Fuel Access Card Agreement shall be interpreted and governed by CSV's choice of law. In the event that collection and/or enforcement efforts are commenced by CSV, Customer shall pay to CSV its collection and legal expenses, including expert fees and attorney fees, both pre-judgment and post-judgment. Customer agrees that the venue for any action arising out of the collection and/or enforcement of this agreement shall be the Eleventh Judicial District Court, Flathead County, Montana, unless CSV elects otherwise for purposes of convenience of the parties.

Signing this Credit Application and/or using issued Fuel Access Cards constitutes Customer's full acceptance of the terms and conditions, including payment terms, set forth in this Fuel Access Card Agreement.

PROPANE SAFETY INFORMATION

Propane is flammable and may cause fires and explosions. Propane is heavier than air and can collect initially at low levels. Always be sensitive to the slightest propane gas odor. Any sort of a propane gas odor may signal a serious leak. Investigate all foul odors. What you think may be garbage, sewage or a dead mouse may be a serious propane gas leak. Should you have questions as to whether the odor you've identified is actually propane, please refer to the scratch and sniff literature provided to you.

Under some of the following conditions, you may not smell a gas leak, so we recommend you install a propane gas detector(s) in accordance with manufacturer's instructions. Some people (especially the elderly) are unable to detect the smell of gas. Colds, allergies, sinus congestion, and the use of tobacco, alcohol, or drugs, may diminish your sense of smell. Cooking odors or other strong odors can cover up the smell of gas. On rare occasions, propane gas may lose its distinctive odor. This is called "odor fade". Air, water, and rust in a propane tank or cylinder may weaken the gas odor, especially if the valves were left open after the container has been emptied. Sometimes propane gas can lose its odor if a leak occurs underground. Odorant in leaking gas can absorb (stick) to building materials such as unpainted or untreated masonry and rough wall surfaces, to furniture fabrics and drapes, and to the inside walls of gas piping and static or periodically used propane containers and distribution systems.

If you smell propane gas in your house, camper, RV, workplace, or around any gas equipment:

- Put out smoking materials and other open flames.
- DO NOT operate electric switches, light matches, or use your phone. Any spark or flame in the area where propane gas is present may ignite the gas. This could include the spark in a light switch, telephone, appliance motor, and even static electricity from walking around the room.
- Immediately get everyone out of the building, vehicle, RV trailer, or area.
- Close all gas tank or cylinder supply valves.
- Do not re-enter the building, vehicle, RV trailer, or area. Use your neighbor's phone and call a trained LP-Gas service person and the fire department. Even though you may not continue to smell gas, do not turn on the gas again.
- Let the service person and firefighters check for propane gas leaks. Have them air out the area before you return.
- Have properly trained LP-Gas service people repair the leak, then check and relight all of your propane gas appliances for you.

Important Safety Reminders

Don't enter an area where you suspect a gas leak. If you are in such an area, leave immediately!

Be alert for propane odor when working in areas where propane is used. Even a faint odor may indicate a hazardous situation.

Do not try to judge for yourself the level of danger of a gas leak by trying to determine if one smell of gas is weak or strong. All gas leaks pose a serious risk.

Repeated pilot outages could indicate a hazardous condition. Don't attempt to relight the pilot, or service your equipment.

If you choose to light your own pilots, call CSV for instructions.

Before lighting a propane gas appliance, sniff around the area at floor level. If you smell gas, don't light the appliance.

Shut off the gas immediately at the tank, if your appliance has been flooded. Do not use your gas system again until the wet or flooded equipment has been checked and serviced.

Improperly vented or defective appliances can cause potentially fatal carbon monoxide poisoning. Have your propane system and appliances periodically inspected.

Don't tamper with or use tools to operate controls. If controls are difficult to operate by hand, call CSV immediately.

Keep combustible products, like gasoline, kerosene or cleaners in a separate room from propane appliances. Your appliance pilot lights could ignite fumes from these combustibles.

Don't operate any propane gas appliance without reading the instructions carefully.

Some people wrongly believe that the smell of propane gas is a signal that their tank is nearly empty and should be refilled. When a tank is low, you may get a momentary whiff of gassy smell when stove top burners are ignited. However, if the smell of gas lasts more than an instant, then the continuing gas odor means that you may have a serious propane gas leak. Any persistent gassy smell is your signal to take immediate emergency action.