

Merle Boes Inc  
 Pacific Pride  
 PO BOX 1887  
 Holland MI 49422-1887

Phone# 616-392-7036  
 Fax# 616-392-5041

Are you presently a Pacific Pride or AmeriNet Cardholder? Card #:		When did you last use your card?	
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Full Legal Name of Firm		Phone Number:	Fax Number:
		( )	( )
Mailing Address		City/State	Zip
Street Address		City/State	Zip
Home/Head Office Address		City/State	Zip Phone Number:
<b>CHECK APPROPRIATE BOX AND PROVIDE INFORMATION AS REQUESTED</b>			
Single Entity <input type="checkbox"/> Partnership <input type="checkbox"/>		Name, Address and Phone of Parent/Regional Company Office	
Not a Subsidiary		Years in business? _____	
Subsidiary <input type="checkbox"/> Other <input type="checkbox"/> Type of Business: _____			
of Parent Company			
FEDERAL ID#: <input style="width:200px; height:20px;" type="text"/>		Under what other company names have you operated?	
Corporation <input type="checkbox"/>			
State: _____			
If in business less than two years please give name, address and length of time of employment for the last five years:			
Please list the legal names, titles of partners/ corporate officers:		Address/City/State/Zip	Phone Number:
			( )
		Address/City/State/Zip	Phone Number:
			( )
Applicant/Owner/Officer's Legal Name		Title	Spouses
Name:			
Home Address		How Long? Own? Buying? Renting?	
City/State/Zip		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Home Phone:	Driver's License	Social Security	Date of Birth
( )	Number / State of Issue	Number	
Name of Nearest Relative <i>not</i> living with you:		Relationship	Telephone Number:
			( )
Have you ever filed bankruptcy? Spouse if an officer.		If so, when?	Where? City/State
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Personally <input type="checkbox"/> Business <input type="checkbox"/>			
<b>REFERENCES</b>			
Bank Name and Branch		City	State
Name of Bank Officer		Account #	Telephone Number
			( )
Current Petroleum Supplier		Address	Telephone Number
			( )
Alternate Supplier		Address	Telephone Number
			( )
Estimated Monthly Usage Gallons / \$ Amount		Accounts Payable Contact	Telephone Number
			( )

Person(s) to contact regarding arrangements/orders for cards	Telephone Number (    )	Cellular Number (    )
I authorize this organization to request a consumer and business credit report for purposes of determining my current and continued credit worthiness on this account. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose and will remain confidential. I understand that this organization will be requesting a consumer credit and business report in conjunction with this commercial business application. I release all such persons from any liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information. I certify that the information on this application is true and complete, and that I am authorized as a signor to enter into this agreement. Additionally, I agree to all of the terms and items as outlined on page two of this application, for cardlock use.		
Printed Legal Name: X	Title	
Signature X	Photo ID + #/ Exp:	Date

### ADDITIONAL TERMS OF CARDLOCK USE

- 1) Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- 2) This access card is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the cardlock system.  
This access card is not a credit card. By signing this application it is understood that the federal \$50.00 liability limit for credit cards will not apply to the Pacific Pride and/or Amerinet cardlock access cards issued on the account. All purchases will be the responsibility of the account holder/Purchaser. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.
- 3) Minimum purchase of 2,400 gallons of fuel per year from all fuel sources is required if CLASS 1 FLAMMABLES (gas) are purchased.
- 4) In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters, and the Purchaser/customer will cover all collection and/or legal costs or fees.
- 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 another person is authorized or is fraudulent. The Purchaser will immediately notify the Supplier of a lost, stolen or misused card. The Purchaser agrees that they will not have the PIN#/security access code on/near the card should it be lost or become used fraudulently.
- 6) The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 7) The Purchaser is advised that cardlock sites that are at/or near retail sites will not be paying the posted retail price at the site but the actual cardlock price per gallon. The posted price is for cash or credit card purchases only, and not the price of cardlock fueling purchases.
- 8) The Purchaser agrees that they have 30 days from their billing statement date to dispute any charge(s) noted within that statement.
- 9) If there is any change in the ownership of the Purchaser or if substantial assets of Purchaser are sold, the 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. If there are ownership changes made a new application will be filled out reflecting all current company ownership information by Purchaser.
- 10) Purchaser represents that it and any person using the cardlock cards delivered to 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 from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence of misuses of the cardlock system by the Purchaser or any person using the cardlock cards, delivered to the Purchaser hereunder.
- 11) Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however Supplier shall not be responsible for any damage of 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 the Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
- 12) 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.
- 13) In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
- 14) All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's other branch or regional accounts, whether set up now or in the future.

**FOR MAXIMUM SECURITY, DO NOT PUT YOUR PIN# ON OR NEAR YOUR FUELING CARDS.**

15) A \$25.00 handling fee will be charged for all checks returned from the bank for any reason. This charge will be noted on your next statement following the returned check. If two or more checks are returned within a one-year period your account may be cancelled and your access card(s) invalidated.

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**AGREEMENT AND GUARANTY**

"I have made the attached statement for the purposes of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due within 10 days of invoice date. I agree to pay a late charge of 1-1/2% per month (18% per year) or 50¢ minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THIS APPLICATION HEREOF. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of this account. All purchases made on this account will be for commercial use. I agree to all of the terms as outlined above under the Additional Terms of Cardlock Use. In the event of my death, my heirs, executors and administrators shall be bound to this Guaranty until knowledge of such death shall come to the attention of the Credit Manager." Printed Legal Name: X \_\_\_\_\_ Note Photo ID Given/ # / exp: \_\_\_\_\_  
Signed Legal Name: X \_\_\_\_\_ Date: \_\_\_\_\_

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**TRADE REFERENCES-- Required**

- 1.) **Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone #: \_\_\_\_\_  
Fax# \_\_\_\_\_
  
- 2.) **Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone #: \_\_\_\_\_  
Fax# \_\_\_\_\_
  
- 3.) **Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone #: \_\_\_\_\_  
Fax# \_\_\_\_\_
  
- 4.) **Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone #: \_\_\_\_\_  
Fax# \_\_\_\_\_

If you have any questions regarding your application please contact your Pacific Pride Representative at 616-392-7036. Thank you.

Merle Boes Inc  
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**AUTHORIZATION AGREEMENT FOR PREAUTHORIZED (EFT) PAYMENTS**

Company Name: \_\_\_\_\_

Fax: \_\_\_\_\_ Federal ID # \_\_\_\_\_

I (we) hereby authorize **Merle Boes Inc.**, hereinafter called the COMPANY, to initiate debit entries to my (our) Checking account indicated below and the bank depository named below, hereinafter called the DEPOSITORY, to debit the same to such account.

Depository: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Transit/ABA# \_\_\_\_\_ Account# \_\_\_\_\_

Effective Date \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_

*\*Please attach a copy of a voided check.*

This authority is to remain in full force and effect until COMPANY and Depository has received written notification of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name (s): \_\_\_\_\_  
(Please Print)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

## Michigan Sales and Use Tax Certificate of Exemption

DO NOT send to the Department of Treasury. Certificate must be retained in the Seller's Records.

This certificate is invalid unless all four sections are completed by the purchaser.

### SECTION 1: TYPE OF PURCHASE

One-time purchase.

Order or Invoice Number: \_\_\_\_\_

Blanket certificate.

Expiration Date (maximum of four years): \_\_\_\_\_

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

### SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1.  All items purchased

2.  Limited to the following items: \_\_\_\_\_

### SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1.  For Resale at Retailer. Enter Sales Tax License Number: \_\_\_\_\_

2.  For Lease. Enter Use Tax Registration Number: \_\_\_\_\_

The following exemptions DO NOT require the purchaser to provide a number:

1.  For Resale at wholesale

2.  Agricultural Production. Enter percentage: \_\_\_\_\_%

3.  Industrial Processing. Enter percentage: \_\_\_\_\_%

4.  Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization)

5.  Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form)

6.  Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form)

7.  Rolling Stock purchased by an Interstate Motor Carrier

8.  Direct Mail (delivered to multiple taxing jurisdictions - purchases assumes tax payment obligation)

9.  Other (explain): \_\_\_\_\_

### SECTION 4: CERTIFICATION

*I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.*

Type of Business (see codes on page 2)	Business Name
Business Address	City, State, ZIP Code
Business Telephone Number (include area code)	Name (Print or Type)
Signature and Title	Date Signed