

JE Clark II Corp
PO Box 72
Santa Paula, CA 93061
805-525-1525 or 1-866-532-5275

Business Credit Application - Page 1

Name of Firm _____
Billing Address _____
Physical Address _____
Phone _____ Fax _____ Cell _____ email address _____
Type of Business _____ Corp _____ Partnership _____ Sole Proprietorship _____
Federal Tax ID No _____ Date of Establishment _____

****ARE YOU PRESENTLY A PACIFIC PRIDE CARDHOLDER? Yes _____ No _____****

Owners or Officers:

Name	Home Address (City, State, Zip)	Social Security Number	Date of Birth
_____	_____	_____	_____

Accounts Payable Contact: _____
Bank Reference: Name _____

Address _____
Phone _____ Contact _____
Account Number _____ Type: Ck _____ Sav _____

Trade References:

Name _____
Address _____
Phone _____ Account No _____

Name _____
Address _____
Phone _____ Account No _____

Name _____
Address _____
Phone _____ Account No _____

Present Fuel Supplier _____

Have you ever filed for Bankruptcy protection? Yes _____ No _____ If yes, when? _____

I have made the above statements in order to obtain credit. I certify they are true and authorize a credit investigation. Fuel charges are invoiced twice monthly with payment in full due within 15 days. Balances over 30 days will accrue finance charges in the amount of 1 ½% per month (18% annually). In the event that JE Clark II Corp must bring action to recover unpaid amounts from customer, Clark Corp shall be entitled to reasonable attorney and/or collection fees and court costs. Venue for suit, if required, shall be Ventura County

NOTWITHSTANDING THIS ACCOUNT IS ESTABLISHED IN THE NAME OF A BUSINESS, I PERSONALLY GUARANTEE PAYMENT OF THE ACCOUNT (MUST BE AN OWNER, OFFICER OR OTHER AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY)

Signature	Title	Printed Name	Date
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Terms of Use:

1. Account Holder shall be responsible for all purchases made using the cardlock cards issued to the Account Holder, regardless of whether use by person is authorized or fraudulent. The Account Holder will immediately notify JE Clark II Corp at 805-525-1525 or Toll Free at 1-866-532-5275 (24/7) if a card is lost, stolen or misused. **The Account Holder agrees that they, or anyone issued cards under them, will not have the DIN number security access code on or near the card should it become lost, stolen or used fraudulently in any way.**
2. The PrideAdvantage card is, by default, open to the fuelman retail network of fueling locations as well as to Pacific Pride locations. **Due to the many versions of POS software in use at retail locations, we CANNOT guarantee that fuel/product restrictions will work at all retail locations.** Upon request, your cards can be locked out of access to retail locations – should Account Holder choose to leave cards open to retail access, Account Holder agrees to be responsible for any and all charges at a retail location regardless of whether the purchase is authorized or fraudulent.
3. If there is any change in ownership of the Account Holder or if substantially all of the assets of Account Holder are sold, Account Holder shall immediately notify JE Clark II Corp of such sales and JE Clark II Corp shall have a lien on all assets of the Account Holder and a lien on the proceeds of such sales to secure payment of all outstanding sums owed to JE Clark II Corp.
4. Account Holder represents that it and any person using the cardlock cards delivered to Account Holder are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with regulations of the local Fire Code in the handling of fuels dispensed from the cardlock system. Account Holder agrees to indemnify and hold JE Clark II Corp 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 Account Holder or any person using the cardlock system with cards issued to the Account Holder.
5. JE Clark II Corp shall use its best efforts to maintain the cardlock system in good working order and condition at its expense, however, JE Clark II Corp shall not be responsible for any damage or loss which may result in its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Account Holder shall immediately notify JE Clark II Corp of any malfunctioning of the cardlock system of which Account Holder or such person is aware.
6. Account Holders right to purchase fuel through the cardlock system may be terminated immediately upon the breach of any terms hereof or any other agreement with JE Clark II Corp and may be terminated upon notice by either party. Upon termination, Account Holder agrees to surrender all cardlock cards issued to Account Holder and to immediately pay all sums owed to JE Clark II Corp
7. In case of a lost or stolen card, Account Holder shall be responsible for all purchases made with said card for up to 24 hours from the time that JE Clark II Corp is notified.
8. Payments in any form returned by the bank for any reason shall incur a 25.00 handling fee
9. If cardlock cards are invalidated for non-payment, all current, past due and finance charges must be paid before JE Clark II Corp will consider re-instatement of the cards.

Signature/Title

Date