



## Spence/Banks Inc.

d/b/a



PO Box 2009  
Terre Haute, IN 47802-2009  
812-232-3475 800-288-6383 Fax 812-234-2658  
www.automatedfuels.com

Salesperson: \_\_\_\_\_

How did you hear about us: \_\_\_\_\_

**Initial credit amount requested \$** \_\_\_\_\_

If requesting \$10,000 or more we require up to 3yrs of financial statements

### Applicant Information (required)

Legal Business Name \_\_\_\_\_

DBA Name (if applicable) \_\_\_\_\_

Type of Business \_\_\_\_\_ Date Established \_\_\_\_\_

FEIN # (Transport company please also include W-9) \_\_\_\_\_ ICC# \_\_\_\_\_

Street Address \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Business Phone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

How would you like to receive your invoices? (Check one)  Email \_\_\_\_\_  Fax \_\_\_\_\_

**Sales Tax Exempt?** If so include a copy of Sales Tax Exempt Certificate

### Applicant Profile (required)

Check one:  Individual  Proprietorship  General Partnership  Limited Partnership  Corporation  LLC  
 Corporation State \_\_\_\_\_ Date \_\_\_\_\_

#### Principals or Co-Applicants

Name \_\_\_\_\_ Title \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Are You a Subsidiary?  Yes  No If so, Please give the name and address of the Parent Company.  
\_\_\_\_\_

- Yes  No Is the applicant currently involved in a voluntary solvency proceeding?
- Yes  No Has the applicant filed a voluntary insolvency proceeding within the last 14 years?
- Yes  No Is the applicant currently involved in an involuntary solvency proceeding?
- Yes  No Has the applicant filed bankruptcy or bought bankruptcy protection in the last 14 years?
- Yes  No Is the applicant/business entity currently a party to any lawsuit?
- Yes  No Are there any outstanding Judgments against the applicant/business entity?

**\*\*\*If answers to any of the above questions is Yes, Please explain in detail on a separate sheet\*\*\***

Name	Address, City, State, Zip	Phone	Fax	Account #
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Name	Address, City, State, Zip	Phone	Fax	Account #
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Name	Address, City, State, Zip	Phone	Fax	Account #
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**Other Credit References (required)**

Name	Address, City, State, Zip	Phone	Fax	Account #
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Name	Address, City, State, Zip	Phone	Fax	Account #
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Name	Address, City, State, Zip	Phone	Fax	Account #
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**Bank References (required)**

Name	Contact Person	Phone	Fax	Account #
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Name	Contact Person	Phone	Fax	Account #
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Name	Contact Person	Phone	Fax	Account #
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**Payment and Credit Terms**

- Transport deliveries are due and payable within 10 days from date of invoice.
- Tankwagon and Lubricant deliveries are due and payable within 20 days from date of invoice.
- Card lock invoices are due and payable in our office within 10 days from date of invoice. Billing frequency will be weekly, or bi-monthly based on credit history and projected fuel usage.

Any account not paid in full by the 15th day following the due date will be subject to C.O.D. terms at the discretion of Spence/Banks, Inc. Any account not paid in full within 30 days of the invoice date may be permanently closed and may not be reinstated. Spence/Banks, Inc. reserves the right to make changes to payment and credit terms at any time without prior notice.

**Signature Waiver Form**

**\*This form must be filled out if you believe that someone will NOT be present during the delivery of fuel.\***

The customer agrees the driver is authorized to sign for delivery in the event that \_\_\_\_\_ (name printed) is not available. The customer also agrees and understands in the event payment is not received according to the agreed terms, customer is responsible for collection costs, attorney fees, filing fees, and interest.

Signature	Title	Date
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Printed Name \_\_\_\_\_

Person to contact regarding cards \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Anticipated monthly fuel usage in gallons: \_\_\_\_\_ Number of vehicles using cards: \_\_\_\_\_  
Gas Diesel

Current fuel supplier (if any) \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Additional Terms of CardLock Use (This section required if you want fuel cards)**

- 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. Therefore the federal \$50.00 liability limit for credit cards will not apply to these network fueling access cards. 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) Purchaser shall be responsible for all fuel obtained 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 if a card is lost, stolen or misused. The Purchaser agrees that they will not have the PIN#/security access code on or near the card should it become used fraudulently.
- 5) The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 6) 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 of any person using the cardlock cards, delivered to the Purchaser hereunder.
- 7) 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 shall hold Supplier harmless for any and all claims of loss resulting from the cardlock system. 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 of such person is aware.
- 8) 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.
- 9) The card deposit of \$25.00 will not be refunded after 3 (three) years. Normally during that time, cards will be reissued at least once and accounts restructured as business changes. After 3 (three) years there will be a \$2.00 charge per card ordered.

All purchases made on this account will be for commercial use. I/We agree to all of the terms as outlined above under the "Additional Terms of Cardlock Use."

Signed: \_\_\_\_\_ Title \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

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

**Electronic Funds Transfer (EFT) Authorization**

We hereby authorize Spence/Banks, Inc., to initiate debit and/or credit entries to Customer's account indicated below and do further authorize the depository institution named below to debit and/or credit such entries to the customer's account. Drafts will take place on the invoice due date. If the due date falls on a Saturday the draft will be on the Friday, if the due date falls on Sunday the draft will be on Monday.

Depository: \_\_\_\_\_  
Bank Name Phone

\_\_\_\_\_ Bank Account # ABA #

This authorization shall remain in effect until terminated upon thirty (30) days written notice by either Customer or Spence/Banks Oil, Inc. Notice of termination shall in no way affect debit and/or credit entries initiated prior to actual receipts of notice. All credit and other terms and requirements between Customer and Spence/Banks Oil Inc. remain in effect.

\_\_\_\_\_ Authorized Signature Printed Name of Authorized Signature Date

