

# Tropic Oil Company

10002 NW 89<sup>th</sup> Avenue  
Miami, Florida 33178-1409  
Phone (305) 888-4611  
Fax: (305) 887-3166

Date \_\_\_\_\_

## Commercial Customer Information

<b>CORPORATE DATA</b>										
Full Name of Firm							Telephone # ( )			
Mailing Address				City			State		Zip	
Street Address				City			State		Zip	
Home Office Address				City			State		Zip	
Are you presently a Pacific Pride Cardholder? <input type="checkbox"/> Yes <input type="checkbox"/> No				When did you last use your card?						
<b>LEGAL STRUCTURE</b>										
Type of Business				FEDERAL ID#			Telephone # ( )		How long in Business?	
Check Appropriate Box and Provide Information Requested										
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Single Entity Not a Subsidiary <input type="checkbox"/> Subsidiary of Parent Company										
Name of Parent Company				Address						
City				State			Zip			
Please list names and addresses of partners or corporate officers:										
If in business less than one year, please give name, address & length of time of employment for the last five years.										
<b>PERSONAL</b>										
Owner, Manager or Officer				Title			Spouse's Name			
Home Address					City		State		Zip	
Home Phone # ( )		How long?	Buying?		Owning?		Renting?		Social Security #	Date of Birth
Previous Address					City			State		Zip
Name & address of nearest relative not living with you						Relationship		Telephone # ( )		
Have you ever filed Bankruptcy?				When?			Where?			
<b>REFERENCES</b>										
Bank Name & Branch					City			State		
Name of Bank Officer				Account #			Telephone # ( )			
Trade Reference			Address				Telephone # ( )			
Trade Reference			Address				Telephone # ( )			
Current Petroleum Supplier(s)			Address				Telephone # ( )			
Monthly Gallons Estimate Gallons/\$				Number of Vehicles			Number of Drivers			
Person to contact regarding arrangements for cards							Telephone # ( )			
<b>AGREEMENT AND GUARANTY</b>										
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. Billings shall be issued once each month and payment will be due in full within 10 days of invoice date. I agree to pay a late charge of 1½ % per month (18% per year) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.										
Notwithstanding that this account is established in the name of a company. I personally guarantee payment of the account.					SIGNED _____					
All purchases made on this account will be for commercial use.					PRINT NAME _____					
					DATE _____					

# **Tropic Oil Company**

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## ***ADDITIONAL TERMS CARDLOCK USE***

1. Purchases will be for vehicle owned and operated by the purchaser.
2. Minimum purchases of 2,400 gallons per year from all fuel sources is required if CLASS 1 FLAMMABLES (gas) are purchased.
3. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.
4. 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.
5. 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. Purchaser agrees to indemnify and hold Supplier harmless from 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 misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlocks cards delivered to Purchaser hereunder.
6. 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 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.
7. 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.
8. In the event of a 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, 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.
9. In the event that any legal action is required to collect on this account venue for such legal matters will be determined by Supplier.
10. All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all Purchasers' branch accounts whether set up now or in the future.