



1004 Parsons Rd. P.O. Box 1030
 Salisbury, MD 21803-1030
 Phone: 410-546-1215 Fax: 410-546-0757
 website: www.catooil.com

Date _____

COMMERCIAL CUSTOMER INFORMATION

FIRM ADDRESS	Full Name of Firm _____	Phone Number _____	Fax Number _____
	Mailing Address _____	City _____	State _____ Zip _____
	Email Address _____		
	Street Address _____	City _____	State _____ Zip _____
	Home _____	City _____	State _____ Zip _____
LEGAL STRUCTURE	Are you presently a PACIFIC PRIDE cardholder? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide card number and date of last use: _____		
	CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED:		
	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Corporation State _____	Federal ID #: _____	
	<input type="checkbox"/> Single Entity Not a Subsidiary <input type="checkbox"/> Subsidiary of Parent Company	How Long in Business _____	Type of Business _____
	Please list names and addresses of partners or corporate officers: _____		
REFERENCES	Is this a Tax Exempt Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No If tax exempt, please complete this section: Type of tax exempt status: <input type="checkbox"/> Federal #637 <input type="checkbox"/> Diplomatic <input type="checkbox"/> State <input type="checkbox"/> Country <input type="checkbox"/> Local <input type="checkbox"/> School <input type="checkbox"/> 501C-3 Important: A copy of your Federal 637 Tax Exempt Certificate or 501C-3 letter must be returned to process this application.		
	Bank Name and Branch _____	City _____	State _____
	Name of Bank Officer _____	Account Number _____	Telephone Number _____
	Trade Reference _____	Account Number _____	Telephone Number _____
	Trade Reference _____	Account Number _____	Telephone Number _____
Estimated Monthly Fuel Usage _____			
Accounts Payable Contact _____ Telephone Number _____			
Email Address _____			
Person to contact regarding arrangements for cards _____			
Telephone Number _____ Mobile Number _____			
Email Address _____			
AGREEMENT AND GUARANTEE			
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. I agree to pay a late charge of 1-1/2% per month (18% per year) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS HEREOF. All purchases made on this account will be for commercial use.			
SIGNED _____ PRINTED NAME _____ DATE _____			
ADDITIONAL TERMS CARDLOCK USE			
<ol style="list-style-type: none"> Purchases will be for vehicles owned and operated by the purchaser. Minimum purchase of 2,400 gallons per year from all fuel sources is required. 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. 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 outstanding sums owing to Supplier. 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 cardlock cards delivered to Purchaser hereunder. 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. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards 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. In the event of a breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but not expressly 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 1-1/2% month (ANNUAL PERCENTAGE RATE 18%); Purchaser understands and agrees to pay a service charge if a personal check is tendered in payment and that check is returned to Purchaser unpaid for any reason; and Purchaser understands and agrees to pay all costs incurred by Purchaser in collecting Purchaser's account including attorney fees up to 33-1/3% of the amount referred for collection. Supplier reserves the right to charge a service fee per access card per month. Supplier reserves the right to charge a replacement card fee (due to loss or general misuse) for cards reissued within the last 18 month period. A \$35.00 Handling Fee will be charged for all checks returned from the bank for any reason. All terms and conditions of this Agreement and Guarantee are intended to cover Purchaser's account as well as all of Purchaser's branch accounts whether set up now or in the future. In the event that any legal action is required to collect on this account, venue for such legal matters will be determined by Supplier. 			
Authorized Signature _____	Title _____	Date _____	
Approved by: _____ Credit Limit: _____ Comments: _____			

UNLIMITED PERSONAL GUARANTEE

In consideration for extending open account credit terms to _____, the undersigned, jointly and severally, hereby unconditionally guarantees unto Cato, Incorporated, the due and punctual payment of the amounts due, together with any applicable interest, and to become due under said credit terms. Guarantor will pay an additional 15% of the principal balance as attorney's fees if legal action is commenced to enforce or collect on the balance. This guarantee shall be, and is, an open and continuous guarantee without limitation as to credit amount. The undersigned hereby waives presentment, protest, demand and any and all notice of non-payment or default in performance of any or all of the terms and conditions of credit.

I acknowledge that I have received, read and retained a copy of this guarantee; and I hereby request that credit be extended to the _____, in

accordance with the Terms of Credit between Cato Incorporated and _____.

(Print Your Name) Social Security Number Date of Birth

(Signature) (seal) Date

(Print Spouse's Name) Social Security Number Date of Birth

(Spouse's Signature) (seal) Date

State of _____

County of _____

To wit:

On this day _____ day of _____, 20____, before me, the undersigned officer, personally

appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledge that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

My Commission Expires: _____

Notary Public