

# Fuel Express Commercial Fleet Card Application



1. Complete all parts of Section 1.
2. Read the attached Commercial Fleet Card Terms and Conditions ("Agreement") and keep it for your records, along with a copy of this Application.
3. Return completed Application and all additional requested information by fax to 843-884-3250 or mail to: PO Box 896, Mt. Pleasant, SC 29465.

## Section 1 – Business Information

### Company ("Company") Information

*Note: Attach a copy of Company's Business License, Articles of Incorporation/Organization, Certificate of Good Standing, or other applicable Secretary of State filing and financials upon request when submitting this Application.*

ENTITY'S LEGAL NAME  
*(As stated on financial statements)*

FEDERAL TAX ID

DATE COMPANY ESTABLISHED  
*(mm/dd/yyyy)*

DBA OR COMPANY NAME TO BE EMBOSSED ON CARD(S)  
*(Limit to 25 letters and spaces)*

COMPANY PHYSICAL ADDRESS

CITY  STATE  ZIP

COMPANY MAILING ADDRESS

CITY  STATE  ZIP

COMPANY TELEPHONE NUMBER  COMPANY FAX NUMBER

COMPANY WEBSITE ADDRESS

### Contact Information

CONTACT NAME

CONTACT TITLE

CONTACT TELEPHONE NUMBER  EXT

CONTACT FAX NUMBER

CONTACT EMAIL ADDRESS

CONTACT WEBSITE ADDRESS

## Company Statistics

NET ANNUAL SALES

TOTAL ASSETS

ANTICIPATED MONTHLY FUEL CHARGE VOLUME

NO. OF EMPLOYEES

NO. OF COMPANY VEHICLES

NO. OF FUEL CARDS REQUESTED

## Industry Category

TRANSPORTATION  MANUFACTURER  SERVICES  RETAIL

CONSTRUCTION  LANDSCAPE  WHOLESALER  OTHER

*Note: Financial Statements may be requested for certain industry types*

EXPLAIN NATURE & SCOPE OF INDUSTRY

## Type of Organization

CORPORATION (PUBLIC)  CORPORATION (PRIVATE)  CORPORATION (NON-PROFIT)

PARTNERSHIP  SOLE PROPRIETORSHIP  LLC  LLP

GOVERNMENT  OTHER

## Section 2 – Owner, Principal and/or Officer of the Company

### Personal Information

NAME  POSITION/TITLE

SOCIAL SECURITY NUMBER

HOME ADDRESS

CITY  STATE  ZIP

HOME TELEPHONE NUMBER

DRIVER'S LICENSE #

DATE OF BIRTH

(mm/dd/yyyy)

PREVIOUS HOME ADDRESS

CITY

STATE

ZIP

PERSONAL NET WORTH

HAVE YOU EVER FILED FOR PERSONAL BANKRUPTCY?

## Certification

I certify that I am the person named above and the information is true and correct. As a principal of \_\_\_\_\_ I authorize and request Fuel Express to consider my personal credit with this application for my company's account.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## Authorization and Agreement

I, as the above named Authorized Officer, (a) request Fuel Express South, Inc. to issue a fleet card ("Card(s)") and account ("Account(s)") to designated employees/ applicants in the future; (b) authorize Fuel Express South, Inc. to verify my employment and income history and all other information I have provided, and to obtain information about me from other creditors, credit bureaus, third parties, and federal or state records for use in assessing my personal credit worthiness in connection with Fuel Express South, Inc. extension(s) of credit to the Company under the Agreement; (c) agree to be jointly and severally liable to repay any and all transactions charged to any and all Accounts, plus fees and/or other charges, according to the terms of the Agreement; (d) authorize Fuel Express South, Inc. to share information about its experiences with me with Fuel Express South, Inc. affiliates and credit bureaus; and (e) agree that Accounts will be used for business purposes only and not personal, family, or household purposes.

## Section 3 – Authorization and Execution

By signing below, the individual signing this Application in his or her capacity as an authorized signing officer of Company, certifies and warrants that: (a) all action required by Company's organizational documents to authorize the signer(s) to act on behalf of the Company in all actions taken under this Application and the attached Agreement, including, but not limited to, the authority to incur debt on behalf of the Company, has been taken; (b) each signer is empowered in the name of and on behalf of the Company to enter into all transactions contemplated in this Application and the attached Agreement; and (c) the signatures appearing on all supporting documents of authority are authentic. The Company has read, understands and agrees to the Agreement attached to this Application and Fuel Express is entitled to act in reliance upon the authorizations and certifications set forth in this Application.

IN WITNESS WHEREOF, Company has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by \_\_\_\_\_

LEGAL NAME OF COMPANY

(must match name entered under Company Information) \_\_\_\_\_

SIGNATURE

(must match name entered in Section 3) \_\_\_\_\_

PRINTED NAME OF  
OWNER, PRINCIPAL  
AND/OR OFFICER \_\_\_\_\_

PRINTED TITLE OF  
OWNER, PRINCIPAL  
AND/OR OFFICER \_\_\_\_\_

# Electronic Funds Transfer Authorization and Agreement

CUSTOMER

CUSTOMER FEDERAL ID

STREET ADDRESS

CITY  STATE  ZIP

MAILING ADDRESS  
*(if different from street address)*

CITY  STATE  ZIP

TELEPHONE NUMBER  FAX NUMBER

CUSTOMER ACCOUNTING CONTACT

ACCOUNTING CONTACT'S TELEPHONE NUMBER

The above named Customer hereby authorizes Fuel Express South, Inc. to initiate electronic funds transfers ("EFT") from the Bank/Financial Institution named below for the withdrawal of funds ("Debit Entries") to effect payment by Customer for invoices due.

BANK/FINANCIAL INSTITUTION/BRANCH

STREET ADDRESS OR P.O. BOX

CITY  STATE  ZIP

TRANSIT ROUTING NUMBER (ABA)

BANK ACCOUNT NUMBER

BANK CONTACT NAME & TELEPHONE NUMBER

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of the debit entry by notifying my financial institution before the account is charged. If an erroneous entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution if, within 15 calendar days following the date on which I was sent a statement of account or a written notice of each entry or 45 days after posting, whichever occurs first, I give my financial institution a written notice identifying the entry, stating that it is in error and requesting credit back to my account. This Authorization is Non-Negotiable and Non-Transferable.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

## Attach Voided Check

Company, Inc.	1234
	Date _____
Pay to the order of _____	\$ _____
_____	DOLLARS
For _____	_____
123456789 1234567890 1234	

Please fax this form along with a copy of your check to: Vanessa at 1-843-884-3250



CARD	VEHICLE NUMBER NUMBERS ONLY	VEHICLE DESCRIPTION 17 CHARACTERS OR LESS	FUEL ONLY OR FUEL AND OTHER
1			
2			
3			
4			
5			
6			
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# FUEL EXPRESS COMMERCIAL FLEET CARD TERMS AND CONDITIONS

The Commercial Fleet Card Terms and Conditions (hereinafter referred to as the "Agreement") is entered into, by and between Fuel Express South, Inc. ("Fuel Express") and the entity that signed the Application as "Company" for the establishment of a Fleet Card Program. This Agreement supersedes any previous and like agreements with Company.

## 1. EFFECTIVE DATE.

The Agreement shall not become effective until Fuel Express has (a) approved the credit worthiness of Company; and (b) approved the Company's Application. Upon approval of the conditions precedent by Fuel Express, the "Effective Date" shall be the date this Agreement is signed by Company.

## 2. SCOPE OF FLEET CARD PROGRAM.

The "Fleet Card Program" includes transaction processing, reporting and payment systems with respect to purchases of motor fuels and other products and services by commercial and government organization fleet vehicle operations. Upon approval, as indicated above, Fuel Express will issue Cards and establish related Accounts for the Company, and those of its subsidiaries or affiliates that Company may designate to Fuel Express in writing while this Agreement is in effect and that Fuel Express approves as participant(s) ("Participant" and/or "Participants"). Company shall furnish a list, in writing, to Fuel Express designating such Participant(s) and legal business name(s), if business activities are conducted under a name other than Company's. Company shall have the right to exclude any Participant(s) from the Fleet Card Program upon written notice to Fuel Express. Company and/or authorized Participant(s) shall designate employees to Fuel Express that should receive cards ("Cardholders") and/or be issued Account numbers. Company shall be responsible for selecting personal identification number(s) ("PIN(s)"), driver identification number(s) ("Driver ID(s)") or vehicle identification numbers ("Vehicle ID(s)") pursuant to the Fleet Card Program. Unless Fuel Express notifies Company to the contrary, or a Card has been terminated as provided herein, all Cards will be cancelled upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. "Account" means any account established by Fuel Express pursuant to this Agreement in the name of Company, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.

## 3. LIABILITY.

Company, Owner, Principal and/or Officer shall be liable for all Debt incurred or arising out of the use of a Card and/or Account of Company, Participant or any Cardholder. "Debt" means all amounts charged to an Account, including, without limitation, all purchases, fees, Finance Charges, and other charges or amounts due that are owed to Fuel Express by Company, its Owner, Principal or Officer, affiliates, Participants, and/or Cardholders. Company and the Owner, Principal and/or Officer are jointly and severally liable to Fuel Express for all Debt.

## 4. PRICING.

Fuel Express shall establish fees to be charged pursuant to this Agreement from time to time. Failure of Fuel Express to apply any fee or charge outlined in this Agreement at any time does not preclude Fuel Express from ever applying such fee or charge. Fuel Express reserves the right to change pricing from time to time throughout the term of this Agreement.

## 5. CONFIDENTIALITY.

Fuel Express considers the Fleet Card Program to be a unique service involving proprietary information of Fuel Express. Company agrees that the Fleet Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Company, and only to the extent necessary for Company to participate in the Fleet Card Program. Fuel Express agrees that it will maintain all non-public data relative to Company's Account(s) under the Fleet Card Program as confidential information and Fuel Express agrees to use such data regarding Company exclusively for the purpose of providing services to Company hereunder and not to release such information to any other party except its agents; provided, however, that Fuel Express must disclose transaction information to merchants and third party processors. If Company participates in the Fleet Card Program through a third party, Company consents to Fuel Express sharing certain customer, transaction, and volume information with such third party. Fuel Express may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Company. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any party, or agent not essential to participation in the Fleet Card Program.



## 6. TERM, TERMINATION AND SUSPENSION.

This Agreement shall remain in full force and effect from the Effective Date of this Agreement, and shall continue thereafter until terminated by Company or Fuel Express. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party upon any one (1) or more of the following events: (i) dissolution or liquidation of the other Party, or Parent thereof, if applicable; (ii) insolvency of the other party or Parent thereof, if applicable, or the filing of a bankruptcy or insolvency proceeding by the other party, the appointment of a receiver or trustee for the benefit of creditors of the other party or if the other party enters into an agreement with its creditors; (iii) any material and adverse change in the financial condition of the other party; or (iv) any failure by the other party to perform a material obligation of this Agreement.

Upon termination of this Agreement for any reason, Company shall ensure destruction of all Cards and return all confidential information of Fuel Express to Fuel Express. Company, and Owner, Principal or Officer, if applicable, shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.

Fuel Express shall have the right to suspend any and all services and Debt to Company under this Agreement in the event that: (i) Company has breached any term of this Agreement or (ii) an Account becomes delinquent. An Account will become Delinquent unless Fuel Express receives the Balance on or before the Due Date. Court costs plus reasonable attorney's fees (to the extent permitted by law) may be added to any delinquent balance referred to an attorney for collection. In addition, Fuel Express shall charge 1.5% per month (18% per annum) for any charge which is not paid in accordance with the terms on the Statement sent to the Company.

Rights, Debts or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

## 7. INDEMNIFICATION.

Company shall indemnify and hold Fuel Express harmless against all losses, damages, costs, expenses and liability which may result in any manner from any negligent or wrongful act or omission of Company, Participants, its agents, employees and subcontractors. Company and Participants shall indemnify and hold Fuel Express harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright, or other proprietary right arising out of or incident to this Agreement.

## 8. LIMITATION OF LIABILITY.

**In no event shall Company, Participant(s), Fuel Express, or any affiliate of Fuel Express be liable to the other party for any consequential, special, indirect, or punitive damages of any nature.**

## 9. WARRANTIES.

The parties agree that the failure of any of the representations and warranties contained in the Application to be true during the term of this Agreement shall constitute a material breach of this Agreement and Fuel Express will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. FUEL EXPRESS HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO GOODS AND SERVICES PURCHASED WITH ITS CARDS AND/OR ACCOUNTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty and damages disclaimer shall apply whether Fuel Express acts as card issuer, arranger of third party credit, or otherwise.

## 10. CHANGE IN TERMS OF THE AGREEMENT.

Fuel Express may change the terms of this Agreement at any time by giving Company notice of such change. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Company does not accept the changes, Company must notify Fuel Express in writing within five (5) days after the date of the notice that Company refuses to accept the changes and elects to terminate this Agreement. Should Company elect to terminate this Agreement pursuant to this Section, all outstanding Debt shall become due and payable by Company to Fuel Express according to the terms of the existing Agreement. Company will also be responsible for ensuring the destruction of all Cards.

#### 11. REGISTERED MARKS AND TRADEMARKS.

Company has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by Fuel Express.

#### 12. NOTICES.

Except with respect to notices relating to the status of individual Cards which may be established in writing between Fuel Express and Company and a Participant, all notices, requests and other communication provided for hereunder must be directed to Company at the address on the Application and to Fuel Express at 3044 Hwy. 17 North, Suite A, Mt. Pleasant, SC 29466. Unless otherwise specified herein, requests and other communications provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by Fuel Express. Either party may, by written notice to the other, change its notification address.

#### 13. GOVERNING LAW.

The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of South Carolina (without giving effect to the conflict of law principles thereof) and applicable federal laws.

#### 14. EMPLOYMENT OF AGENTS.

Fuel Express may, in its sole discretion, employ affiliates or subsidiaries of Fuel Express as agents to perform part or all of its Debt under this Agreement at any time without consent of Company; provided, however, that such action shall not affect its Debt to Company hereunder.

#### 15. COMPANY CONTACT.

The Company Contact listed on the Application is authorized to provide Fuel Express with the information necessary to establish the Account records and Cards, including, but not limited to, PINs, Vehicle IDs, Driver IDs, and related information. Fuel Express is authorized to send all Account information and Cards produced to the Company Contact's attention. Company may, at any time, by written notice to Fuel Express, change its Company Contact or designate a different Company Contact than is listed on the Fleet Card Application.

#### 16. ASSIGNMENT.

This Agreement and any and all rights and Debt associated with the same may be assigned without prior notice to Company. All of Fuel Express's rights under this Agreement shall also apply to any assignee of this Agreement. Company may not assign or transfer this Agreement or any rights or Debt hereunder, by merger, of law, or otherwise, without the prior written consent of Fuel Express.

#### 17. CUSTOMER SERVICE.

Company may contact Fuel Express at 843-881-9676, Monday through Friday between the hours of 8 am and 5pm EST.

#### 18. SEVERABILITY.

Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.