

## APPLICATION FOR INDIVIDUAL CHARGE ACCOUNT

#### Credit Requested: \$\_

					Br	anch /Locatio	on v	where Fuel/	Serv	vices will be	pur	chased (Chec	<u>k a</u>	<u>ll that apply)</u>
Account Type?	Type of Fu					Aniak		Galena		Juneau		McGrath		St. Mary's
Freight	□ HF#1	Unlead		1		Bethel		Glennallen		Kenai		Nenana*		Talkeetna
□ Fuel	$\square HF#2$	AVGas	_	Bulk		Delta Junction		Hooper Bay		Ketchikan		Nome		Valdez
	Diesel	Jet A		Other		Fairbanks		Iliamna		Kotzebue		Palmer		Wasilla

### <u>APPLICANT INFORMATION</u> (Please Print Legibly)

Full Legal Name:	Date of Birth:		Social Security No.	
Drivers License No. / State:	Home Phone:		E-Mail:	
Ship To / Physical Address:		City:	Zip:	
Billing / Mailing Address (if different):		City:	Zip:	
Prior Physical Address: City:		Zip:	How long?	
Present Employer:		How Long?	Position:	
Employer's Address:	City:	Zip:	Work Phone:	
Former Employer (within last 2 years):		How Long?	Position:	
Former Employer's Address:		City:	Zip:	
Estimated Annual Income:		Other Income*:		

## JOINT APPLICANT INFORMATION

Full Name:		Date of Birth:		Social Sec	curity No
Drivers License No.	State:		E-Mail A	ddress:	
Present Employer:		How Long?		]	Position:
Employer's Address:		City:		Zip:	Work Phone:
Former Employer (within last 2 years):		Hov	w Long?		Position:
Former Employer's Address:		Cit	y:		Zip:
Estimated Annual Income:		(	Other Income S	Source*:	

# \*Alimony, child support or spousal maintenance may be included at the option of the Applicant if Applicant desires such amounts to be included in the determination of Applicant's creditworthiness.

Each person signing this application ("Applicant") submits this Charge Account Application ("Application") to CPD ALASKA, LLC and requests that CPD ALASKA, LLC ("Crowley", "Taku Oil" or "Anderes Oil") establish a charge account for Applicant under the terms of the attached Charge Account Terms and Conditions. All information provided in this Application is for the purpose of obtaining credit. Each Applicant hereby authorizes CPD ALASKA, LLC to investigate all references and customary credit information sources, including consumer credit reporting repositories, regarding such Applicant's credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Each Applicant personally represents and warrants that the information contained herein or otherwise supplied by Applicants to CPD Alaska, LLC in connection with this Application is true and accurate. EACH APPLICANT HAS READ AND AGREES TO THE FOREGOING AND THE ATTACHED INDIVIDUAL CHARGE ACCOUNT TERMS AND CONDITIONS.

Applicant Signature:	_Print Name:	Date
Applicant Signature:	_Print Name:	Date

CROWLEY CrowleyFuels.com	CPD Alaska, LLC. 201 Arctic Slope Avenue, Anchorage, AK 99518 Phone: 907.777.5939 or 777.5504 Toll free: (866) 770-5587
MAN. N	Fax: 907-777-5553
DELIVER	Y AUTHORIZATION www.cpdalaska.com
<b>TYPE OF FUEL:</b> please indicate which product applies:	Heating OilPropane
HEATING OIL INFORMATION:	
Tank Size: gals Underground or Above No   Tank Size: gals Underground or Above No	ote:
If your domestic water pre-heated by your heating system?	Y or N (circle one)
KEEP FULL SERVICE: OR WILL CALL (ch	neck one)
PROPANE INFORMATION:	
Tank Size: please circle one:	CPD Alaska, LLC owned OR Customer Owned
KEEP FULL SERVICE:	OR WILL CALL
Delivery Location (physical address):	
Directions:	

Please send completed credit applications to:

### **AUTOMATIC DELIVERY SERVICE AUTHORIZATION**

I/We agree that Crowley shall be responsible for damage resulting from its failure to deliver fuel, or for an inadequate supply of fuel, when it is the result of Crowley's negligence. Without limiting the foregoing, Crowley shall not be liable for any damages resulting from Customer's negligence for Customer's failure to inform Crowley of significant changes in fuel consumption at least 30 days in advance.

Customer Name (printed):	_Title:
Signature:	Date:

## AUTOMATIC DELIVERY SERVICE CANCELLATION

In the event I/we desire to terminate Automatic Delivery Service with Crowley effective upon receipt by Crowley.

Customer Name (printed):	Title:
Signature:	Date:

Signature:



## INDIVIDUAL CHARGE ACCOUNT TERMS AND CONDITIONS

These Individual Charge Account Terms and Conditions ("Terms and Conditions") govern any charge account established by CPD ALASKA, LLC for Applicant(s). **READ THEM CAREFULLY.** Each Applicant agrees as follows:

1. CPD Alaska, LLC is under no obligation to establish a charge account for Applicant, and no charge account will be established unless and until this Application is approved in a writing signed by CPD Alaska, LLC. The limit on any charge account established for Applicant will be such amount as CPD Alaska, LLC may set in its sole discretion, and CPD Alaska, LLC may at its sole discretion change that limit at any time and from time to time. CPD Alaska, LLC may at its sole discretion and at any time terminate any charge account established for Applicant.

2. Unless CPD Alaska, LLC otherwise agrees in writing, Applicant shall not exceed the credit limit set by CPD Alaska, LLC for any credit account established for Applicant.

3. Applicant authorizes CPD Alaska, LLC to utilize consumer credit reporting agencies to obtain reports on Applicant in connection with this Application and from time to time in connection with the review of any charge account established for Applicant. As a condition to evaluating this Application, and so long as Applicant has a charge account with CPD Alaska, LLC, Applicant shall provide CPD Alaska, LLC with such financial information as CPD Alaska, LLC may from time to time request, including without limitation an income statement and balance sheet. Applicant authorizes CPD Alaska, LLC and CPD Alaska, LLC's parent, subsidiary, and affiliated companies to investigate, verify, acquire, retain, and use for CPD Alaska, LLC's internal purposes any and all information provided by Applicant in connection with this Application and any and all other information received by CPD Alaska, LLC from whatever source relevant to this Application or any charge account established for Applicant.

4. Applicant will have a continuing obligation to amend and/or supplement the information provided by Applicant in or in connection with this Application as necessary to update or correct any previously-supplied information that has changed or become misleading in any material respect. CPD Alaska, LLC shall have a continuing right to investigate and verify all information provided by Applicant. Notwithstanding such right, Applicant shall promptly notify CPD Alaska, LLC of any material change in Applicant's financial condition, and failure to so notify CPD Alaska, LLC shall be a material breach of these Terms and Conditions.

5. If a charge account is established for Applicant, Applicant authorizes CPD Alaska, LLC to disclose information concerning such charge account to credit agencies and other proper recipients.

6. Applicant(s) agrees to defend, indemnify and hold harmless CPD Alaska, LLC and its shareholders, employees, officers, directors, agents, parent and subsidiary and affiliated corporations, subcontractors, attorneys, insurers, successors and assigns, and all third persons furnishing information in connection with this Application or any charge account established for Applicant, from all claims, damages, expense or liability arising out of (1) the investigation, verification, acquisition, retention, or use by CPD Alaska, LLC or CPD Alaska, LLC's parent or subsidiary or affiliated corporations of information in or in connection with this Application or any charge account established for Applicant; (2) the furnishing by third persons of information in connection with this Application or any charge account established for Applicant; or (3) the disclosure to credit agencies or other proper recipients of information concerning any charge account established for Applicant.

7. Applicant agrees to pay for all fuel or other goods and services (collectively "Product") purchased from CPD Alaska, LLC in accordance with such terms as are hereafter imposed by CPD Alaska, LLC in connection with the sale of such Product. Without limiting the foregoing, Applicant shall be unconditionally responsible for all charges for Product for which credit has been extended to Applicant.

8. If a charge account is established for Applicant, then so long as Applicant does not exceed Applicant's credit limit and is not otherwise in default of any Obligations (defined below) to CPD Alaska, LLC, and unless CPD Alaska, LLC imposes different terms in connection with the sale of Product, Applicant will not be required to pay for Product at the time of sale. Applicant will be invoiced monthly for all purchases made on Applicant's charge account, and Applicant shall pay the entire amount of such invoice within thirty days from the date of such invoice, without deduction, setoff, or counterclaim of any kind. In the event payment is not received by CPD Alaska, LLC as and when required under these Terms and Conditions, and in addition to any other rights and remedies CPD Alaska, LLC may have by reason of Applicant's default, CPD Alaska, LLC may at its option, charge interest on all amounts due from Applicant at the lesser of 1.5% per month or the maximum rate of interest allowed by law. A \$25 fee will be added to all account balances for each returned check.

9. All payments by Applicant to CPD Alaska, LLC may be applied by CPD Alaska, LLC to any amounts owed by Applicant, regardless of when such amounts were incurred, and regardless of any contrary intent by Applicant at the time of payment. At any time that CPD Alaska, LLC owes credits, refunds, or other amounts to Applicant, such amounts may be recouped and offset against any amounts owed by Applicant to CPD Alaska, LLC, regardless of whether the amounts owed by CPD Alaska, LLC arose of the same transaction as the amounts owed by Applicant.

10. In the event Applicant fails to pay for amounts owing on any charge account established for Applicant as and when such amounts are due, then in addition to any other rights or remedies CPD Alaska, LLC may have under these Terms and Conditions or any other agreement with Applicant or at law or in equity: (a) Applicant shall pay all attorney fees and other costs of collection incurred by CPD Alaska, LLC, and such amounts shall be added to the principal balance owing on Applicant's charge account; and/or (b) CPD Alaska, LLC may declare Applicant's entire account balance to be immediately due and payable; and/or (e) CPD Alaska, LLC may terminate Applicant's charge account; and/or (f) CPD Alaska, LLC may refuse to sell any further Product to Applicant.

11. CPD Alaska, LLC may choose not to exercise or to delay enforcement of any of its rights under these Terms and Conditions without losing them. CPD Alaska, LLC may waive credit limits, payment due dates, or any other provision of these Terms and Conditions, but any such waiver (even if repeated) shall apply only to the provision waived and only to those occasions on which the waiver is granted, and shall not establish a course of dealing or of performance on any other occasion.

12. This Application, including these Terms and Conditions, and any credit extended to Applicant shall be governed by, construed and enforced in accordance with the laws of the State of Alaska, and Applicant agrees that jurisdiction and venue in any suit arising out of or relating to this Application or any credit extended to Applicant shall be exclusively in the state or federal courts at Anchorage, Alaska.