



WOLF DEN

Wolf Den & Cougar Den Fleet Card Application



COUGAR DEN

COMPANY / CUSTOMER INFORMATION

LEGAL BUSINESS NAME / CUSTOMER NAME (Include DBA)		FEDERAL TAX ID / SSN #	ATTACH TRIBAL ENROLLMENT CARD IF APPLICABLE	
ADDRESS		CITY	STATE	ZIP
PHONE	E-MAIL	FAX		
CHECK ONE	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> PROPRIETORSHIP	<input type="checkbox"/> LLC
YEARS IN OPERATION		DESIGNATED CUSTOMER CONTACT:		

CREDIT APPLICATION

PRODUCT(S): Gas Diesel Lubes/Chem Propane MONTHLY CREDIT REQUESTED: \$ _____ ESTIMATED MONTHLY GALLONS: _____

FOR PERSONAL ACCOUNTS, PARTNERSHIPS, AND SOLE PROPRIETOR ACCOUNTS:

Owner's Name(s) (1) _____ (1) Phone _____
 (2) _____ (2) Phone _____
 (3) _____ (3) Phone _____

Owner's Address (1) _____
 (2) _____
 (3) _____

TRADE REFERENCES

Company Name: _____ Contact: _____ Phone: _____ Email: _____
 Company Name: _____ Contact: _____ Phone: _____ Email: _____
 Company Name: _____ Contact: _____ Phone: _____ Email: _____

I/We certify that the information provided herein is truthful, accurate, and provided voluntarily. I/We therefore authorize named creditor to investigate my/our creditworthiness, credit history and financial responsibility through any credit bureau or by any other reasonable means, including direct contact with past and present creditors. I/We also authorize banks, the trade references listed above, and other financial institutions to give information to Fleet Card Issuer in connection with this transaction and my/our savings, checking accounts, and loans. If credit is extended as a result of the application, I/We agree to be bound by the Terms and Conditions listed on page two.

Authorized By (*Printed name*): _____ Signature: _____ Title: _____ Date: _____

CONDITIONS

By receiving these cards and signing this form, you agree to the following conditions and parameters:

- 1) Company/Customer agrees to pay any balance owed for Transactions on each Card or Account.
- 2) In the event that Company/Customer or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company/Customer would like to terminate an Account User, Issuer must be immediately notified by calling 509-874-2181.

To report lost or stolen cards contact one of the following people:

Office- 509-874-2181 (8:00 AM - 4:00 PM)
 John Schab - 509-832-3131 (After Hours)
 Joel Smith - 509-877-2552 (Wolf Den)
 Maria Guzman - 509-874-2090 (Cougar Den)

Terms and Conditions

☐ COMPLETE ALL FIELDS

Open Credit will NOT be approved without a complete application.

Terms and Conditions of Credit and Product Sales

As an authorized representative of the customer or business identified herein ("Customer"), Customer agrees as follows:

1. EXTENSION OF CREDIT. In consideration of any extension of credit, Customer agrees to the terms hereof and to the conditions of sales set forth on each invoice. Each Customer further agrees to reimburse the Issuer for any bank charges or transaction-handling fees, including fees resulting from a payment being returned as "Not Sufficient Funds." Unless otherwise stipulated by a written contract with the Issuer, each Customer also agrees that costs of collection of past due accounts, including attorneys' fees, legal costs, and finance charges at a rate equal to the lesser of the maximum rate permitted by law or 1 ½% of the unpaid balance of the invoice price per month, commencing thirty (30) days after the due date, will be added to any past due account balance.

2. PAYMENT TERMS. Payment terms for all product sales are Net 30 unless Customer is granted a credit line with different payment terms as set forth on each invoice. The granting of credit with different payment terms is not an agreement or promise to extend credit or payment terms indefinitely, and issuer may, for any reason and without notice, reduce or terminate the payment terms and credit line granted Customer, and declare any amount then owed immediately due.

3. ELECTRONIC FUNDS TRANSFER. Customer's execution of this Agreement shall serve as Customer's consent and authorization following default in any payment when due, for issuer to effect a direct, Electronic Funds Transfer from any bank, savings, and loan, or other account under the control of Customer directly to the issuer's bank. By execution of this Agreement, Customer agrees to indemnify and hold harmless any depository holding funds under the control of Customer which transfers to the issuer.

4. LIMITATION OF LIABILITY. Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's negligence or willful misconduct. Issuer's liability under this Agreement shall be limited to actual damages incurred by Customer as a direct result of Issuer's negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: (i) all fees paid by Customer to Issuer under this Agreement prior to the date when any claim is made against Issuer; plus (ii) all other revenue earned by Issuer for all Transactions made in the 12 months prior to the date of any claim made against Issuer. In no event will either party be liable for incidental, special, consequential or punitive damages and, any right or claim to either is expressly and unconditionally waived.

Except as otherwise required under law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased on credit through Issuer.

5. DISCOUNTS/REBATES. You may be offered discounts and/or rebates by participating in this card program from time to time. Such discounts and/or rebates may be suspended, modified or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to maintaining your account in good standing, will apply and be provided to you when such offers are made.

6. RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Issuer and Customer. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

7. DEFAULT. If Customer Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. In the event of default and hiring of a third-party collector, the customer will be responsible for paying the collection agency fees up to, but not exceeding 35% of the debt. Upon default of payment, applicant agrees to pay collection costs and reasonable attorney fees that may be incurred.

8. NOTICE. Any notices required or permitted to be given hereunder by Customer shall be given in writing and shall be delivered (a) in person at Issuer's address below, or (b) by certified mail, postage prepaid, return receipt requested to P.O. Box 669, White Swan, WA 98952. Issuer may provide notice of termination upon oral or written notice to Customer.

9. GOVERNING LAW AND VENUE. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Yakama Nation, without regard to choice of law principles of that or any other jurisdiction. Venue for any such dispute shall be in Yakama Nation Tribal Court.

10. SEVERABILITY AND WAIVERS. If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect. Failure of either party to exercise any of its rights under this Agreement in a particular instance will not be construed as a permanent waiver of those rights. The parties agree voluntarily, intentionally and irrevocably to waive all right to trial by jury in any proceeding instituted in any court, arising out of this Agreement, Customer's application for credit, or any related documents. Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

PERSONAL GUARANTY

In consideration of the extension of credit to the above-named applicant, and to induce the extension of credit, the undersigned do(es) hereby personal guaranty as an individual and not in his/her corporate capacity to Companies (hereafter called Company) the prompt payment when due of every claim, account, past due service charge or money due which may currently exist and/or hereafter arise in favor of the Company against the purchaser named. This is a continuing guaranty and shall remain in force until revoked by me (us) by notice in writing to the benefit of, as the circumstances may require, not only to the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns, as well. This obligation shall cover the renewal of any claim, account, or money due guaranteed by this instrument or extension or time payment thereof and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. Company may release one or more guarantors, add, or reduce the interest charged to applicant and add to or reduce the credit limit of applicant without affecting the obligation of guarantor(s). The undersigned further agree(s) to pay all reasonable collection agency, attorney and/or courts costs whether action is instituted for collection thereof, and if action is instituted for collection, such reasonable attorney fees as the court may award, including any attorney fees on appeal. I/we agree that jurisdiction and venue for any suit or action to enforce the terms of this agreement shall be brought in Yakima County. The undersigned consent(s) to Company obtaining their consumer credit report for the purpose of evaluating credit worthiness in connection with this credit application."

OWNER SIGNATURE		PRINTED NAME	
TITLE	CUSTOMER (LEGAL BUSINESS NAME)	DATE	

***You can email completed form to: john@ramseycompanies.com