



TCH LLC  
 4185 Harrison Blvd Ste 202  
 Ogden UT 84403  
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# TCH EXPRESS FUEL CARD CREDIT APPLICATION FORM

The Gas Card for Local Corporate Drivers

- No fees in local area
- Flexible purchase controls
- Online account access
- Customized reports
- Cash price on fuel
- No annual fee

## Company Information

Company Name as it should appear on the face of your cards. Limited to 25 characters, including spaces.

Customer Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Physical Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Customer Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Indicate Organization Type:  Proprietorship  Partnership  Owner/Operator  LLC  Corporation  Other \_\_\_\_\_

How long in business? \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_ Dun & Bradstreet No. \_\_\_\_\_ Dun & Bradstreet Rating \_\_\_\_\_

If a subsidiary, please list parent corporation \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

## Company Officers, Partners, Principals, or Proprietors

Representative Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

Representative Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

## Credit Information

1. Submit financial statements. Financial statements are required for companies who purchase more than 1,000 gallons/5,000 litres per month.
2. Complete and return the Personal Guarantee Agreement.
3. In the absence of sufficient information for credit approval, will an officer of this company provide a letter of credit or other form of security?  Yes  No
4. Estimated monthly fuel purchases from all suppliers: \$ \_\_\_\_\_ Gallons or \_\_\_\_\_ Litres

## Bank and Trade References

Bank Reference _____	Current Petroleum Supplier _____	Other Supplier Name _____
Account Number _____	Account Number _____	Account Number _____
Contact _____	Contact _____	Contact _____
Telephone Number _____	Telephone Number _____	Telephone Number _____

## Payment Method

<p><b>Security Deposit</b>          Security deposit must be amount of credit line needed.          Deposit amount: \$ _____</p> <p><input type="checkbox"/> EFT* <input type="checkbox"/> Wire  <input type="checkbox"/> Daily <input type="checkbox"/> Weekly  <input type="checkbox"/> Twice Weekly  <input type="checkbox"/> Weekly</p> <p><small>*EFT is an Automatic Withdrawal and requires completion of the EFT Form</small></p>	<p><b>Draw Down</b>          Debit account. Prepay in advance.</p> <p><input type="checkbox"/> Bank Wire <input type="checkbox"/> Bank ACH Credit  <input type="checkbox"/> Western Union <input type="checkbox"/> TAB Book Transfer</p> <p><small>\$100 deposit required to activate.</small></p>	<p><b>Open Line of Credit</b>          Line of credit is subject to credit approval.          Credit line requested: \$ _____</p> <p><input type="checkbox"/> EFT* <input type="checkbox"/> Wire  <input type="checkbox"/> Daily <input type="checkbox"/> Weekly  <input type="checkbox"/> Twice Weekly  <input type="checkbox"/> Weekly</p> <p><small>*EFT is an Automatic Withdrawal and requires completion of the EFT Form</small></p>
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## Account Setup

Number of Cards Desired \_\_\_\_\_ Number of Vehicles \_\_\_\_\_ Identify your area of travel by state and province \_\_\_\_\_

Applicant hereby requests and authorizes all references to release credit information to TCH, and authorizes a credit report for any corporation, corporate officer, partner, or owner to be issued to TCH. By signing, applicant authorizes TCH to process or otherwise manage credit transaction information in any matter deemed appropriate by TCH. Applicant represents that he/she has received, read, and agreed to be bound by all terms, conditions, and agreements contained in this credit application attached hereto and as amended from time to time. Applicant understands that applicant may be required to furnish TCH a personal guarantee, a letter of credit, or other security in an amount designated by TCH to secure applicant's line of credit with TCH.

Signature of Authorized Signer \_\_\_\_\_ Title \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## TCH Express Fuel Card Agreement

**General:** This Agreement (the "Agreement") governs the use of all TCH Express Fuel Credit/Debit Cards (the "TCH Card") provided to the Applicant (as defined in the TCH Express Fuel Application) by TCH LLC ("TCH"). Upon submitting an Application to TCH, Applicant agrees to be bound by the terms of this Agreement and all credit terms approved by TCH. The TCH Card may be used to purchase motor fuels and other authorized goods and services from TCH affiliates located throughout the United States and Canada.

**Express Fuel Card Application:** Applicant authorizes TCH to request any information and to make whatever inquiries TCH considers necessary and appropriate, including obtaining information from third parties and requesting reports from reporting agencies for the purpose of considering Applicant's Application and subsequently in connection with any updates, renewals, extensions of credit, or reviewing or collecting or enforcing TCH's rights under this Agreement. Applicant authorizes TCH to investigate and verify all information provided by Applicant, and Applicant authorizes and directs each and every reference, bank, lending institution, credit company, or other person named by Applicant to provide to TCH any and all information requested by TCH (collectively, the "References") relating to Applicant's business and credit relationship with the References. Applicant hereby agrees to defend, indemnify and hold harmless TCH and the References from any claim, liability, suit, cost and/or damages arising from (i) TCH's use of any information obtained from this Application or from the References and/or (ii) any omission, act, misrepresentation or negligence of Applicant. Applicant represents and warrants to TCH that all information provided by Applicant in this Application and any updates are true and accurate in every respect. Applicant understands that TCH will rely on the information made in this Application and in updates, as an inducement to TCH to issue credit to Applicant and to enter into this Agreement. Failure on Applicant's part to disclose complete and accurate information shall be a breach of this Agreement, and may result in its termination. **APPLICANT UNDERSTANDS THAT ANY MISREPRESENTATION OR OMISSION MAY, IN THE SOLE AND ABSOLUTE DISCRETION OF TCH, VOID THIS AGREEMENT.**

**Use of Information About Applicant:** Applicant authorizes and directs TCH to furnish information about the Applicant and Applicant's TCH Card usage to TCH and its affiliates for use in connection with the TCH Card program, including to create and update customer records and to provide Applicant with notices of special promotions, catalogs and tailored programs.

**Fees and Payments:** Applicant agrees to pay TCH any and all charges, including without limitation, the gross sales price of all goods and services purchased by any user of the TCH Cards issued to Applicant, including any and all taxes, surcharges, fees, assessments, and customer service assistance fees and any other charge reasonably determined by TCH to be imposed on Applicant. Applicant further agrees to pay applicable transaction fees for purchases made outside the preferred network agreed upon between Applicant and TCH. Time is of the essence for payment. Applicant further agrees to pay interest, upon demand, both pre-judgment and post-judgment, on any credit balance from the date due at the highest rate permitted by law or 21 percent per annum, whichever amount shall be less.

**Responsibility of Ownership of Cards and Authorized Use:** The TCH Cards issued to Applicant pursuant to this Agreement shall at all times be and remain the property of TCH. Applicant shall be responsible for the TCH Cards issued to Applicant and shall return to TCH such individual TCH Cards as are canceled or revoked upon the cancellation or revocation thereof, from time to time, and all other Cards issued to Applicant immediately upon the termination of this Agreement by either party. Applicant shall not make or allow its agents or employees to make purchases using a TCH Card in excess of the limitations approved by TCH. Nothing contained in this paragraph or elsewhere in this Agreement shall be construed so as to relieve Applicant of any obligation to pay for goods and services charged, or other fees assessed, on Applicant's TCH Express Fuel account.

**Unauthorized Purchases:** Applicant shall be responsible to pay TCH for all fuel, goods, and services purchased with all TCH Cards issued to Applicant whether the purchases made are by persons authorized by Applicant to utilize Cards issued to Applicant or not; provided, however, Applicant shall not be required to pay for any fuel, good, or services purchased with Applicant's TCH Cards more than one (1) hour after Applicant notifies TCH that the Applicant's TCH Card has been lost or stolen, that Applicant has withdrawn authorization of a cardholder to use the TCH Card, that Applicant desires to cancel the applicable TCH Card or that Applicant desires to terminate this Agreement. Notification that a TCH Card has been lost, stolen, or that it may be or has been used without authority of the Applicant shall be made by calling Applicant's personal Account Manager at TCH at 1-888-824-7378 ext. 2553.

**Collection and Attorneys Fees:** In the event TCH consults or engages an attorney or collection agency to collect any delinquent balance, as determined by TCH, to enforce its rights under this Agreement, Applicant agrees to pay all fees so expended, to the extent they are reasonable, together with all costs and expenses of collection and litigation. For purposes of this Agreement, "costs and expenses of collection and litigation" may include without limitation collection fees in the amount of one-third of the outstanding bill, which may be added by the collection agency at the time of referral of the account should TCH choose to refer the account to a collection agency.

**Termination:** This Agreement may be terminated by either party at anytime as follows: **BY APPLICANT:** Applicant may terminate this Agreement by delivering written or telephonic notice to TCH at any time. **BY TCH:** TCH reserves the right and privilege to terminate this Agreement, to revoke or suspend Applicant's charge privileges, to take any action or pursue any claim allowed by law, to interrupt or terminate any and all services provided by TCH to Applicant at any time without notice and/or to amend this Agreement at any time. Termination, revocation, or suspension of this Agreement shall not affect Applicant's obligation incurred hereby to pay for purchases made by persons authorized by Applicant to utilize TCH Cards or other fees, charges, taxes and costs owed by Applicant hereunder. The Applicant's obligation to pay the above referenced charges, taxes, fees, etc. shall continue until paid in full even though an agreement, divorce, decree or other court judgment may direct someone else to pay such amounts.

**Amendments:** Amendments to this Agreement shall be effective immediately upon notice of the proposed amendment as mailed to Applicant at the address provided in the attached Application, and/or as posted on the TCH homepage as found on the World Wide Web at [www.tch.com](http://www.tch.com).

**Limitation of Liability:** AT NO TIME SHALL TCH BE LIABLE TO APPLICANT FOR ANY AND ALL DAMAGES SUSTAINED BY APPLICANT DUE TO DELAY OR FAILURE IN PROCESSING A TRANSACTION OR CARD MANAGEMENT REQUEST, DELAY OR FAILURE RESULTING FROM TRANSMISSION OR EQUIPMENT FAILURE, REVOCATION, SUSPENSION, INTERRUPTION, OR TERMINATION OF APPLICANT'S TCH SERVICES. IN NO EVENT SHALL TCH BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER OR NOT TCH WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. TCH MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TCH OR ITS EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND.

**Confidentiality:** TCH and Applicant agree and covenant with each other that they shall not, during the performance of this Agreement or at any other time after the termination or expiration hereof, use or disclose to any third party other than during the proper performance of their duties hereunder, any of the procedures, practices, confidential dealings, or other confidential information concerning the business, finances, transactions, customer lists, or affairs of the other party hereto, including any written documentation thereof. Further, except as otherwise authorized herein, neither party shall disclose the terms of this Agreement to any other person or entity without the prior written consent of the other party hereto. This paragraph shall not apply to information that is (1) already in the public domain, (2) used to provide credit references, (3) known or obtained by the other party not claiming confidentiality from some source other than the party claiming confidentiality (4) used in any dispute resolution forum between the parties hereto, including any and all investigation or collection efforts, or (5) required to be disclosed by law or judicial mandate.

**Card Management:** Applicant accepts responsibility for the management of any and all of Applicant's TCH Card options and settings. Such management shall include without limitation, activating and inactivating TCH Cards, setting any and all credit limits (subject to credit approval), and monitoring the use of any and all services provided through the TCH Card. Subject to the terms and conditions set forth in this Agreement, Applicant understands and agrees that it is Applicant's

responsibility to verify that Applicant's efforts to manage TCH Express Fuel services are properly communicated to TCH. Applicant agrees that any individual able to provide TCH with an Applicant's Carrier Id and Password and/or any other Password assigned to or used by Applicant, is authorized by Applicant to receive information about and make changes to Applicant's TCH Express Fuel services. Applicant further agrees that in the event that TCH authorizes and pays an amount requested by an individual authorized to use Applicant's TCH Express Fuel services that is different from the amount available on the particular TCH product, Applicant shall make payment for the amount authorized by TCH and nothing contained in this paragraph or elsewhere in this Agreement shall be construed so as to relieve Applicant of any obligation to pay for goods or services charged using Applicant's TCH Card account.

**Debit Charges:** In accordance with the terms of credit approved by TCH on the attached application, as amended from time to time, TCH, its agents, successors and/or assigns shall debit draft Applicant's bank account at any time during the approved calendar interval for any and all outstanding charges. TCH, its agents, successors and/or assigns shall have the option to choose the dates and times during the approved interval to debit draft Applicant's account. Failure of Applicant's bank to honor any debit draft of TCH presented in accordance with this Agreement shall constitute a material breach of this Agreement, and TCH may immediately terminate this Agreement and pursue any and all remedies available to it by law, equity, statute or otherwise. Applicant shall pay TCH a returned debit draft service fee equal to the lesser of: (1) ten percent (10%) of the face amount of each debit draft or check returned unpaid or (2) the greatest amount lawfully permitted to be charged on debit drafts returned unpaid. In the event that TCH shall fail to debit draft Applicant's account during an approved interval, TCH may debit draft Applicant's account at any time thereafter for charges incurred during or previous to the interval wherein no debit draft was made. Failure of Applicant to pay within the terms approved shall constitute a material breach of this Agreement, and TCH may immediately terminate this Agreement and pursue any and all remedies available to it by law, equity, statute or otherwise.

**Right to Payment:** TCH's delay or failure to proceed with collection efforts shall not be construed as a waiver of TCH's right to do so, nor shall said failure or delay be a waiver of TCH's right to demand strict compliance with the terms of this Agreement with respect to payment of the delinquent account or amounts due on future extensions of credit, or with respect to any other obligation of Applicant hereunder. TCH's failure to pursue its rights hereunder, in a timely manner, shall not be construed as a waiver of such rights.

**Security:** Applicant hereby understands and agrees that to secure the payment and performance in full of all of the terms and conditions contained herein, Applicant hereby grants to TCH a continuing security interest in all of the following present and future assets of Applicant, together with all collateral now or hereafter described in any form UCC-1 filed against Applicant naming TCH as the secured party: All Accounts, interests in goods represented by accounts, contract rights; commercial paper; chattel paper; general intangibles, including without limitation, tax and duty refunds, registered and unregistered patents, trademarks, service marks, copyrights, trade names and applications for the foregoing, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, and any and all existing and future leasehold interests in documents; instruments; letters of credit; and any and all deposit accounts. Furthermore Applicant authorizes TCH to execute for and in behalf of Applicant any security agreements, financing statements and/or security instruments in order to attach and perfect a security interest in the above described collateral.

**Dispute Procedure:** In the event that Applicant believes that TCH has made an error in any billing or in the event that Applicant questions any aspect of a billing, Applicant shall notify TCH in writing of the dispute within 48 hours of receipt of the statement. Failure of Applicant to notify TCH within such 48-hour period shall constitute Applicant's conclusive acceptance of the amount of the statement. In the event Applicant gives TCH timely notice of a dispute with respect to a statement amount and TCH finds it made the mistake referenced in the dispute letter, TCH shall reduce the amount of the following debit draft by the amount disputed. If the parties mutually resolve the disputed amount within ten (10) days following Applicant's notice to TCH, (1) Applicant shall pay TCH the agreed amount, together with interest thereon as provided herein for delinquent sums, or (2) TCH may add the agreed amount to the next scheduled statement following resolution of the dispute.

**Fraud Prosecution:** Applicant and TCH agree to cooperate with each other in preventing and prosecuting any fraudulent activity by employees of any party hereto or any third-party with respect to services anticipated by this Agreement, the use of TCH Services or arising in connection with any other relationship between the parties anticipated by this Agreement. TCH reserves the right to interrupt, suspend or terminate TCH Services without notice to Applicant if TCH suspects fraudulent, illegal, dishonest, or abusive activity. Applicant agrees to provide, at no cost to TCH, any and all documentation and information as TCH may request, including but not limited to affidavits and police reports. Failure to provide reasonable cooperation will result in Applicant's liability for all fraudulent usage.

**Notices and Communications:** Subject to the terms and conditions provided herein, notices and communications given pursuant to this Agreement shall be in writing and shall be deemed given when received by the parties as follows: (1) by facsimile to TCH at (801) 624-4675 or to Applicant at the number provided in the attached application or such other number as each party may provide to the other, in which case, delivery will be deemed on the day transmitted; (2) by personal delivery to Applicant at the address designated in the TCH Credit Application or to TCH at 4185 Harrison Blvd., Suite 202, Ogden, UT 84403, in which case, delivery shall be deemed on the day delivered; (3) by sending the notice by certified United States mail postage prepaid to Applicant at the address designated in the TCH Credit Application or to TCH at 4185 Harrison Blvd., Suite 202, Ogden, UT 84403, in which case, delivery shall be deemed on the fourth day following deposit in the mail; (4) by Federal Express, DHL, Airborne, Express mail, United Postal Service or other similar overnight carrier where next-day delivery is received to Applicant at the address designated in the TCH Credit Application or to TCH at 4185 Harrison Blvd., Suite 202, Ogden, UT 84403, in which case, delivery shall be deemed on the day following the date of delivery to the courier, unless the date of delivery falls on a legal holiday or Friday, at which delivery shall be deemed on the next business day. Applicant may change the address for delivery of notice by giving written notice to TCH as required herein. TCH reserves the right to change the address for delivery, including its facsimile number, by posting such changes on the TCH homepage as found on the World Wide Web at [www.tch.com](http://www.tch.com) and such updates or amendments are effective immediately upon posting without any further notice necessary to Applicant. Applicant agrees to ensure the proper TCH notice address after March 1, 1999 by viewing the TCH homepage at [www.tch.com](http://www.tch.com) under the section entitled "Company Information."

**Assignment:** Applicant may not assign any right, obligation or interest herein to any other party without first obtaining the written consent of TCH, which consent may be withheld at TCH's sole discretion. TCH reserves all rights of assignability of this TCH Express Fuel Agreement, whether through TCH's successors or assigns. TCH's successor or assignee shall retain all rights held by TCH at the time of assignment or transfer of interest, such rights including any which may have come into existence during the transfer of such interest or immediately thereafter. TCH may sell, assign or transfer all or any portion of Applicant's account or any balances due by Applicant without prior notice to, or the consent of, Applicant.

**Waiver:** No action or inaction by either party hereto shall be deemed a waiver of the other party's obligation to perform any covenant or agreement contained herein.

**Governing Law:** This Agreement and any claim, dispute or controversy arising from or relating to this Agreement or the TCH Card(s), whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with the laws of the State of Utah (without regard to internal principles of conflicts of law), and applicable federal law. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between TCH and Applicant. TCH makes decisions about granting credit to the Applicant from, extend credit to Applicant under this Agreement from, and accept payments in, Utah.

**Severability:** If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall still be valid and enforceable.

**Entire Agreement:** This Agreement, together with any application signed by Applicant (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between TCH and Applicant relating to the TCH Card(s) and Applicant's account and supersedes any other prior or contemporaneous agreement between TCH and Applicant.

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