



The Byrne Dairy Fuel Card
 5042 Linbar Drive • Nashville, TN 37211
 Phone: 877.254.3585 • Fax: 888.310.1988

Sales Code: _____

**Fleet/Business
 Credit Application**

Legal Name of Business		Trade Name of Business	
Business Street Address		City	
State	Zip	Email	
Phone Number	Fax Number	Cell Number*	

PROPRIETOR, PARTNERS OR CORPORATE OFFICERS* (Please provide an alternate address where we may reach you.)

Name	1.	2.	3.
Title			
Address			
City, State, Zip			
Home Phone*			
Email			
Social Security #			
Security Code**			
Authorized to make card or account changes?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

+By signing this credit application, I authorize the person(s) listed on the credit application to carry out security related duties for the company. Social Security Number required in order to carry out security-related duties for the company. *Home phone or cell phone number will be called in case of emergency. **Security Code if other than Social Security Number, 4-10 digits.

DESCRIPTION OF BUSINESS	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship	Federal ID#
Incorporation Date	If subsidiary, name parent company	
BANK AND TRADE INFORMATION	Bank Name	Account #
Contact	City	
State	Zip	Phone Fax

Fuel Credit References Preferred

REFERENCE #1	Firm Name	Account#
Address	Contact	
City	State	Zip Phone
REFERENCE #2	Firm Name	Account#
Address	Contact	
City	State	Zip Phone
REFERENCE #3	Firm Name	Account#
Address	Contact	
City	State	Zip Phone

CREDIT INFORMATION	Financial Statement Enclosed** <input type="checkbox"/> Yes <input type="checkbox"/> No Required if credit line requested is more than \$10,000		
Credit Line Requested	# of Vehicles	# of Cards	Terms Requested: <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly
Listed in Dun & Bradstreet	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Please list Duns#	

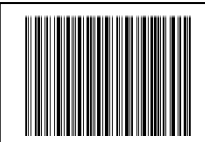
Payment Method: <input type="checkbox"/> 1. AutoPay (ACH) <input type="checkbox"/> 2. InternetPay <input type="checkbox"/> 3. Faxed ElectroniChek <input type="checkbox"/> 4. Business Check	For Payment Methods 1-3, the following banking information is required: <input type="checkbox"/> Attach a copy of a voided check and enter banking information below.
	Checking Account #: _____ Nine (9) digit ABA/Routing #: _____
	Financial Institution: _____ Telephone #: _____
	Branch Location: _____ City & State: _____

Regarding AutoPay, Fleet One is authorized to initiate payment upon the invoice due date. Regarding InternetPay and ElectroniChek Authorization, I authorize Fleet One to accept my ElectroniChek or Internet Payment as payment for my invoices. Only upon receipt of my signed ElectroniChek, or use of the online payment system will Fleet One, LLC accept this payment from my checking account.

**Any financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by Fleet One. Any such statements will be kept strictly confidential. Permission is herewith granted to obtain credit information from all listed references including my bank. All financial information submitted in support of this new account and credit application is true and complete in all respects. My account is subject to a late charge of 1.5% per month (18% per annum) on all past due invoices. Furthermore, I understand that my account may be turned off if my account is past due and that any collection fees (including attorney fees) incurred by Fleet One, which the parties hereby fix at 33 1/3% of any balance due plus court costs, will be borne by my account. By submitting this credit application, I agree to a one-time non-refundable \$20.00 application and processing fee. By signing this credit application and using services of Fleet One, I certify that I am authorized to make this request on behalf of this company, and it is agreed that all purchases will be paid in accordance with the terms and conditions.

I assume personal and individual responsibility and liability, and guarantee payment of all charges due and payable to Fleet One by the company or corporation listed here-in. I hereby consent and authorize the use of my consumer credit report in the credit evaluation process.

Signature of Proprietor, Partner or Corporate Officer: _____ Date: _____
 Print Name: _____
 Signature of Witness: _____ Date: _____
 Print Name: _____



TERMS AND CONDITIONS OF CARD USE

TERMS AND CONDITIONS regarding your charge cards(s) (hereafter "Card") and terms and conditions for the use thereof. By establishing an account you are agreeing to the following TERMS AND CONDITIONS:

- 1. The Card may be used to purchase products and services at participating merchants.
2. The customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all sums which may, from time-to-time, be owing to FLEET ONE by the customer as a result of this agreement. Such sums may include but are not limited to the purchase of products or services through FLEET ONE facilities, payments for other products or services obtained using the Card, and any applicable interest, penalties, and service charges.
3. Customer will receive an invoice either weekly or monthly, depending on Customer's credit arrangements with FLEET ONE. Copies of receipts for individual transactions will not be provided.
4. Customer agrees to pay the full amount due according to the terms indicated on the FLEET ONE billing statement by delivery or mail to the address shown on the statement. If this amount is not received by FLEET ONE within five (5) calendar days of the due date shown on the statement, customer and guarantors agree to pay interest on the past due balance at an annual rate of the greater of 18% or the maximum allowed by law, until the balance is paid in full. Any payments received will be applied first to outstanding finance charges, then to any past due balance, then to any new purchases.
5. Notwithstanding any provision in this agreement to the contrary, the total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury law. In the event the total liability for payments of interest and payments deemed interest by applicable law, shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable usury law, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by FLEET ONE (and shall be applied), as a credit on the principal due or thereafter arising on Customer's account.
6. Payments received on a regular business day will be credited to customer's account on the following regular business day.
7. If FLEET ONE must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by FLEET ONE which the parties hereby fix at 33 1/3% of any balance due, plus court costs. No notice of acceptance hereof need be given any guarantor. In consideration of charges allowed and to be allowed to the customer, the guarantor hereby personally guarantees payment of all amounts due FLEET ONE.
8. Internet and ElectroniChek Authorization
(a) Customer understands that FLEET ONE will process only the specified amount indicated on the ElectroniChek, or online payment, via Automated Clearing House. In case of error, FLEET ONE will make correction within 48 hours after detection or on the day the incorrect draft effected Customer's bank account. (b) Customer understands if an ElectroniChek is returned for non-sufficient funds, Customer will remit payment via wire to FLEET ONE's wire account for the returned entry amount plus a \$20.00 (twenty) dollar return check fee. Customer understands all future payments will be made via wire to FleetOne, L.L.C. (c) Customer understands that this authorization will be in effect until Customer notifies: FleetOne, L.L.C., 5042 Linbar Drive, Nashville, TN 37211. And Customer will notify its financial institution in writing that Customer no longer desires this service, allowing them reasonable time to act on Customer's notification. Customer understands that if corrections are necessary, it may involve an adjustment to Customer's account with FLEET ONE. FLEET ONE reserves the right to discontinue accepting payment method at any time.
9. Customer must notify FLEET ONE of any disputed charge(s) within 60 days after the date of the statement on which such charge(s) appeared. After 60 days, all charges are considered valid and no adjustments will be made. Notice to FLEET ONE of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number; the dollar amount of the disputed charge; the reason customer is disputing the charge; and a copy of the statement on which the disputed charge appears. Notices should be mailed to the following address: MSC 30425, Fleet One LLC, P.O. Box 415000 Nashville, TN 37241-5000.
10. Customers and guarantors shall be responsible for any unauthorized uses of a lost or stolen Card which occur prior to Customer's notification to FLEET ONE of such loss or theft. Customer and guarantors each agree that they shall notify FLEET ONE no later than the earlier of (i) forty eight (48) hours following receipt of a FLEET ONE invoice which includes unauthorized charges or (ii) upon learning of unauthorized use of Cards. Such notice must include the Card number of each lost or stolen Card as well as the identification of the person responsible for the loss.
11. Cards are to be used solely for the conduct of customer's business by the employees of customer. It shall be customer's responsibility to ensure that its employees use the Card in compliance with customer's business policies, and these Terms and Conditions. Any dispute in this regard shall be resolved between customer and its employees. Customer shall still be responsible to FLEET ONE for payment of all such charges.
12. Customer certifies that everyone using a Card issued in the name of customer will be taught all safety regulations to ensure safe operation of all fueling sites.
13. Customer warrants that it is a governmental body or a licensed commercial enterprise, and that the system shall be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be made available for personal use.
14. FLEET ONE maintains the absolute right, exercisable in its sole discretion, to interrupt or terminate use of any and all Cards issued to customer.
15. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these Terms and Conditions, which shall remain in full force and effect.
16. If Customer stores a Card at a merchant location, making the card an "in station" or "site card", Customer will indemnify, defend and hold harmless FLEET ONE for disputed charges and losses.
17. When the Card is used to pay at the pump within the FLEET ONE fueling network, hard controls including product restrictions cannot be guaranteed. However violations are indicated on the customer's transaction report.
18. These terms and conditions will be interpreted applying Tennessee law, without regard to the conflict of laws provisions thereof.
19. I understand and confirm that by providing my signature on the credit application, on behalf of the company/organization specified, I am authorized to and hereby consent for the company/organization to receive communications via telephone, regular mail, fax and email sent by or on behalf of TransPlatinum Service Corp., Fleet One, L.L.C., any respective affiliate or partner.
20. Fees, payment terms and other conditions may be changed by Fleet One without notice. Continued use of Fleet One's services after 30 days constitutes acknowledgement and acceptance of the change.

***Menu of Fees**

Table with 2 columns: Description and Amount. Rows include: Application and Set Up Fee, non-refundable, one time (\$20.00); Card Fee (\$0.00/card/month); Invoice/Reporting (Electronic Invoice and/or Activity Report, via Email, Fax or Internet \$0.00; Monthly Hard Copy Invoice and/or Activity Report via regular Mail \$3.00/occurrence); Payment Remittance (Internet or Wire or Customer Initiated ACH \$0.00; Faxed ElectroniChek \$0.30/ElectroniChek; Mailed Business Checks (including 3rd party checks) \$2.50/check); NSF (non-sufficient funds) or Returned Check Fee (\$20.00/occurrence or maximum permitted by law); Research (Fees vary by dept., Inquire for details); Inactivity Fee (\$2.00/month per \$1,000.00 in credit line extended); Inactivity = No authorized transaction(s) occurred on account during a calendar month.