

RUBBER DUST INC.

dba

J & O'S COMMERCIAL TIRE CENTER

510 451-4353

RETURN TO: 2401 UNION STREET OAKLAND, CA 94607 or FAX TO: 510 451-4354

___ TIRE ACCOUNT * * * TERMS: NET 10TH

___ FUEL ACCOUNT * * * TERMS: 15 DAYS

NAME FIRST MIDDLE LAST SPOUSE'S NAME

ADDRESS NUMBER & STREET CITY STATE ZIP CODE

DATE OF BIRTH SOCIAL SECURITY # DRIVER'S LICENSE # HOME PHONE # OWN RENT CELLE

BUSINESS NAME P.O. YES NO PHONE # FAX # CORP NO YES - IN WHAT STATE? YR

ADDRESS NUMBER & STREET CITY STATE ZIP CODE

NAME OF BANK BRANCH ADDRESS

CHECKING ACCOUNT # SAVING ACCOUNT #

CREDIT REFERENCES

1. NAME ADDRESS NUMBER & STREET CITY STATE ZIP CODE PHONE #

2. NAME ADDRESS NUMBER & STREET CITY STATE ZIP CODE PHONE #

3. NAME ADDRESS NUMBER & STREET CITY STATE ZIP CODE PHONE #

4. NAME ADDRESS NUMBER & STREET CITY STATE ZIP CODE PHONE #

CREDIT TERMS: J & O'S Commercial Tire accounts are due and payable on the net 10th and CFN fuel accounts are due 15 days from invoice date. The applicant agrees to pay a 1 1/2% late payment charge (\$2.00 minimum) overdue amounts. If approved, applicant agrees to abide by all terms and conditions described above, and to the terms accompanying the card(s) plus cost of collection. Including attorney fees and costs if legal action is required.

SIGNATURE & CUSTOMER AGREEMENT: I have read and understand the credit terms of J & O's Commercial Tire, and I agreed to these terms. I further agree that this application is the property of J & O's Commercial Tire, and that said company is authorized to investigate my credit record and references as listed on this application.

X Signature of Applicant (Commercial applicant: An officer must sign and indicate title.) Date of Application

COMMERCIAL APPLICANTS

I personally guarantee payment of any and all indebtedness of the above account and agree to be bound by the above terms and conditions.

X Signature of Applicant (Commercial applicant: An officer must sign and indicate title.) Date of Application

If credit applicant is a business entity, processing of this application will be facilitated if accompanied by current financial statements normally furnished in connection with the extension of commercial credit. A partnership should submit the name and address of each partner.

The Federal Credit Opportunity Act prohibits creditors from discrimination against applicants on the basis of sex, marital status, race, color, religious, national origin, age, receipt of income from public assistance programs or good faith exercise of rights under the Truth-in-Lending Act. The Federal Agency which administers compliance with this law concerning this company is the Federal Trade Commission, 450 Golden Gate Avenue, San Francisco, California 94102.

IT IS AGREED THAT A FACSIMILE TRANSMISSION OF THIS CREDIT APPLICATION SHALL BE DEEMED FOR ALL PURPOSES AS GOOD AS AN ORIGINAL.

CARDLOCK CUSTOMER AGREEMENT

This Agreement made this _____ day of _____, 20____ by and between J & O's Commercial Tire and CFN Center, hereinafter called J & O's CFN and _____ hereinafter called Customer. Customer agrees to the following terms and conditions:

1. Customer represents to J & O's CFN that Customer, and all Customer's employees and agents who would use J & O's CFN cardlock equipment, property, and network locations have been properly instructed in the safe and proper use of cardlock fuel dispensing facilities. Customer acknowledges that they are responsible for following proper procedures while operating cardlock fuel dispensing facilities and are liable for improper use. Specifically, Customer acknowledges that they, and their employees and agents, will observe "No Smoking" signs, will stop engines while refueling, knows the location of fire extinguishers and emergency shutoff switches, and will not dispense fuel into any container not approved by the Fire Marshall. Further, Customer agrees to indemnify and hold J & O's CFN harmless from any claims and costs, including but not limited to those for bodily injury and property damage that may be J & O's CFN cardlock fuel dispensing facilities and network facilities.
2. Should Customer activate the wrong pump, Customer then agrees to clear that pump before proceeding. Customer agrees to be responsible for any fuel that is dispensed as the result of not clearing said pump.
3. Upon Termination of this Agreement by Customer agrees to immediately pay all outstanding amounts due and owing to J & O's CFN and return all cards.
4. Customer represents that all fuel purchased will be used for business or commercial purposes only.
5. Should any of the cardlock cards issued hereunder be lost or stolen, J & O's CFN guarantees that lock-out of cards four (4) hours after notification during regular business hours, which are Monday-Friday, 7am-5:30pm. Customer will remain liable for all charges within that four (4) hour period. J & O's CFN should be notified by calling the office (510) 451-4353, or by writing to the address appearing on Customer's Cardlock invoice.
6. Any terms if this Agreement are subject to change upon written notice by J & O's CFN to the Customer. If Customer uses any card after receipt of such notice, then consent to such changes terms shall be implied.
7. Cardlock billing is Bi-monthly on the 15th and last day of the month, or Weekly Sun-Sat invoicing on Monday, or Weekly Thur-Wed invoicing on Thursday. The terms of payment are net 15-days. Volume discounts for Customers purchasing over 500 gallons per month if paid in net 10-days. Prices invoiced may differ from those posted at the gas pumps at remote sites..

SIGNATURE _____ TITLE _____ DATE _____

CFN FUELING STATION @ J & O's COMMERCIAL TIRE CENTER

DRIVER'S NAME or VEHICLE DESCRIPTION (OPTIONAL)	ODOMETER YES or NO	ON-SITE MANUAL ENTRY For drivers to punch in their vehicle #, employee #, job #	GALLON LIMIT 10, 20, 30, 40, 50 75, 150, or 260	FUEL REQUIREMENT/ON SITE DIE. Only, REG. Only DIE, & REG, or ALL	DAYS TO FUEL M-F, M-SAT, or ALL	TRANSACTIONS Per Day 2, 3, 5, or 99
EX David	no	yes	150	die only	M-F	3
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

VOLUME DISCOUNTS

Gallons Per 30 Days	Discounts Per Gallon
0 - 500	\$.00
501 - 1000	\$.01
1001 - 2000	\$.02
2001 - 3000	\$.03
3001 - 4000	\$.04
4001 - 5000	\$.05
5001 - and Over	\$.06

**DISCOUNTS APPLY TO CFN FUEL ACCOUNTS
ISSUED BY J & O's COMMERCIAL TIRE CENTER
ONLY. Your price at our site will be our posted
price on our sign, less your prompt payment discount,
15 days from date of Invoice. You will be invoiced
twice per month.**

REMOTE TRANSACTION PRICES

(Any fuel sale done at a CFN station other than
at J & O's facility at 24th & Poplar in Oakland is
considered a Remote Transaction.)

- Daily Refinery OPI's Price
- + Transportation
- + Federal/State/Local Taxes
- + \$.05 per Gallon Location Fee
- + \$.10 per Gallon J & O's Fee
- Volume Discount Earned

Signature _____

Date _____