

COMMERCIAL CREDIT APPLICATION

MAIL TO:

Holiday Credit Office
P.O. Box 1216
Minneapolis, MN 55440

FAX TO:

952-921-5295

QUESTIONS?

Call Don Keis at
1-800-745-7411,
ext. 8889.



Date _____

Business Name _____

Street Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Can we contact you by email? ☐ Yes ☐ No If yes, email address _____

Person to Contact Regarding Account _____

Full Name of Owner or Authorized Officer of Corporation _____

(List home address and zip code for partnership or individual)

Check One: ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation

Federal Tax No. _____ Social Security No. _____

Type of Business _____ Date Started _____

Estimated Monthly Holiday Purchases \$ _____

TRADE REFERENCES

Name _____ City _____ Phone _____ Account Number _____

BANK INFORMATION

Bank Name _____ Loan Officer _____

Street Address _____ Phone _____ Ext. _____

City _____ State _____ Zip _____ Account No. _____

Have you previously had a Holiday account? ☐ Yes ☐ No If yes, in what name?

(Attach most current financial statement)

How many cards do you need? Number of Cards to Carry _____ Number of In-Store Cards (attach a list of stores) _____

Special Embossing (15 characters maximum) _____

Fleet Options: ☐ Driver No. ☐ Vehicle No. ☐ Odometer Reading ☐ Purchase Order

(Note: Cardholder will be prompted to enter information for each box checked)

OFFICE USE ONLY

# CARDS	LIMIT
FLEET CODE	EMPL#
OK'D BY	DATE

Applicant signature attests financial responsibility, ability and willingness to pay
Holiday invoices on receipt of statement:

Business Name _____

Signature _____ Title _____

Signature _____ Title _____

MEMBER AGREEMENT

ACCEPTANCE OF AGREEMENT: The use of your new Holiday Credit Card(s) by any authorized representative of your company, or anyone you permit to use the card(s) shall indicate your acceptance of these terms and conditions.

AGREEMENT TERMS: The word "Card" means any Holiday Credit Card(s) issued to this account. Prior to its use each Card must be signed by the person to whom it is issued or by the authorized user. The word Account means your Holiday Credit Card Account. We have established an account in your company's name to which Purchases, Payments and Credits will be posted. The words "You" and "Your" refer to the business and/or any other person or persons who are contractually liable under this agreement. The words "We", "Our" and "Us" mean Erickson Petroleum Corporation, a Minnesota Corporation doing business as Holiday Companies, and to any other creditor to whom this agreement is assigned.

PAYMENT TERMS AND YOUR LEGAL RESPONSIBILITY: You agree to pay us in United States Dollars for all purchases plus applicable INTEREST CHARGES, if any, incurred by you or anyone you have authorized or permitted to use your card(s). If you do not wish to remain liable for future purchases charged to your account by an authorized or permitted user, you must notify us of this in writing and have recovered, cut in half and returned to us, any card(s) in such person(s)' possession. We have established a monthly billing period, the last day of which is called the Billing Date, for your account. We will send you a billing statement each month, which will show the amount you owe us. This is called the New Balance. The New Balance is due when you receive your statement. Please include the top portion of your statement with your payment. You agree to pay us at the Holiday Credit Office, PO Box 1216, Minneapolis, Minnesota, 55440, an amount equal to at least the New Balance as shown on your billing statement. Payments received by the Holiday Credit Office prior to 5:00 p.m. on any regular business day will be applied as of that date, otherwise, they will be applied on the next regular business day. The crediting of a payment received in any other manner or at any other location could be delayed. We can accept checks or money orders marked with restrictive endorsements such as "Payment in Full" without losing any of our rights under this agreement. Your payment will be used first to pay INTEREST CHARGES, if any, and then to pay for your purchases. Your New Balance must be received in full by the "must be received by date" shown on your monthly statement, or you will be in default.

FLEET ACCOUNTS: If you choose to use one of our Fleet Account options, you accept responsibility for providing all authorized card users with the special information you require. This information may include, but is not limited to, driver numbers, vehicle numbers, odometer readings, etc. You will not be relieved of payment responsibility due to any misinformation supplied to Holiday.

COMMERCIAL OR BUSINESS ACCOUNTS ARE DUE IN FULL UPON RECEIPT OF EACH MONTHLY BILLING STATEMENT. PAST DUE BALANCES ARE SUBJECT TO AN INTEREST CHARGE OF 1-1/2% PER MONTH. THIS INTEREST CHARGE WILL BE COMPUTED USING THE AVERAGE DAILY BALANCE METHOD. YOUR PAYMENT MUST BE RECEIVED IN FULL BY THE DUE DATE EACH MONTH, OR YOU WILL BE IN DEFAULT.

CARD RESTRICTIONS: If you do not elect to restrict your cards or purchases using Holiday's online system controls and request that Holiday print a restriction on the card(s) as to its intended use, such as "Fuel and Oil only," it is expressly understood by you that such a restriction does not ensure that restricted purchases will not occur, but allows you to convey to the user the intended use of the card. Holiday will not accept responsibility for unauthorized purchases of this nature.

LOSS OR THEFT OF CARD(S): You must notify us immediately if your card(s) are lost, stolen or being used without your authorization. You can notify us by telephoning us at 1-800-745-7411 Ext 5204 or by writing to PO Box 1216, Minneapolis, MN 55440. You may be liable for the unauthorized use of your card(s). If you have voluntarily given your card(s) to someone or have allowed someone else to use your card(s) for any reason, such action will be considered authorized use and you will be held liable, to the extent allowed by law, for all charges made by such person(s). You agree to be responsible at all times as to the card(s) whereabouts and to keep the card(s) in a secure environment.

CREDIT LINE: You agree that at no time will you allow the outstanding balance of your account to be greater than the credit line or limit that we have set for you. The credit line presently established for your account is shown on the folder accompanying your credit card(s) and will be shown on future billing statements and online. We may, at our option, increase or decrease the credit line even though you may not have received an advance notice of this change. We may, at our discretion, allow purchases in excess of your credit line; however, we can require that you immediately pay us any amount that is in excess of your credit line.

DEFAULT AND COLLECTION: If you do not make a required payment when due or have failed to comply with any of the terms of this agreement we may, subject to applicable law, declare the entire balance of your account due and payable at once without notice or demand. We may also do this if you have made false or misleading statements to us or if your business becomes the subject of bankruptcy or insolvency proceedings. If your account is eligible to receive a discount or rebate such awards may be forfeited if the account becomes delinquent at any time. If we begin legal proceedings to collect what you owe us, you must pay all legal costs including any attorney's fees.

CREDIT REPORTING: We reserve the right to check information about your company, including the personal credit information of your company's principals and/or signators of this application before setting up an account for you. You agree that we may release information to others such as other credit reporting agencies and other creditors about our experience with your account. We may periodically re-investigate your creditworthiness by obtaining credit reports or by directly contacting others who have this type of information.

CANCELLATION: All Holiday credit card(s) are the property of Holiday and you must return them to us when we ask for them. We have the right to limit or cancel your privilege to use the account at any time without advance notice to you. If we do, you must still pay us any balance that you owe.

CHANGE OF TERMS: We may change the credit terms and conditions of this agreement by giving you notice as required by law.

DELAY IN ENFORCEMENT: No waiver or delay in the enforcement of our rights under the Agreement will result in any loss of our rights or relieve you of any of your obligations. We need not give anyone notice of our waiver, delay or release. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

GOVERNING LAW: The terms and conditions of this agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.