



TIRE CARE EXPRESS

CREDIT APPLICATION



Convenience You Control

ADDED VALUE

Your Tire Care Express card covers more than just tires; it allows you to take advantage of Love's emergency roadside service, tire care and labor. Our team of certified technicians keep you up and running 24/7/365, no matter when, no matter where.

SECURITY

Feel secure knowing your drivers are buying only those products you choose. Select one tire type or allow them to pay for preventative maintenance or merchandise too. Our online system allows you to view drivers' purchases at any time.

CONVENIENCE

Eliminate the hassle of using cash and personal credit cards for your drivers. Our card simplifies the purchasing and reconciliation process for you. Management reports are available the way you want them, via fax or email.

COST SAVINGS

Our fleet reporting benefits allow you to efficiently manage your fleet while minimizing your costs. Put Love's consistent and competitive pricing to work for you, and never pay transaction or annual fees again.

Technicians You Trust

TIA CERTIFIED TECHNICIANS

Love's Truck Tire Care is merely an expansion of the Love's Travel Stops that you already know and trust. Our tire care fleet is rolling out across the nation with professional, TIA certified technicians. Your on-site technicians are equipped with cutting-edge tools and technology to get the job done efficiently.

MORE THAN JUST TIRES

All of our Travel Stops carry the necessities to keep your truck(s) in compliance with basic D.O.T. requirements. From lights and lenses to antennas and mud flaps, the Tire Care Express card can be used to purchase the things you need to keep your truck up and running. You can even avoid the hassle and mess of installation by asking one of our techs to install it for you.



Nationwide Roadside Assistance

Our expanding truck tire care network covers you 24/7/365. One call to 1-800-OKLOVES (655-6837) connects you to our entire emergency roadside network. There is never a service fee for the call. Based upon a few simple questions, we will provide an accurate quote before dispatching ANY service to your location. Using your Tire Care Express card takes the hassle out of being stranded. One call, one card, one bill, with security and spending options you control. Roadside, Curbside, Always on Your Side.

Credit Application & Agreement

APPLICANT

Legal Business Name:

(Include All Trade Names, DBAs: Divisions & Subsidiaries)

Physical Address:

Physical City, State, Zip:

Account Contact:

Billing Address:

Billing City, State, Zip:

Billing Contact:

Phone Number:

Fax Number:

Email Address:

Type of Business:

Estimated Annual Sales: \$

In Business Since:

*Amount of Credit Requested: \$

Federal Tax Number:

***IMPORTANT: If you are requesting a limit greater than \$10,000, please attach a copy of your most recent financial statements.**

Current Financials Enclosed? (Circle One) NO YES If Yes, Date of Financials.

Listed In Dun & Bradstreet? (Circle One) NO YES If Yes, List DUNS Number:

BUSINESS INFORMATION

Check the Applicable Box:

<input type="checkbox"/>	Sole Proprietorship	Owner's Name:	Social Security #:
<input type="checkbox"/>	Partnership	Partner's Name:	Social Security #:
		Partner's Name:	Social Security #:
<input type="checkbox"/>	Corporation / LLC	President/Member:	Social Security #:
		Vice President/Member:	Social Security #:
		Secretary/Member:	Social Security #:
		Treasurer/Member:	Social Security #:

BANK REFERENCE

Primary Business Bank:

Bank Contact Person:

Physical Address:

City, State, Zip:

Phone Number:

Commercial Account Number:

BUSINESS TRADE REFERENCE

Primary Trade Bank:

Contact Person:

Physical Address:

City, State, Zip:

Phone Number:

Commercial Account Number:

APPLICATION MUST BE FULLY COMPLETED FOR PROCESSING

Customer certifies this credit application and agreement is for business purposes only and is not for credit to be used for personal, family or household purposes. BY SIGNING AND SUBMITTING THE APPLICATION, CUSTOMER FURTHER CERTIFIES ALL INFORMATION IS TRUE AND CORRECT AND HAS READ AND AGREED TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN.

ACCOUNT ESTABLISHMENT: Customer and its owners, partners, officers and/or members hereby authorize Love's Travel Stops & Country Stores, Inc. ("Love's") to contact and investigate references and customary credit information sources regarding my/our credit history and financial responsibility for (i) the purpose of obtaining credit hereunder, and (ii) the purpose of maintaining ongoing credit privileges. Customer agrees that Love's may disseminate information relating to Customer and/or its owners, partners, officers and/or members to affiliates and third parties. In the event of a Customer change in business ownership, name or structure under which credit is established, Customer must notify Love's of such change in writing, by certified mail. Love's does not warrant or guarantee the availability of credit at or for any certain time period. At its sole discretion, Love's may also require additional credit security in order to provide the products or services desired by Customer.

CARD: Love's may issue and/or renew a card or other payment device in connection with this agreement (collectively, "Card"). The Card shall be and remain the property of Love's. Love's reserves the right to replace, interrupt or terminate Customer's Account, or the use thereof, at any time and for any reason, and Customer hereby agrees to surrender the Card upon Love's request. Customer shall be responsible to ensure that the account is used solely for Customer's business purposes and complies with Customer's business policies, the terms of this agreement and applicable law.

PAYMENT & CREDIT TERMS: Customer assumes responsibility for all credit extended under this agreement. Customer and each guarantor listed below unconditionally, jointly and severally guarantee full and prompt payment of all Love's invoices. All purchases will be invoiced to Customer in written and/or electronic form and are payable as stated thereon. Except charges properly disputed hereunder, all payments are due no later than the date specified on the applicable invoice. In the event payment is not made when due, Love's may suspend or terminate Customer's account and/or assess a service charge on delinquent invoices of 1.5% per month (or 18% per annum) or the highest legal rate, whichever is less. Customer must notify Love's in writing of any disputed charges no later than the due date of the applicable invoice, unless otherwise agreed by the parties. All charges not so disputed shall be deemed accurate, and any dispute by Customer is thereafter forfeited and waived. Dispute notices must state: Customer's name and account number; the amount and explanation of the dispute; and a copy of the invoice containing the disputed charge.

WARRANTY: Love's warrants that products and services will be materially consistent with the written description provided, and Love's will replace a product or service that does not conform to such warranty without charge. Products may be warranted by the manufacturer, which will supersede any warranty provided by Love's. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. LOVE'S EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: LOVE'S LIABILITY TO CUSTOMER FOR PRODUCTS AND/OR SERVICES NOT MATERIALLY CONFORMING TO THE WRITTEN DESCRIPTION AND SPECIFICATIONS PROVIDED IS LIMITED TO LOVE'S OBLIGATION OF REPLACEMENT AS DESCRIBED ABOVE. SUCH REPLACEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE FOR ANY SUCH NON-CONFORMANCE. IN NO EVENT SHALL LOVE'S BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED. ANY ACTION BY CUSTOMER FOR AN ALLEGED BREACH OF ANY CONTRACT OF SALE OR OF THE ABOVE STATED WARRANTY MUST BE COMMENCED WITHIN ONE YEAR AFTER DELIVERY OF THE PRODUCTS AND/OR PERFORMANCE OF THE SERVICES.

INDEMNIFICATION: Customer hereby agrees to defend, indemnify and hold harmless Love's, its affiliates and each of their officers, directors, members, employees and representatives of any of the foregoing, from and against any and all liabilities, claims, liens, damages, fines, interest or penalties, losses, judgments, settlements, and compromises of any nature or kind, including all costs and expenses relating thereto (including attorneys' fees) (the "Claims"), related to or arising out of, directly or indirectly, (i) purchases made on the Account, including unauthorized use of a lost or stolen Card which occur prior to Customer's notification to Love's of such loss or theft, and/or (ii) negligent or improper use of a product or service.

GOVERNING LAW & JURISDICTION: Customer agrees that this agreement is to be governed, construed by, and enforced under the laws of the State of Oklahoma, without regard to the conflict of law provisions thereof. Customer consents to the exclusive jurisdiction of the state and federal courts of the State of Oklahoma, and Customer agrees that any litigation, suit or proceeding arising out of or related to this agreement, or arising out of any aspect of the relationship between the parties or termination thereof, shall be brought in courts located in Oklahoma County, Oklahoma. In the event of default or if this account is turned over to an agency and/or an attorney for collection, Customer agrees to pay all reasonable attorneys' fees and/or costs of collection incurred (whether or not suit is filed) to enforce the terms of this agreement.

MISCELLANEOUS: Love's reserves the right to modify fees, payment terms and any other terms of this agreement at any time. Customer's continued use of the Card after notification of such modification constitutes acknowledgement and acceptance of the terms. This constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings between the parties, whether oral or written. The parties agree that these provisions shall survive any breach of the agreement, or termination or suspension of credit provided hereunder.

THE SIGNATURE OF CUSTOMER'S AUTHORIZED REPRESENTATIVE(S) ATTESTS CUSTOMER'S FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO ABIDE BY AND PAY IN ACCORDANCE WITH THE ABOVE TERMS.

(Application cannot be processed without a signature)

Company Name: _____

By: _____ Title: _____ Date: _____

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Love's Travel Stops & Country Stores ("Love's") to the applicant described above ("Customer"), the undersigned ("Guarantors") individually, jointly and severally, unconditionally guarantee(s) to Love's the full and prompt payment and performance by Customer of all obligations which Customer presently or hereafter may have to Love's. Guarantors agree to indemnify Love's against any losses Love's may sustain and expenses Love's may incur as a result of any failure of Customer to perform any of its obligations under any agreement and/or any failure of any of the Guarantors to perform their respective obligations under this Personal Guaranty, including reasonable attorneys' fees, and against all costs and other expenses incurred in collecting or compromising any indebtedness of Customer guaranteed hereunder and in enforcing this Personal Guaranty against Guarantors. This shall be a continuing guarantee of payment and performance and shall not be relieved for any reason other than full payment of indebtedness guaranteed hereunder. Diligence, demand, protest and notice of any kind, as well as all other defenses available to sureties and/or guarantors are hereby waived by Guarantors.

This Personal Guaranty shall inure to and be binding on Guarantors' heirs, successors and assigns and shall remain in full force until Guarantors deliver to Love's written notice revoking this Personal Guaranty as to indebtedness incurred subsequent to delivery of such notice. Such notice shall not relieve Guarantors of any obligations under this Personal Guaranty with respect to indebtedness incurred prior to the delivery of the notice. The Guarantors, each recognizing that his or her individual credit history may be a necessary factor in the evaluation of the proposed credit to be extended to Customer and this Personal Guaranty, hereby individually consent to and authorize Love's to obtain a consumer credit report on themselves, from time to time as Love's may reasonably deem necessary or appropriate.

Print Name: _____ Sign Name: _____ Date: _____

Report Delivery

*(A method of **electronic** invoice delivery is required.)*

How would you like your invoice and activity reports delivered?
(Check the appropriate box(es), and list the contact information.)

Email: _____

Fax: _____

AutoPay Agreement

(Required to process credit application.)

This authorizes Love's Travel Stops & Country Stores Inc. to automatically debit my:

Checking Account #: _____

Bank Transit/ABA: _____

Savings Account #: _____

Bank Transit/ABA: _____

at the _____ branch of

(Branch)

_____ in _____

(Financial Institution)

(City, State)

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service allowing it reasonable time to act on my notification.

I understand that I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged.

(Company / Customer Name)

(Printed Name & Title)

(Authorized Signature)

(Date)