



CUBBY'S INC. CREDIT APPLICATION



CUSTOMER INFORMATION

DATE _____

ACCOUNT NAME _____ MANAGER OR OWNER _____

PHONE: _____ FAX/EMAIL: _____

ADDRESS _____ RESALE TAX NO. _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TYPE OF BUSINESS: _____ DATE ESTABLISHED _____

TYPE OF ENTITY: PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____

IF INCORPORATED: STATE OF INCORPORATION _____ YEAR OF INCORPORATION _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER _____

BANK INFORMATION

BANK _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ OFFICER _____

ROUTING NUMBER _____ ACCOUNT NUMBER _____

THREE TRADE REFERENCES

REQUIRED WITH WHOM YOU HAVE DONE BUSINESS IN THE LAST YEAR
(PERSONAL REFERENCES NOT ACCEPTED). PROVIDING A FAX NUMBER RESULTS IN A FASTER RESPONSE.

1. NAME _____ PHONE NO: _____ FAX NO: _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____

2. NAME _____ PHONE NO: _____ FAX NO: _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____

3. NAME _____ PHONE NO: _____ FAX NO: _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____

The above information is provided for the purpose of extending credit to our company on your terms. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

SIGNATURE: _____ TITLE _____ DATE _____

FOR CREDIT DEPARTMENT ONLY

ACCT TYPE: FLEETCARD DEALER WHOLESALE

AUTHORIZED CREDIT YES _____ NO _____ AUTHORIZED AMOUNT _____

DATE _____ SIGNATURE _____

CUBBY'S INC. CORPORATE OFFICE

9229 MORMON BRIDGE PLAZA STE #6 - OMAHA, NE 68152 - 402-453-2468 - FAX 402-453-4513

***** (This authorization lets us know who the responsible party is for any outstanding balance due should the account be closed at any time by either the Account Owner or Cubby's Inc.)**

CUBBY'S INC.
9229 MORMON BRIDGE PLAZA, SUITE #6
OMAHA, NE 68152
(402) 453-2468

PERSONAL CONTINUING UNCONDITIONAL GUARANTY

THIS GUARANTY dated effective this _____ Day of _____, 20____, and executed by the undersigned (Guarantor) on behalf of _____ ("Obligor"), or any and all other subsidiaries, affiliated or related entities of Obligor or Guaranty (which may currently exist or which may at any time in the future exist), in favor of and to Cubby's Inc. 9230 Mormon Bridge Plaza, Omaha NE 68152, and their subsidiaries, affiliated or related entities. ("Beneficiary").

WITNESSETH:

- A. Guarantor is interested in the successful business enterprises of Obligor and services in operating its/their business.
- B. Guarantor is anxious to induce Beneficiary to extend credit in connection with the sale by Beneficiary of goods and services to Obligor, and Beneficiary at its sole discretion, is willing to extend credit to Obligor only if Guarantor unconditionally guarantees full and prompt payment of any and all amounts owed to Beneficiary by Obligor.

NOW THEREFORE, in consideration of the mutual benefits obtained by Guarantor and Obligor in obtaining Beneficiary's approval to extend such credit to Obligor, with or without security, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Guarantor agrees as follows:

- 1. Guarantor hereby guarantees the prompt, punctual and complete payment of all liabilities and obligations of Obligor now existing or hereafter arising (hereafter referred to severally and collectively as Obligations"), for goods and services provided by Beneficiary to Obligor; and the full and prompt payment of all damages, costs, and expenses which Beneficiary may incur by failure of Obligor to promptly and completely pay all such amounts, including interest, penalties, court costs, and attorney's fees, with or without the filing of any lawsuit, and whether or not said attorney is a salaried employee or not.
- 2. The liability assumed by the undersigned under this Guaranty shall extend to the total Obligations of the Obligor, whatever the amount at any one time.
- 3. This is a continuing and unconditional guaranty and shall remain in full force and effect from the date hereof until thirty (30) days after the receipt by Beneficiary of a notarized written notice of termination signed by Guarantor and served by registered mail on an officer of Beneficiary at the address hereinafter indicated, and until all indebtedness owing by Obligor to Beneficiary at the end of the aforesaid thirty (30) days shall have been fully paid. And be binding upon the Guarantor, the successors and assigns of the Guarantor, and shall inure to the benefit of, and be enforceable by Beneficiary, its successors, transferees and assigns.
- 4. If Beneficiary should at any time require or accept other or further security for the payment of any indebtedness of Obligor, or if upon maturity of any debt or obligation, owing to Beneficiary by Obligor, Beneficiary shall; either with or without notice to Guarantor, allow Obligor further time in which to pay the same, or accept, extend or renew any bill, note or other obligation evidencing such indebtedness. Beneficiary's action in so doing shall not in any way alter, diminish, release, or affect Guarantor's liability hereunder.

- 5. This is a guaranty of payment and not a collection, it being understood that in any case of any default by Obligor in the payment of any indebtedness, Beneficiary shall not be required, as a condition of Guarantor’s liability, to proceed first against Obligor, and when so proved, shall be conclusive and binding upon Guarantor.
- 6. Each provision hereof shall be deemed independent and severable, and the invalidity or unenforceability of any other provision hereof.
- 7. This Guaranty shall be deemed to have been made under and shall be governed by the laws of the State of Iowa in all respects, including without limitation, matters of construction, validity, performance and venue.
- 8. Guarantor hereby expressly agrees that the venue for any litigation hereunder or hereto shall be in Douglas County, Nebraska.
- 9. This guaranty may not be assigned by Guarantor, without the express written consent of the Beneficiary, acknowledged by a duly authorized officer, and delivered to Guarantor.
- 10. The undersigned hereby waives notice of acceptance hereof and of purchases by Obligor in making payments due and authorizes Beneficiary to extend the time for payment guaranteed hereunder and otherwise to contract and deal with the Obligor without notice to the undersigned and without the consent of the undersigned in all respects at Beneficiary’s discretion without affecting the obligation of the undersigned hereunder. The undersigned further waives any requirement that Beneficiary institute suit or exhaust other legal remedies against the Obligor before proceeding under this Guaranty.
- 11. Where the undersigned shall include more than one Guarantor, the representations and obligations of the Guaranty shall by joint and several.

PERSONAL GUARANTOR(S)

SIGNATURE: _____

PRINTED NAME	ADDRESS	DATE
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SPOUSE: _____

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ STATE OF _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

ADDRESS

CITY, STATE, ZIP

(SEAL)



Welcome to Cubby's Fleet Card Billing System

Cubby's Inc offers 2 types of billing for their Cubby's Fleet Card.

****Please choose the billing cycle you prefer on the last page of the Cubby Card Application.**

Weekly billing is done on Monday for transactions from the previous week ending on Sunday. On occasion, billing will be done on Tuesday should there be a holiday or I am gone.

Monthly billing is done on the last day of the current month or as close to the first day of the new month depending on what day of the week the 1st falls on.

****Cubby's offers Electronic Funds Transfer of your invoice balance should this be of interest. See EFT sign up form.**

Cubby Card accounts set up for Electronic Funds Transfer (EFT) will be taken out of the account from the information you provide on:

Weekly Billing – Friday of the current week the invoice is sent out.

Monthly Billing – The second Friday after the invoice is sent out.

The actual amount and date that the EFT will take place will always be written on the statement page and an invoice will be included with this information. If there is ever a discrepancy or question on the invoice, please let me know as soon as possible. EFT's are usually set up on Thursdays. We will try to get the invoice corrected prior to the EFT.

Cubby's Terms are: Current balance on the statement is due upon receipt of the invoice. We ask that payment for the balance due be sent directly to our corporate office. We should receive the payment no later than the 28th of each month to allow us ample time to apply all payments before the next invoice is printed.

Accounts with balances over 30 days past due will be subject to finance charges. These finance charges will be added to the next statement.

If you have any questions about set up of your Cubby Card account, please give me a call.

We look forward to doing business with you.

Sheryl Moomaw
Cubby's Inc
Accounts Receivable
(402) 453-2468 ext 246
Email: sheryl.moomaw@cubbys.com

CUBBY'S INC. CORPORATE OFFICE

9229 MORMON BRIDGE PLAZA Ste 6 * OMAHA, NE 68152 * 402-453-2468 * FAX: 402-453-4513

OPTIONAL PAYMENT MENTHOD FOR CUBBY'S FLEET CARD BILLING SYSTEM

CUBBY'S INC
E.F.T AUTHORIZATION

(ELECTRONIC FUNDS TRANSFER)

9229 MORMON BRIDGE PLAZA STE #6
OMAHA, NE 68152
(402) 453-2468

Purchaser's Name

Purchaser's Address City, State, Zip

Purchaser hereby authorizes Cubby's Inc. to initiate debit entries to Purchaser's checking account listed below and further authorize the depository institution named below to debit such entries to Purchaser's account.

Depository's Name

Address

City, State, Zip Phone Number

Bank Transit Number Purchaser's Depository Account Number

***** Please attach a voided check when returning this form. *****

This authority shall remain in full force and effect until terminated upon at least fifteen (15) days prior written notice to Cubby's Inc. by Purchaser. Notice of termination shall not affect debit entries initiated prior to actual receipt of notice. Notice shall be sent via certified mail, return receipt requested to Cubby's Inc. 9230 Mormon Bridge Road, NE 68152 and shall be effective upon receipt. In no event will Cubby's Inc. be liable for any incidental or consequential damages associated with an incorrect entry processed by Purchasers financial institution and will be responsible only for the refund of any overcharge when verified by Cubby's Inc. as such.

Purchaser understands that the funds transfer entry will be accepted by its financial institution only if there are sufficient funds in Purchaser's account to process the entry. Purchaser agrees to keep sufficient funds in the account to cover debit entries originated by Cubby's Inc.

Purchaser's name (as shown on depository account)

Authorized Signature Print or type name

Title Date

Cubby's Card Preference

Card held at Store

Card to Customer

**Cubby's store you would
like the card sent to?**

**& Cards Assigned to Driver? _____
-or- Cards Assigned to Vehicle? _____**

**(Please list names on driver or
vehicle form)**

**Total Number
of cards requested? _____**

**Weekly or Monthly Billing
(please circle one)**

CUBBY'S CARD - DRIVER AND OPTIONAL PIN # FORM

(PIN NUMBER IS USED WHEN EACH DRIVER HAS A CARD) (DRIVER NUMBER IS USED WHEN THERE IS ONE CARD W/ MULTIPLE DRIVERS)

COMPANY NAME:
NAME OF PERSON COMPLETING THIS FORM:

ASSIGN 1 CARD TO EACH DRIVER? YES _____ NO _____ - LIST DRIVERS BELOW- ADD # IF REQUIRED

CHOOSE ONE OF THESE TWO

ODOMETER ENTRY? YES _____ NO _____
 VEHICLE # ENTRY? YES _____ NO _____

1 CARD ASSIGNED TO EACH DRIVER	ONE CARD FOR ENTIRE COMPANY
---------------------------------------	------------------------------------

	LAST NAME	FIRST NAME	ASSIGNED PIN #	ASSIGNED DRIVER #
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

CUBBY'S CARD - OPTIONAL VEHICLE # FORM

COMPANY NAME:

NAME OF PERSON COMPLETING THIS FORM:

THIS OPTION WILL BREAK THE PURCHASES OUT BY VEHICLE ON THE INVOICE. CORRECT # MUST BE USED

ENTRY REQUIRED FOR PURCHASE

ODOMETER ENTRY YES ____ NO ____

**ASSIGNED VEHICLE #
(NUMBERS ONLY)**

VEHICLE DESCRIPTION

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25