



# FLEET CASH ACCOUNT APPLICATION

1-800-55-FLEET

## ACCOUNT INFORMATION

*Business Name		Name of Parent Company (if Subsidiary)	
*Physical Address		*City	*State *Zip
*Billing Address		*City	*State *Zip
*Primary Contact		*Phone	*E-mail
Type of Ownership <input type="checkbox"/> Limited Liability Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Agency		Tax Exempt Number (Attach Form)	Years in Business
Number of Vehiclest	Estimated Monthly Maintenance and Tire Spend		
What Information is Used to Identify Your Drivers and Vehicles? <input type="checkbox"/> Vehicle I.D. Number <input type="checkbox"/> Driver's Maintenance I.D. Card <input type="checkbox"/> V.I.N <input type="checkbox"/> Maintenance Coupon Book <input type="checkbox"/> Other (please specify) _____			
Person/Department To Be Called For Authorization if required		Phone	
Name		Phone	
Name		Phone	

## TERMS AND CONDITIONS

Terms and Conditions for this Account are printed on the back. No other Terms & Conditions apply unless approved in writing by Pep Boys.

*Name	Title
*E-mail	
*Authorized Signature	Date

## PEP BOYS STORE USE ONLY

Salesperson	Store Number	AD Number
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In this Agreement, the words "you" and "your" mean the person(s) who sign the Pep Boys commercial account agreement. The words "we," "us" and "our" means Pep Boys. Each separately a "Party", collectively the "Parties")

We will provide parts and maintenance services to you and your authorized fleet vehicle. Prior to performing such services we will submit a service work order (SWO) to you for pre-authorization. We will include in the SWO certain information requested by you to identify the vehicle (VIN, license plate number, PO number, etc.). If you approve the SWO (such as by giving an authorization number), we will commence the repair and you agree to pay for all such parts and services upon pick up of the vehicle. Notwithstanding the foregoing we will not submit a SWO to you for pre-authorization if you have issued standing approval for the repairs and services to be performed. Pre-approvals are typically related to minor repairs/services such as routine oil changes, tire rotations, wiper blade replacements, etc.

\*Required for Approval      †Minimum of 3 vehicles required for processing application.

# PEP BOYS FLEET CASH ACCOUNT AGREEMENT

**1. Terms Payment** for service and other costs will be due at the time that the vehicle is picked up.

## **2. Promise to Pay**

You promise to pay us for all services and any ancillary costs associated with the services provided under this Agreement. . If there is more than one of you, you are jointly and severally liable for all required payments, regardless of who made or benefitted from any particular services. If you allow someone else to use your Account, you will be responsible for their charges whether or not they charge more than you intended.

## **3. Payment Requirements**

Payments must be made upon receipt of invoice. Pep Boys will not release your vehicle to you without payment for services rendered.

## **4. Fees**

Our current fee for returned checks will be charged if any check you provide us for payment is returned unpaid.

## **5. Termination**

We may, at any time, with or without cause and without notice, terminate this Agreement and your privilege to use your Account and to make further charges to your Account.

## **6. Transferability**

Your Account, your rights and privileges under this Agreement cannot be transferred or assigned by you. We may transfer or assign your Account, your Account balance, or any portion thereof, or any of our rights under this Agreement to a third party, with or without notice to you.

## **7. Waiver and Severability**

We can delay in enforcing our rights or waive any of our rights on one or more occasions without losing those rights. If any part of this Agreement is determined to be invalid or unenforceable, the remaining parts shall continue to be effective.

## **8. Security Interest**

You grant to us a purchase money security interest in all merchandise purchased on your Account until such merchandise is paid in full.

## **9. Authorized User(s)**

We have the right to rely upon all reasonable representations of persons representing themselves to be agents of you with the authority to make purchases on behalf of you unless

Pep Boys receives prior written notification limiting agents authorized to make purchases.

## **10. Commercial Credit Agreement**

This Agreement embodies the entire commercial account agreement. There are no other promises, terms, conditions, or obligations other than those contained herein.

**11. Dispute Resolution** You agree to work collaboratively with Pep Boys to resolve issues as expeditiously as possible without adversely impacting this Agreement or Pep Boys' business or operations.

If you reasonably believe that an issue will adversely impact any of the foregoing, you will promptly notify Pep Boys by contacting Pep Boys Fleet Services (800-553.5338). You will work in good faith to resolve any and all disputes in accordance with this escalation process. If either Party determines that the issue is not likely to be resolved through the foregoing process, either Party may invoke its other rights and options under the Agreement. Nothing in this Section 16 or relating to the process described in this Section will limit or delay either Party's rights or remedies under the Agreement, at law, or in equity. Arbitration

The Parties agree to bring any disputes in an arbitration forum unless they can be resolved informally or brought before a small claims court in New York. The right to file a civil claim in any forum other than arbitration and small claims court is hereby waived by both Parties, except as outlined below. Arbitration shall be conducted under the Commercial Arbitration Rules ("the AAA Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules") both which are available at the AAA website [adr.org](http://adr.org).

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (1) any suit to compel arbitration stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by arbitrator; or (2) any suit to seek temporary injunctive relief that will remain in place only until an arbitrator can determine whether the relief should be continued, modified or removed. In addition, either party may assert claims, if they qualify, in small claims court in the State of New York. The parties agree that any arbitration will be limited to the Disputes between Pep Boys and the applicant individually. TO THE FULL EXTENT PERMITTED BY LAW, (1) NO ARBITRATION SHALL BE JOINED BY ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. Applicant(s) hereby waive its/his/her/their right to participate in a class action against Pep Boys. This Arbitration and Class Action Waiver section shall survive the termination and or completion of this Agreement.

## **12. Governing Law**

You understand and agree that any credit extended to you is strictly commercial credit and does not arise out of a consumer transaction and is therefore not governed by applicable federal or state consumer credit regulations. This Agreement is deemed to be made under and shall be interpreted in accordance with the laws of the State of New York, excluding its conflict of law's provisions. You hereby submit to the jurisdiction and venue of the state and federal courts of New York for the purposes of all legal proceedings arising out of or relating to this Agreement. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Pep Boys shall be entitled to recover the costs that it incurs (including but not limited to legal fees) to enforce its rights under this Agreement.