



**Kath Fuel Oil Service Co.
CREDIT APPLICATION**

3096 RICE ST. LITTLE CANADA MN 55113 651-484-3325 FAX 651-4846743

BUSINESS NAME _____ BUSINESS PHONE _____
STREET ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP _____ MOBILE PHONE# _____

SOLE PROPRIETOR PARTNERSHIP CORPORATION LLC

E-mail _____ Web-Site _____

TYPE OF BUSINESS _____ FED ID # _____

YEAR ESTABLISHED _____ STATE TAX EXEMPT? NO YES STATE TAX# _____

AT PRESENT LOCATION SINCE _____ LENGTH OF TIME OWNERS HAVE OPERATED BUSINESS _____
(Date)

LIST ALL OWNERS, PARTNERS AND/OR OFFICERS

NAME _____ TITLE _____ PHONE _____
NAME _____ TITLE _____ PHONE _____
NAME _____ TITLE _____ PHONE _____

BANK REFERENCE

NAME OF BANK _____ ADDRESS _____ CITY _____ ST _____ ZIP _____
ACCOUNT # _____ PHONE _____ CONTACT _____

TRADE REFERENCES

COMPANY NAME _____ PHONE _____ FAX# _____
ADDRESS _____ CITY _____ ST _____ ZIP _____

COMPANY NAME _____ PHONE _____ FAX# _____
ADDRESS _____ CITY _____ ST _____ ZIP _____

COMPANY NAME _____ PHONE _____ FAX# _____
ADDRESS _____ CITY _____ ST _____ ZIP _____

PERSONAL GUARANTY OF PRINCIPAL OR OFFICER

PERSONAL GUARANTEE: I, the undersigned, have read and executed the guaranty that accompanies this form. I understand that my execution of the guaranty is a condition to the extension of credit pursuant to this application. I also understand that in the event that credit is granted by virtue of this application I am agreeing, by terms of the guaranty, to be personally responsible for any outstanding balance and interest thereon should payments not be made on this account per terms of sale. I authorize the access of consumer credit reporting entities files as they pertain to my personal credit history.

PERSONALLY GUARANTEED BY: _____ DATE _____ SS#

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Any time you use the services of a Third-Party Payor you will be ultimately responsible for payment of all fuel and other products Kath delivers to you. Your payment to any third-Party Payor will not relieve you of your obligation to pay Kath in the event the Third-Party Payor fails to forward your payment to Kath.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS HEREIN AND UNDERSTAND THEY SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA. I AUTHORIZE THE RELEASE OF CREDIT AND FINANCIAL INFORMATION TO KATH FUEL OIL SERVICE BY BANKS, TRADE REFERENCES AND CREDIT REPORTING AGENCIES.

FOR: _____ SIGNEDBY _____ TITLE _____ DATE _____
(COMPANY NAME)

TRANSPORT LOAD CUSTOMERS—ACH DEBIT AUTHORIZATION REQUIRED

(Complete page 2)



GUARANTY

In consideration of **KATH FUEL OIL SERVICE CO.** ("Kath") entering into certain agreements with, and extending credit to _____ (Name of Business) (referred to in this Guaranty as the "Debtor"), and in order to induce Kath to do so, the undersigned hereby jointly, severally, and unconditionally guaranty to Kath the full and prompt payment and performance of all obligations and indebtedness incurred by the Debtor to Kath under the terms of any such agreements and extensions of credit, whether created before or after the date of this Guaranty (all of which shall be referred to in this guaranty as the "Obligations").

This guaranty is an absolute, unconditional and continuing guaranty and is in no way conditioned upon any requirement that Kath first attempt to collect the Obligations from the Debtor or resort to any collateral security or other means of obtaining payment. The undersigned agree that Kath may, without notifying the undersigned, compromise or extend or modify the Obligations, and the undersigned hereby agree that no such act shall operate to release or diminish their liability under this guaranty.

The undersigned hereby expressly waive notice of the acceptance of this guaranty by Kath, waive notice of all Obligations created and credit extended to Debtor, waive presentment, demand for payment, notice of dishonor or non-payment and protest, waive notice of taking notes or other security for such indebtedness as may be incurred by the Debtor to Kath and waives notice of default by the Debtor. The undersigned agrees that Kath may release any security for the Obligations without notice to the undersigned and without affecting this Guaranty. The undersigned agree to pay on demand all costs, expenses and reasonable attorney's fees paid or incurred by Kath in connection with the enforcement of the Obligations of this Guaranty.

No release or discharge of any one or more of the undersigned shall release or discharge any of the other undersigned, unless and until all of the Obligations have been fully paid and discharged. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any other person or entity liable for the Obligations unless and until the Obligations have been paid in full and discharged.

The undersigned waive any and all surety defenses, except the defense of discharge by payment in full. The liability of the undersigned shall not be affected or impaired by any voluntary liquidation, dissolution, sale or other disposition of all or substantially all the assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar event or proceeding affecting the Debtor or any of its assets.

This Guaranty shall be the joint and several obligation of the undersigned, and shall be binding upon the respective heirs, legal representatives, successors and assigns of the undersigned, and shall inure to the benefit of successors and assigns of Kath. This Guaranty shall be constructed and interpreted in accordance with and governed by the laws of the State of Minnesota.

Dated this ____ day of _____, _____.

Signature

Print Name

Residence Address