



**Colonial Fuel & Lubricant Services, Inc.**

A Subsidiary of Colonial Group, Inc.

[www.colonialfuels.com](http://www.colonialfuels.com)

Use dropdown to choose Sales Representative

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**CREDIT INFORMATION**  
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Date Credit Line Requested (\$)

Full Legal Name of Company (hereinafter "Buyer") Phone Number Fax Number

DBA (if different)

Billing Address City County State Zip Code

*Corporation*    *Partnership*    *LLC*

*Sole Proprietor*    *Other (specify):*

Type of entity (circle or check one) In Business Since

A/P Contact & Phone Number & E-mail Federal Tax ID # (required) Purchasing Contact and Phone Number

Please check YES / NO    \* **Attach Sales Tax Exemption Certificate**

**Tax Exempt \***    **Ship to Address:** \_\_\_\_\_  
(attach additional sheets if more than 2 Ship-To's)

**Estimated Purchases:**    Product Type Estimated Monthly Gallons

**Preferred Payment Method:**     ACH     Check     Draft     Wire    [Preauthorized Payment Agreement Form \(for draft\)](#)

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**\* OWNERSHIP INFORMATION**

For the Buyer and each Guarantor which is an entity, please complete the information below. Attach separate sheet of paper if more space required.

Name	Title	Ownership %	Home Address	Home Phone
Total:		100%		

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**BANK AND TRADE REFERENCES**

*NOTE: IF REQUESTING CASH ON DELIVERY ("COD") OR CASH IN ADVANCE PAYMENT TERMS ("CIA") YOU MAY LEAVE THE REFERENCES SECTION BLANK.*

Primary Bank City State Phone Number

Contact Person Fax Number E-mail Address

**PLEASE LIST THREE TRADE REFERENCES WITH WHICH YOU MAINTAIN SIGNIFICANT BALANCES:**

<u>Company Name</u>	<u>City, State</u>	<u>Phone Number</u>	<u>Fax Number or E-mail</u>
<u>Company Name</u>	<u>City, State</u>	<u>Phone Number</u>	<u>Fax Number or E-mail</u>
<u>Company Name</u>	<u>City, State</u>	<u>Phone Number</u>	<u>Fax Number or E-mail</u>

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**PLEASE LIST THE BUYER'S OTHER FUEL / LUBE SUPPLIERS**

<u>Company Name</u>	<u>City, State</u>	<u>Credit Line Amount</u>
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(1) Has the Buyer or any guarantor ever filed for bankruptcy? Yes No (If Yes, attach detail)

(2) Does the Buyer or any guarantor have any filed or pending bankruptcy cases, tax liens, judgment liens, lawsuits, or past due taxes? Yes No (If Yes, attach detail)

(3) Do you prefer invoices and/or monthly statements to be e-mailed? If Yes, check boxes as appropriate:

Invoices Statements Both Send by E-mail and US Mail? Yes

E-mail address(es) for Invoices: \_\_\_\_\_

E-mail address(es) for monthly statements, if different from above: \_\_\_\_\_

(4) Does Buyer require P.O. number to be included on all invoices? Yes No

(5) Please note that, if a Cash on Delivery or Cash in Advance account, the owners tax ID number must be provided for a credit check.

The undersigned certifies that he/she is the duly appointed \_\_\_\_\_ of Buyer and has the authority to bind Buyer to this agreement. (Title of Authorized Signer)

The information given herein is offered as part of a request by Buyer for an extension of credit for commercial business use and is certified, represented and warranted to be true, correct, and complete. Buyer and/or all Guarantors authorize CFLS to investigate all credit references and other sources pertaining to Buyer's and Guarantor(s)' credit and/or financial responsibility and authorizes Buyer's and Guarantor(s)' banks and trade creditors to provide CFLS with complete information for the purpose of credit evaluation. THE GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES BY COLONIAL FUEL AND LUBRICANT SERVICES, INC. LOCATED AT HTTP://COLONIALFUELS.COM/GTC ARE INCORPORATED HEREIN BY REFERENCE, MADE A PART OF THE AGREEMENT BETWEEN BUYER AND CFLS, AND SHALL APPLY TO AND GOVERN ALL BUYER'S PURCHASES FROM CFLS. SUCH GENERAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY CFLS FROM TIME TO TIME, AND THE TERMS AND CONDITIONS APPLICABLE TO EACH NEW PURCHASE BY BUYER WILL BE THOSE IN EFFECT ON SAID WEB PAGE UPON THE EARLIER OF BUYER'S RECEIPT OF PRODUCT, CFLS'S DELIVERY TO OR FOR THE BENEFIT OF BUYER OF PRODUCT, OR BUYER'S PAYMENT FOR PRODUCT. BUYER SHOULD REVIEW THE TERMS AND CONDITIONS PRIOR TO EACH PURCHASE REQUEST. While the General Terms and Conditions may be viewed, downloaded and printed from http://colonialfuels.com/gtc, CFLS will provide a copy of the General Terms and Conditions and updates thereto upon request. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an original, and by executing and delivering this Agreement or by requesting, purchasing, receiving or paying for products or services from CFLS, the undersigned agrees to be bound hereby and by the General Terms and Conditions, as the same may be changed from time to time as aforesaid.

Sign Here

All Guarantors/Owners must sign below (to authorize a credit check) as well as the attached Guaranty (if more than one Guarantor, additional Guaranty forms can be downloaded at this link: http://colonialfuels.com/personalguaranty). Note: if you prefer to send directly to the Credit Department, e-mail the application to Credit\_CFLS@colonialgroupinc.com.

Guarantor/Owner #1 Signature

Social Security Number (for credit report investigation)

Print Name

Date

Guarantor /Owner #2 Signature

Social Security Number (for credit report investigation)

Print Name

Date

\* Note: If multiple owners/guarantors, each should sign a separate guaranty form (only one copy attached to this form).

CFLS Internal Use Only:

CFLS Sales Rep: \_\_\_\_\_

P.O. Required? Yes No

Credit Limit as Approved: \_\_\_\_\_

Payment Terms as Approved: \_\_\_\_\_

Risk Rating: EZC: EH: CR:

Approved By/Date: \_\_\_\_\_

# GUARANTY

Purchaser: \_\_\_\_\_ (“Purchaser”)  
Guarantor: \_\_\_\_\_ (“Guarantor”)  
Beneficiary: Colonial Fuel and Lubricant Services, Inc. and/or its affiliates (collectively and individually, "Colonial")

For good and valuable consideration and in order to induce Colonial to sell goods or services to Purchaser in such amounts and on such credit, payment or other terms as Colonial may in its sole discretion approve, extend, increase, decrease, waive or otherwise modify from time to time, Guarantor hereby unconditionally and absolutely guarantees to Colonial the full and prompt payment and/or performance, when due, of all indebtedness, obligations, covenants and duties of Purchaser to Colonial, whether now existing or hereafter created or arising, as well as all costs and expenses of or incidental to the collection or enforcement of any of the foregoing or the enforcement or collection of this Guaranty, including reasonable attorneys' fees actually incurred and costs of litigation generally, whether or not suit is filed or on appeal (collectively and individually, the "Obligations"). Guarantor waives presentment, demand, protest, and all notices of any kind or nature. Colonial may, from time to time without notice to Guarantor, extend, modify, release, waive, increase, decrease, renew or compromise, in whole or in part, the Obligations, any terms or requirements related thereto, any collateral for any of the Obligations, Purchaser's credit limit, and/or any present or future terms or conditions of sales or credit to Purchaser or payment, in each case without releasing, discharging, extinguishing, modifying or affecting in any way this guaranty agreement or Guarantor's liability hereunder. This guaranty is a continuing, absolute, and unconditional guarantee and will remain in effect until all Obligations to Colonial have been satisfied in full. Guarantor's liability hereunder shall not be discharged, reduced, affected or impaired by any act, failure to act, neglect or omission by or on the part of Colonial or any other person or entity which but for this provision might or could in law or in equity act to release or reduce Guarantor's liabilities hereunder or otherwise constitute a legal or equitable discharge of a surety or guarantor under applicable law or this agreement. Colonial shall not be required to resort or look for payment and/or other performance to Purchaser, any other guarantor, or any collateral prior to enforcing this Guaranty against Guarantor. So long as any Obligations are due and owing or to become due and owing by Purchaser to Colonial, Guarantor shall not, without Colonial's written consent, collect from Purchaser, by subrogation or otherwise, any claim or debt acquired by Guarantor through the payment of Obligations or otherwise. The liability of the Guarantor hereunder shall be reinstated to the extent Colonial hereof is required at any time to disgorge or repay any amounts then previously received in payment of the Obligations, for any reason, including, without limitation, amounts recovered pursuant to preference claims in connection with bankruptcy proceedings of the Purchaser. No waiver of or failure on the part of Colonial to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute in any way a discharge or waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by a related document or by law. If there is more than one guarantor of the Obligations, Guarantor's obligations hereunder shall be joint and several. Guarantor irrevocably agrees that the direct and/or indirect consideration to Guarantor from providing this guaranty has been received and is legally sufficient in all respects and waives any right to hereafter contest the receipt or sufficiency thereof. This guaranty shall be governed by the laws of Georgia, without reference to the conflicts or choice of law principles thereof, any legal proceeding with respect to this guaranty shall be brought in the federal or state courts of Chatham County, State of Georgia, and each party consents to the jurisdiction and venue of said courts. This guaranty shall not be construed against any party as the drafter, constitutes the entire and complete agreement between the parties hereto regarding the subject matter hereof and may be modified only in a writing signed by Guarantor and Colonial. This agreement shall be binding upon and inure to the benefit of the heirs, estate, legal representatives, successors, and assigns of the Guarantor and Colonial but may not be assigned or delegated by Guarantor without Colonial's prior written consent. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an executed delivered original. Executed by Guarantor under seal as follows:

Signed, sealed and delivered in the presence of:

GUARANTOR

\_\_\_\_\_  
Notary Public / Witness

\_\_\_\_\_  
Guarantor's signature (L.S.)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Guarantor's printed name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Guarantor's Street Address (including City, State, Zip)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number (for credit reporting purposes)

# **COLONIAL FUELS AND LUBRICANT SERVICES, INC.**

## **EQUIPMENT LICENSE AGREEMENT**

This equipment license agreement made and entered into by and between Colonial Fuels and Lubricant Services, Inc., a Georgia Corporation and the licensor (“CFLS” or “LICENSOR”), and \_\_\_\_\_, the licensee (“CUSTOMER” or “LICENSEE”). For and in consideration of the promises and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CFLS and CUSTOMER agree as follows.

- 1) CFLS hereby grants to CUSTOMER a revocable license to use equipment listed in Attachment A or provided to CUSTOMER as part of any work or service order after the date of this agreement (the “Equipment”). The Equipment shall remain the property of CFLS and shall not be removed from the location delivered without the express written consent of CFLS. CUSTOMER, at its expense, shall pay for all permits, licenses, taxes and assessments on the Equipment and will reimburse CFLS in a timely manner for any such expenses paid on behalf of CUSTOMER. CUSTOMER agrees that Equipment shall be used solely for the storage and dispensing of products purchased from CFLS and for no other purpose.
- 2) CUSTOMER accepts delivery of the Equipment in its present condition. While the Equipment is in CUSTOMER’S possession, CUSTOMER agrees to protect the Equipment from fire, water intrusion, flood, hurricane, tornado, wind or rain damage and from vandalism, theft or mysterious disappearance. CUSTOMER is responsible for ANY damage to equipment while in the CUSTOMER’S possession. Should any of the above incidents occur to lose or destroy the Equipment or its product content, CUSTOMER agrees to replace the Equipment or pay CFLS for the Equipment at CFLS’ cost to replace the Equipment and assume responsibility for damages due to contaminated product.
- 3) THE GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES BY COLONIAL FUEL AND LUBRICANT SERVICES, INC. LOCATED AT [HTTP://COLONIALFUELS.COM/GTC](http://colonialfuels.com/gtc) ARE INCORPORATED HEREIN BY REFERENCE, MADE A PART OF THE AGREEMENT BETWEEN BUYER AND CFLS, AND SHALL APPLY TO AND GOVERN ALL BUYER’S PURCHASES FROM CFLS. SUCH GENERAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY CFLS FROM TIME TO TIME, AND THE TERMS AND CONDITIONS APPLICABLE TO EACH NEW PURCHASE BY BUYER WILL BE THOSE IN EFFECT ON SAID WEB PAGE UPON THE EARLIER OF BUYER’S RECEIPT OF PRODUCT, CFLS’S DELIVERY TO OR FOR THE BENEFIT OF BUYER OF PRODUCT, OR BUYER’S PAYMENT FOR PRODUCT. BUYER SHOULD REVIEW THE TERMS AND CONDITIONS PRIOR TO EACH PURCHASE REQUEST OR WORK ORDER. While the General Terms and Conditions may be viewed, downloaded and printed from <http://colonialfuels.com/gtc>, CFLS will provide a copy of the General Terms and Conditions and updates thereto upon request. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an original, and by executing and delivering this Agreement or by requesting, purchasing, receiving or paying for products or services from CFLS, the undersigned agrees to be bound hereby and by the General Terms and Conditions, as the same may be changed from time to time as aforesaid.
- 4) A fair and reasonable charge will be made for delivery of tank, pick-up of tank, service calls, parts, and labor due. Service charges shall apply to service calls including but not limited to those related to negligence or misuse of equipment by CUSTOMER. This negligence includes but is not limited to that of CUSTOMER’S employees, agents, patrons and visitors.
- 5) CUSTOMER will comply with all laws, ordinances, and regulations applicable to the Equipment or Customer’s use thereof throughout the term of this agreement, including but not limited to applicable environmental laws, rules and regulations. CFLS shall not be responsible for any loss, spill or release of any fuel, oil, ATF, DEF, grease, gear lube, anti-freeze, undercoating, rustproofing, or other product or things caused by or resulting from in any way any failure or malfunction of the Equipment or any use of the Equipment while in CUSTOMER’S possession or on CUSTOMER’S premises, and CUSTOMER will defend, hold harmless and indemnify CFLS from and against any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney’s fees. It is recommended for CUSTOMER’S own protection that the air supply be cut off from the pumps whenever they are not being used.
- 6) CFLS shall not be liable to CUSTOMER or CUSTOMER’S employees, agents, customers, suppliers, contractors, patrons, visitors, or to any other person whomsoever for any injury to person or damage to property on or about the CUSTOMER’S premises resulting in any way from the use or possession of the Equipment while in CUSTOMER’S

possession or on CUSTOMER'S premises. CUSTOMER will defend, hold harmless and indemnify CFLS from any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney's fees.

- 7) **DEFAULT, TERMINATION, REMEDIES:** Either CUSTOMER or CFLS may terminate this agreement at any time for any or no reason upon at least 5 days advance written notice. If one or more of the following events occur, CUSTOMER will be deemed for all purposes to be in default hereof, and CFLS, at its option and without any further or advance notice, will have good cause and the right to terminate this agreement, to take possession of and pick up the Equipment, and/or take such other action as may be permitted under this agreement, in equity or at law.
- i) CUSTOMER fails to make any payment to CFLS within terms or files Bankruptcy.
  - ii) CUSTOMER fails to meet monthly volume throughput requirements established in Attachment A
  - iii) CUSTOMER violates or otherwise fails to comply with any material requirement imposed upon or promise made by it in this Agreement including utilizing equipment for products not purchased from CFLS.
  - iv) CUSTOMER (i) becomes insolvent (defined for purposes hereof as failure to meet its obligations as the same fall due); (ii) files a pleading or creates any document admitting an allegation of insolvency; (iii) makes an assignment for the benefit of creditors or applies for, consents to or suffers the appointment of a receiver or trustee for any part of its property or assets; or (iv) fails to satisfy or to appeal from any judgment or attachment within thirty days from the date of entry.
- 8) CUSTOMER shall not assign, transfer, convey or sublet any interest in this agreement or any portion hereof, without the prior written consent of CFLS, which will not be unreasonably withheld.
- 9) The terms and covenants in this agreement shall survive any termination of this agreement and CUSTOMER grants CFLS the right to enter onto the premises where the Equipment is located and remove the same upon termination.

**ATTACHMENT A**

In addition to any equipment delivered as part of a work or service order after the date of this agreement, the "Equipment" means and includes the items listed below, which Equipment the CUSTOMER agrees shall, at all times, reside at the location it was delivered unless prior written consent is given by CFLS.

Quantity	Serial Number	Description	Monthly Volume Throughput

LICENSOR:

LICENSEE:

Colonial Fuels and Lubricant Services, Inc.

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_