



Colonial Fuel & Lubricant Services, Inc.

A Subsidiary of Colonial Group, Inc.

www.colonialfuels.com

Use dropdown to choose Sales Representative

CREDIT INFORMATION

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 \(for draft\)](#)

* **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%		

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:

Company Name	City, State	Phone Number	Fax Number or E-mail

PLEASE LIST THE BUYER'S OTHER FUEL / LUBE SUPPLIERS

Company Name _____ City, State _____ Credit Line Amount _____

(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.

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)