



Credit Application

Last Name: _____ First: _____ M.I. _____

Business Name: _____

Mailing Address _____

Physical Address _____

City: _____ State: _____ Zip: _____

Number of years you have lived at current address _____

Home Phone Number: _____ Work or Cell Phone Number: _____

Social Security Number (Required): _____ Or FI# _____

Birthdate (Required): _____

Present Employer: _____

Employers Address: _____

I Am Presently Banking At: _____

Bank Address: _____

Reason For: Home Heat - LP Fuel Oil (will call or scheduled delivery) Farm Account

Do you ___ OWN or ___ RENT your home? If renting, name of landlord _____

If you have recently purchased this property, name of past owner _____

Has the applicant filed bankruptcy within the past seven years? NO YES If yes, provide date of filing and location of filing.

The applicant is a Individual Sole Proprietor Business Partnership Corporation

References: 1. _____

2. _____

3. _____

**** Note****

No Personal References Please - List Businesses Where You Currently Have Or Have Had A Charge Account Thank You!!

You agree that the following terms will govern any purchases made, and any charges to any account that you have with Best Oil Company.

1. In this Agreement “you” and “your” is the applicant(s), and “we” or “our” is Best Oil Company.
2. You will pay the entire balance owing on your account statement by the due date and you understand that if any portion of your balance remains unpaid beyond that date your credit privileges may be suspended or revoked.
3. You agree that an interest or finance charge of 1.5%, which is an annual percentage rate of 18%, per year will be applied to that part of any balance that resulted from purchases made during a calendar month, but not paid before the 15th of the following month plus any previous balance that remains unpaid. Further terms of the account are specified on the account statements. The minimum charge is \$.50 per month.
4. If the account is not paid by the end of the second month following the month of purchase, the account may be classified as delinquent and, at our option, no further credit shall be extended until the account is paid.
5. Your payments shall be applied first to the unpaid finance or interest charge, then to the remaining outstanding balance.

6. In the event that payment is not received when due, you are liable to Best Oil Company for the payment of all our collection costs, court costs, and any attorney's fees to pursue payment of your debt.
7. The terms and conditions of this document may be amended only by the agreement of all parties in writing.
8. If you are applying for a Joint Account, both of you agree to be bound by the terms and conditions of this agreement and each of you agree to be jointly and severally liable for the payment of all purchases or charges made from Best Oil Company.
9. This agreement shall be construed as having been delivered in the State of Minnesota and shall be construed in accordance with the laws of the State of Minnesota. All parties hereto expressly agree that venue shall be in the State of Minnesota, County of Carlton only, and the undersigned hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Carlton, and the U.S. District for the District of Minnesota.
10. We are not liable for any consequential or special damages of any kind. Any implied warranties, including the implied warranty of merchantability and of fitness for a particular purpose, are hereby waived by you. All implied warranties are excluded, and all goods are purchased on an as is basis.

In consideration of Best Oil Company extending credit to the undersigned, you agree that the above statements, to the best of your knowledge, are true and accurate, and you agree to pay your account within the terms specified on the statements provided to you, including any finance or interest charges that may accrue if incurred.

I understand that Best Oil Company will retain this application whether or not it is approved. Best Oil Company is authorized to check your credit and employment history, to answer questions about your credit experience with Best Oil Company, and to obtain a credit report on any applicant(s).

Applicant Name (Print): _____

Applicant Signature: _____ Date _____

Joint Applicant Name (Print): _____

Joint Applicant Signature: _____ Date _____

Personal Guarantee

(To be completed by all applicants except individuals)

Each of the undersigned hereby guarantees full payment of all present and future indebtedness of the applicant. This guarantee is open and continuous and is given to induce Best Oil Company to extend credit to the applicant. This personal guarantee shall remain effective until revoked by the undersigned by notice in writing to Best Oil Company. However, such a revocation shall be effective only as to amounts due which arise out of new contracts or transactions entered into more than 30 days after receipt of notice by Best Oil Company. Such notice must be given by certified mail to Best Oil Company. At any time Best Oil Company may, without notice, extend credit to applicant or modify, renew, extend, or compromise any indebtedness; take, subordinate, or release any security interests; release applicant or any other guarantor from any liability for indebtedness and otherwise deal with applicant and other guarantors in any manner deemed fit, without waiving the effectiveness of this personal guaranty. Each guarantor waives presentment, demand, protests, and notice of any kind. If there is more than one guarantor, the obligations are joint and several. Best Oil Company may bring a separate action against any guarantor without first proceeding against the applicant, or any other person or security, and without pursuing any other remedy. In any proceeding to interpret or enforce this personal guarantee, Best Oil Company shall be entitled to recover all of its costs and attorney fees from any personal guarantor. All notices regarding this personal guarantee must be sent by certified mail to Best Oil Company, 30 North 8th Street, Cloquet, Minnesota 55720. Each guarantor hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Carlton, and the U.S. District for the District of Minnesota.

 Guarantor Name and Title (print)

 Guarantor Name and Title (print)

 Guarantor Social Security Number

 Guarantor Social Security Number

 Guarantor Signature (Date)

 Guarantor Signature (Date)