



CREDIT APPLICATION

Thank you for your interest in Ports Petroleum Company, Inc. We look forward to doing business with you.

Enclosed you will find our credit application. Once completed, please email to sales@portspetro.com or fax 330-804-9129.

Please note, failure to provide the Retail Dealer Number will prevent you from receiving a Shrinkage Allowance from the State of Ohio.

It is the responsibility of the customer to provide and keep current all tax forms in a timely manner. If tax forms are not provided or are expired, purchases will be subject to any and all applicable taxes.

Please contact us if we can be of further assistance.

Sincerely,

Ports Petroleum Company, Inc.
330-264-1885
800-562-0373

Application Checklist

- Copy of tax forms
- Current audited financials
- Copy of driver's licenses for all owners, partners, and directors
- Underground storage tank registrations
- Completed personal guaranty
- Personal financial statements for all parties signing personal guaranty

Application Information

Sales Person _____

Monthly Volume _____

Credit Line Requested _____

Average Delivery Quantity _____

Region _____

Company Information

Business Name _____ Years in Business _____
Street/PO Box _____ County _____
City _____ State _____ Zip Code _____
Phone _____ Fax _____ Retail Dealer # _____
Check One: Corporation Partnership Sole Proprietorship Federal ID# _____
Accounts Payable Contact _____ Phone _____
24 Hour Emergency Contact _____ Phone _____

Owners, Partners, Directors

Name _____ Phone _____ % Ownership _____
Home Address _____ City _____
State _____ Zip Code _____ Social Security Number _____
Name _____ Phone _____ % Ownership _____
Home Address _____ City _____
State _____ Zip Code _____ Social Security Number _____

Please list information of any additional owners, partners or directors on a separate page and attach.

The undersigned authorizes Ports Petroleum to perform background/credit checks on all owners.

Invoice Options

Method of Delivery Email _____ Fax _____
(email address) (fax number)
Contact Name _____ Phone _____

In addition to the method of delivery selected above, you may also receive text notifications.

Mobile Number _____ Carrier _____

Receive text notifications (may select multiple) Quotes Invoices EFT Delivery Updates

Tax Information

Tax Contact _____ Phone _____

Sales Tax Exempt No Yes (If yes, please provide sales tax licenses.)

Licensed Fuel Supplier or Distributor No Yes (If yes, please provide fuel licenses.)

Property Information

Owner/Landlord _____ Phone _____

Owner/Landlord Address _____

Parcel # _____ Length of Lease _____ Monthly Payment _____

Tank Information

Above Ground Tank(s)

Below Ground Tank(s)

Gallons _____ Product _____

Pump On-Site No Yes

Please include tank registration from the state.

EFT Authorization

Customer hereby authorizes Ports Petroleum Company, Inc. ("Ports"), for its own account, to initiate electronic funds transfer debit and credit entries to Customer's deposit account described below, and does further authorize the financial institution described below, to debit or credit such entries to the Customer's account. Customer shall receive notice of drafts one business day prior to initiation. This Authority shall remain in effect until terminated upon fifteen days written notice by either Customer or Ports. Notice of termination shall in no way affect debit entries initiated prior to actual receipt of this notice.

Bank Name _____ Bank Account Number _____
Street Address _____ Routing/ABA Number _____
City _____ State _____ Zip Code _____
Bank Contact _____ Contact Phone _____

Attach voided check or deposit slip for above account.

Trade References

Provide Three (3) Trade References

Trade Reference Name _____ City/State _____
Fax _____ Phone _____
Trade Reference Name _____ City/State _____
Fax _____ Phone _____
Trade Reference Name _____ City/State _____
Fax _____ Phone _____

Bank References

Bank Name _____ Bank Account Number _____
Street Address _____ City/State _____
Bank Contact _____ Contact Phone _____

The undersigned authorizes Ports Petroleum Company, Inc. to contact the above bank and trade references to obtain information.

Credit Terms and Conditions

Should the undersigned default on any obligation to Ports Petroleum Company, Inc. ("Ports") the company agrees to pay in addition to the principal due the following: late fees which shall accrue at 1.5 percent per month, attorney fees, and all costs of any nature incurred by Ports to pursue the delinquent obligation. The undersigned agrees to notify Ports, in writing, of any changes in ownership in relation to the company or the property. Payment for motor fuel products is due net 7 days from the date of delivery, any account that is past due or over the credit limit set by Ports requires the credit manager's approval for additional purchases. The parties agree that this contract is entered into in Wooster, Ohio and that this contract is governed by Ohio law. The undersigned submits to personal jurisdiction in Wayne County, Ohio and waives any right to assert forum non conveniens and agrees that any dispute between the parties shall be exclusively brought in courts having territorial jurisdiction over Wooster, Ohio. Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the extending of credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. I have read, understand, and agree to the conditions presented in this application.

Signature (must be company principal) _____

Title _____ Print Name _____

Company Name _____ Date _____



GUARANTY AGREEMENT

In consideration of and as inducement for Ports Petroleum Company, Inc. ("Ports"), to sell product to Debtor set forth below on credit or delayed payment terms, to extend to Debtor existing or new credit or indebtedness, and/or to otherwise assume a credit risk with respect to Debtor whereby Debtor will owe money to Ports, each of the undersigned guarantors (hereinafter, collectively and individually a "Guarantor") do hereby agree, jointly and severally with the Debtor and other Guarantor(s), if any, as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Ports the full and prompt payment, when due of all of the Obligations. For purposes hereof, "Obligations" shall mean and include all indebtedness and liability of whatsoever nature of the Debtor to Ports, whether now existing or hereafter created and whether due or to become due, absolute or contingent, direct or indirect, and the prompt and full performance of all other duties of the Debtor to Ports. This Guaranty shall be construed as a continuing, absolute, and unconditional guarantee.

2. Guarantor hereby waives (a) presentment, demand, notice of nonpayment, protest, and notice of protest on the Obligations; (b) notice of acceptance of this Guaranty by Ports; and (c) notice of the creation or occurrence of the Obligations by the Debtor. Ports may from time to time, without notice to the Guarantor, which notice is hereby waived by the Guarantor, extend, modify, renew or compromise the Obligations in whole or in part or the performance of any other duty of the Debtor without releasing, extinguishing, or affecting in any manner whatsoever the liability of the Guarantor hereunder. Guarantor irrevocably agrees that the consideration for this Guaranty is sufficient as a matter of law, and waives, releases and gives up all rights to hereafter, and will not hereafter claim, allege or contend this Guaranty fails for lack or failure of consideration.

3. This Guaranty shall remain in full force and effect and be binding upon the Guarantor until the Obligations are paid in full and/or otherwise fully performed. Notwithstanding anything to the contrary, Guarantor may terminate this guaranty solely with respect to the guaranty of new indebtedness owed by Debtor to Ports which first arises or is incurred after the twentieth (20th) day after Guarantor gives Ports written notice of termination by certified mail, return receipt requested at P.O. Box 1046, Wooster, Ohio 44691; it being understood that this Guaranty will continue with respect to other obligations.

4. Upon any default or breach in any payment owed by Debtor to Ports, Guarantor shall provide Ports upon request, at such times as may be specified by Ports, with true and correct financial statements, tax returns and/or other information concerning the financial condition of Guarantor and/or Debtor as Ports may request from time to time.

5. This Guaranty shall be binding upon the heirs, estate, legal representatives, successors, and assigns of the Guarantor, and shall inure to the benefit of Ports and its successors, assigns, and legal representatives. The Guarantor shall have no right to assign, delegate or otherwise transfer any of its obligations under this Guaranty to any third party without the prior written consent of Ports; and any such assignment, delegation or transfer shall not release or affect the liability of the Guarantor hereby in any manner whatsoever.

6. The liability of the Guarantor hereunder shall be reinstated to the extent Ports 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 Debtor.

7. If any term or provision of this Guaranty is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Guaranty or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. This Guaranty is to be construed in accordance with the laws of the State of Ohio without reference to principles of conflicts of laws. Any legal action or proceeding with respect to this Guaranty shall be brought in the federal or state courts having territorial jurisdiction in Wayne County, Ohio. Guarantor hereby submits to the jurisdiction and venue of said courts, hereby expressly waiving any defense of personal jurisdiction and inconvenient or improper venue. Guarantor shall pay to Ports all costs of enforcing and collecting under this Guaranty including, without limitation, reasonable attorneys' fees and costs and expenses of litigation generally, whether on appeal or otherwise, and all such costs shall accrue interest thereon at the lesser of 12% per annum or the highest rate permitted by applicable law from the date incurred by Ports until paid by Guarantor.

9. No failure on the part of Ports to exercise, and no delay in exercising any right or remedy hereunder shall operate as or constitute a 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, by any other agreement between Ports and the Debtor and/or Guarantor, or by law.

10. This Guaranty, along with all documents, instruments and written agreement incorporated herein by reference, constitute the entire and complete agreement between the parties hereto regarding the subject matter hereof and supersedes any prior oral or written agreement between the parties with respect to the obligations and covenants contemplated hereunder. This Guaranty may be executed in counterparts and a facsimile or email copy of this document, showing all signatures on one or more counterparts shall for all purposes be construed as a duplicate original. The undersigned executed this Guaranty Agreement as of the day and year first above written.

GUARANTOR(S):

Signature _____

Spouse Signature _____

Owner's Name _____

Owner's Spouse _____

Address _____

Address _____

City, State Zip _____

City, State Zip _____

Date _____

Date _____

Signature _____

Spouse Signature _____

Owner's Name _____

Owner's Spouse _____

Address _____

Address _____

City, State Zip _____

City, State Zip _____

Date _____

Date _____

Insert Debtor Name Here _____