

GARY YOUNG AGENCIES LTD.

1085 Great St. Prince George B.C., V2N 2K8

Tel: (250) 563-1725 Fax: (250) 562-7678

CUSTOMER ACCOUNT

DATE: _____
FOR GYA USE ONLY

APPLICATION FOR CREDIT

Any questions regarding this application call: 563-1725 or out of town 1-800-563-1725

Name of Applicant: _____ (the "Applicant")

- If corporation: full legal name, (ex. Johnson Trucking Ltd.)

- If partnership: full legal name and identify as partnership, (example: Johnson Bros. Trucking, a partnership)

- If proprietorship :principal's full name, doing business as trade name, if any, (example: Bill Henry Johnson, doing business as Johnson Trucking)

Contact Information for the Applicant:

Head Office Address: _____

Mail Address: _____

Tel: _____ Fax: _____

Email: _____

Information About the Applicant:

What Business is the Applicant Involved in? _____

How Many Years in Business? _____

Related Companies/Businesses: _____

Currently Working For? _____

PST # if Applicable: _____

Bookkeeper: _____

May we call bookkeeper regarding your account? Please initial _____ (yes) _____ (no)

Estimated Monthly Credit Requirements? _____

We Intend to Purchase the following Products:

- Diesel Fuel _____ (clear) _____ (dyed) Estimated Annual Volume _____

- Gasoline _____ (clear) _____ (dyed) Estimated Annual Volume _____

- Lubricants _____ (packaged) _____ (bulk)

Number of Cards required for Cardlocks: _____

Do you want unit numbers or names assigned to the cards? _____ (yes) _____ (no)

Note: Our cardlock cards will automatically access all sites throughout Western Canada. The rest of Canada may be set up upon request. The USA is not accessible.

Applicant's Credit References:

Name of Company	Contact Person	Tel./Fax
1.		
2.		
3.		

Applicant's Banking Information:

Name of Bank	Branch	Tel.	Contact

PLEASE READ CAREFULLY

1. The Applicant acknowledges and agrees that the information contained in this Application for Credit is provided to Gary Young Agencies Ltd. (referred to in this part as GYA) for the purposes of obtaining credit and GYA is relying on such information in determining whether or not to provide credit to the Applicant.
2. The Applicant warrants and represents that the information contained in this Application for Credit is true and correct.
3. The Applicant authorizes GYA to obtain such credit reports and information as may be deemed necessary by GYA to properly consider this application for credit.
4. The Applicant acknowledges and agrees that if this Application for Credit is accepted and GYA supplies products to the Applicant on credit, the Applicant shall:
 - (a) Pay any and all amounts outstanding to GYA on or before the 15th day of the following month of which the purchase was made;
 - (b) Pay interest on any and all amounts which remain outstanding 30 days after the date the monthly statement is issued at a rate of 2% per month, compounded monthly on the outstanding balance (26.82% per annum);
 - (c) Provide such security to GYA as is necessary to properly secure the credit being supplied to the Applicant;
 - (d) Pay to GYA any and all costs and expenses (including legal fees on a solicitor and client basis) suffered by GYA as a result of the Applicant's failure to pay amounts outstanding when due;
 - (e) Only purchase products that the Applicant by law is authorized or entitled to purchase (for example, purchasing coloured gasoline products in Alberta without a certificate authorizing same). In the event the Applicant purchases products which the Applicant is not authorized by law to purchase, the Applicant agrees to indemnify and save GYA harmless against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including legal fees on a solicitor and own client basis) suffered by GYA as a result of such unauthorized purchases;
 - (f) Promptly report in writing to GYA any cardlock cards which are lost or stolen. The Applicant acknowledges and agrees that the Applicant is responsible for any and all products purchased on such cardlock cards up until the lost or stolen cardlocks cards are cancelled.
5. The Applicant acknowledges and agrees that GYA may withdraw credit privileges at any time without notification.

Date: _____, 20_____.

If the Applicant is a Corporation or Partnership:

If the Applicant is a Proprietorship sign below:

(Print Applicant's Name above)

per:

Authorized Signatory

Applicant's Signature

**** PLEASE READ CAREFULLY ****

Unless specifically waived in writing by Gary Young Agencies Ltd., it is a condition of all credit provided by Gary Young Agencies Ltd. that the principals of the Applicant personally guarantee the due payment of all outstanding amounts and liabilities of the Applicant. The following must be properly completed, and signed by ALL of the principals of the Applicant.

Principals' Information:

- if corporation: provide information for all shareholders and directors
- If partnership: provide information for all partners
- If proprietorship: provide information for principal

** If there are more than two principals please attach a separate sheet of paper with the other principal's information.

	Principal #1	Principal #2
Full Legal Name:		
Director (Yes or No)		
Title (ex. President):		
Principals' Residential Address:		
Own or Rent home	_____ Own _____ Rent	_____ Own _____ Rent

Home Phone #		
Cell Phone #		
Social Ins. #		
Date of Birth:		

PERSONAL GUARANTEE OF THE PRINCIPAL(S)

Whereas the undersigned principal(s) of the Applicant (in this part referred to as the “Principal(s)”) are directors and/or shareholders of the Applicant and/or partners in the Applicant and/or principal(s) of the Applicant and desire the Applicant to purchase products from Gary Young Agencies Ltd. (in this part referred to as “GYA”) and desire GYA to permit the Applicant to purchase such products on credit.

Now therefore in consideration of GYA considering this Application for Credit and if accepted, supplying and continuing to supply and deliver products to the Applicant either continuously or intermittently from time to time, the Principal(s), and each of them (if more than one), do hereby:

1. Represent and warrant that the information set out in this Application for Credit with respect to themselves and the Applicant is true and correct.
2. Authorize GYA to obtain such credit reports and information about the Principals as are deemed necessary in order to properly consider this Application for Credit and supply and deliver products to the Applicant on credit and continue to supply and deliver products to the Applicant.
3. PERSONALLY GUARANTEE the due payment of all amounts and liabilities outstanding to GYA from the Applicant howsoever incurred and the due performance of any and all of the Applicant’s other obligations to GYA.
4. Agree that the following terms and conditions apply to this Personal Guarantee:
 - (a) This Guarantee shall be a continuing Guarantee and shall be operative and binding notwithstanding that any time or times the Applicant ceases to do business or order further products from GYA;
 - (b) This Guarantee shall be binding upon the Principal(s) notwithstanding any change or changes in the name or membership of the Applicant or reorganization of the Applicant or its amalgamation with another or others or the sale or disposal of the business of the Applicant in whole or in part to another or others;
 - (c) This Guarantee shall be binding upon the Principal(s) as to the present indebtedness of the customer to GYA until terminated as provided herein;
 - (d) There is no promise or condition represented by GYA to the Principal(s)’s liability except as set forth herein and no statement representation, agreement or promise on the part of GYA or any representative thereof unless contained herein forms any part of this Guarantee agreement;
 - (e) No alteration or waiver of this guarantee or any of its terms, provisions or conditions shall be binding on GYA unless made in writing by GYA;
 - (f) Should GYA receive from the Applicant or the Principal(s) any further security for the indebtedness owing to the Applicant, GYA may give up, modify or abstain from perfecting or taking advantage of such securities or any part thereof and accept or make any compositions or arrangements and realize any such securities or any part thereof and accept or make any compositions or arrangements and realize any securities when and in such manner and with or without notice as GYA may deem expedient, which actions shall not prejudice or affect the rights of GYA under the Guarantee;
 - (g) GYA may from time to time grant to the Applicant time for payment or any other indulgence and such action shall not prejudice or affect any of GYA’s rights against the Principal(s);
 - (h) In the event of GYA making a demand upon the Principal(s) or if there be more than one Principal(s) upon those parties who are Principal(s), then each party executing this Guarantee shall be held and bound to GYA directly as principal debtor in respect of the payment of the amount hereby guaranteed and if this guarantee is executed by more than one person then liability hereunder shall be jointly and severally binding on each of them, and each of their respective heirs, executors, administrators or other legal representatives, successors and assigns. Any notice or demand which GYA may wish to give may be served by sending notice by ordinary mail in an envelope addressed to the last known place of address of the Principal(s).
5. Acknowledge and agree that the Principal(s) may give written notice to not be liable for future indebtedness of the Applicant and 60 days after receipt of such written notice by GYA the Principal(s) shall no longer be liable to GYA for such future indebtedness but shall continue to be liable for the debt of the Applicant to GYA incurred to 60 days after receipt by GYA of the written notice.

I/WE HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS PERSONAL GUARANTEE this _____ day of _____, 20_____.

SIGNED, SEALED and DELIVERED in)
 the presence of)
)
 _____)
 Witness Signature)
)
 _____)
 Witness Name and Address)

 Signature of Principal #1

 Signature of Principal #2 (if applicable)