

CREDIT INFORMATION FOR A BUSINESS ACCOUNT

Brown's Oil Service

4800 Van Cleave Street

Indianapolis, Indiana 46226

Phone: (317) 547-0035 Fax: (317) 547-5681

RETURN TO: maryann@brownsoilservice.com

Company Name _____ Application Date: _____

Registered Company Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ - _____ - _____ Fax: _____ - _____ - _____

Do you accept email invoicing? **Y N** Email address to send invoicing: _____

Billing address to send invoicing: _____

Date Business Commenced: _____ Applicant's FED ID NO: _____

Sole proprietorship Partnership Corporation LLC Other _____

If tax exempt, [you must submit an ST-105 FORM](#)

OWNER(S) AND OFFICER(S) INFORMATION

Name _____ Title: _____

Name _____ Title: _____

Name _____ Title: _____

Name _____ Title: _____

CREDIT INFORMATION

Account Contact Name: _____ Email: _____

Telephone Number: _____ - _____ - _____ Fax: _____ - _____ - _____

Bank Name: _____

Bank Address: _____ Telephone Number: _____

Address: _____ City: _____ State: _____ Zip: _____

Type of Account(s) _____

Account Number(s) _____

Has Applicant or any applicant's owners, partners, members of officers filed bankruptcy within the last seven years? **Y N**

If yes, year bankruptcy was filed: _____ Name of Bankruptcy filer(s): _____

Type of bankruptcy filed: Chapter 7 Chapter 11 Chapter 13

BUSINESS/TRADE REFERENCES

Company Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____ Email: _____
Type of Account: _____

Company Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____ Email: _____
Type of Account: _____

Company Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____ Email: _____
Type of Account: _____

TERMS AND CONDITIONS OF CREDIT (NET 15 DAYS)

NOTE: For extended credit terms see personal guaranty form

Applicant requests the creation or the renewal of an open credit account with Brown's Oil Service ("Brown's"). For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Applicant, Applicant agrees to pay any and all past, current and future charges for purchases from Brown's according to the following terms:

Applicant agrees to pay all invoices for future credit purchases in accordance with stated terms and agrees to pay any past due invoices with interest on delinquent invoices at the rate of 1.5% per month. Applicant also agrees to pay all costs of collection, court costs, and attorneys' fees in the event Brown's turns the account over to its attorneys for collection, such attorneys' fees shall conclusively be deemed to be the greater of: (a) the number of hours worked by the attorneys times the reasonable hourly fee of \$285.00, or (b) twenty-five percent (25%) of the principal and interest due on Applicant's delinquent account. Applicant agrees that such attorneys' fees are fair and reasonable and understands and agrees that there is good and valuable consideration for Applicant's agreement to pay such attorneys' fees upon default.

If legal action becomes necessary by either Brown's or the Applicant, it is also agreed that this or any additional or subsequent agreement will be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Indiana. After consulting or having had the opportunity to consult with counsel, Applicant hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in the event of any dispute of any kind between Brown's and Applicant. Applicant shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver is absolute and unconditional and cannot be modified in any respect except in a written instrument signed by Brown's and Applicant.

Applicant also hereby expressly, freely and voluntarily agrees that the Courts of the State of Indiana have jurisdiction over Applicant and that any cause of action arising between the parties may be brought in a Court located in Marion County, Indiana. Applicant expressly agrees that Marion County shall be deemed to be a county of preferred venue. Applicant waives any entitlement the Applicant might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. Applicant further agrees that any line of credit desired or approved is not a limitation of liability and Applicant expressly agrees that it will be responsible for purchases Applicant makes, whether or not such purchases bring Applicant's credit account over its credit limit with Brown's. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event any provision hereof shall be deemed illegal, the remaining provisions hereof shall not thereby be affected and such illegal provision shall be deleted herefrom.

Having obtained all necessary authority, Applicant authorizes Brown's and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of the Applicant and all owners, partners, members and officers listed herein, and authorizes and instructs all persons having information concerning Applicant's credit standing, financial circumstances and/or responsibility to release such information to Brown's and its agents, attorneys and/or employees. This includes, without limitation, authorization for Brown's and its agents, attorneys and/or employees to request, obtain and use all for all purposes which Brown's deems necessary a copy of any credit bureau or consumer credit report for the entitles/persons listed herein at any time.

If at the time Applicant executes these Terms and Conditions of Credit ("Terms") Applicant has existing and/or past due charges with Brown's, Applicant agrees that all of these Terms shall apply to said existing and/or past due charges as of the date of execution of these Terms by Applicant. In consideration of Applicant's agreement that these Terms shall apply to all of Applicant's existing and/or past due charges with Brown's, Brown's agrees to forbear from taking legal action to collect said existing and/or past due charges for a period of thirty (30) days from the date of execution of these Terms. Applicant agrees that such forbearance is fair and adequate consideration for Applicant's agreement that Applicant's existing and/or past due charges for past purchases shall be subject to these Terms.

In the event any provision hereof shall be deemed illegal, the remaining provisions hereof shall not thereby be affected and such illegal provision shall be deleted herefrom. These Terms, if found to be ambiguous in whole or in part, shall not be construed against the party who prepared it, but shall be construed in accordance with other applicable rules of construction. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Each of the persons who has signed these Terms personally represents and warrants that he or she has been duly authorized to sign these Terms by all necessary action on the part of the entity on whose behalf he or she has signed these Terms. Delivery of an executed copy of these Terms by facsimile transmission or email shall constitute effective and binding execution and delivery thereof and the signatures thereon shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, APPLICANT, BY ITS AUTHORIZED REPRESENTATIVE, HAS EXECUTED THESE TERMS ON THE DATE SHOWN BELOW. APPLICANT AGREES THAT APPLICANT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF EACH PROVISION HEREOF AND BY THE BELOW SIGNATURE OF APPLICANT'S REPRESENTATIVE ACKNOWLEDGES THAT APPLICANT IS BOUND TO KNOW THE CONTENTS AND TO PERFORM AS REQUIRED HEREBY.

Signature of Applicant's Authorized Representative: _____

Printed: _____ Title: _____ Date: _____

WITNESS TO ABOVE SIGNATURE:

Before me, _____ (printed name of witness), personally appeared _____

who acknowledged the execution of the foregoing Terms and Conditions of Credit as and for the voluntary act and deed of

Applicant this _____ day of _____, 20_____.

X _____

Signature of Witness

Witness Address: _____

Phone Number: _____

Extended Credit Personal Guaranty

For 30 Day Terms

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, which consideration may include the extension of credit by Brown's Oil Service ("Brown's") to the Applicant for credit, of which Guarantor(s) is/are Downer(s) 0 partner(s) 0 member(s) 0 officer(s), Guarantor(s) hereby absolutely and unconditionally personally guaranty the full and punctual payment of all amounts owed to Brown's by Applicant, as well as payments in full for any purchases on credit made by Applicant before this Guaranty was signed. We hereby bind ourselves to pay Brown's on demand all costs of collection, court costs, and attorneys' fees in the event the account is turned over to an attorney for collection. Such attorneys' fees shall conclusively be deemed to be the greater of: (a) the number of hours worked by Brown's's attorneys times the reasonable hourly fee of \$285.00, or (b) twenty-five percent (25%) of the principal and interest **owed by the Applicant on its delinquent account with Brown's. The Guarantor(s) agree that such attorneys' fees are fair and reasonable and understand and agree that there is fair and adequate consideration for the Guarantor(s)' agreement to pay such attorneys' fees upon Applicant's default.**

After consulting or having had the opportunity to consult with counsel, the Guarantor(s) hereby each knowingly, voluntarily and intentionally waives the right to a trial by jury in the event of any dispute of any kind between Brown's and the Guarantor(s) and/or the Applicant. Guarantor(s) shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver is absolute and unconditional and cannot be modified in any respect or relinquished by either the Guarantor(s) or Brown's except in a written instrument signed by each of them.

Guarantor(s) hereby expressly, freely and voluntarily agree(s) that the Courts of the State of Indiana have jurisdiction over Guarantor(s) and that any cause of action arising between Brown's and Guarantor(s) may be brought in a Court located in Marion County, Indiana. The Guarantor(s) expressly agree that Marion County shall be deemed to be a county of preferred venue. Guarantor(s) waive(s) **any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75** or any other venue rules or laws which might be applicable.

It is understood and agreed that this Guaranty shall be a continuing and irrevocable Guaranty and indemnity for any indebtedness of the Applicant to Brown's. Guarantor(s) hereby waive notice of demand, protest, or default and consent to any modification or renewal of the credit agreement between the Applicant and Brown's. Guarantor(s) each acknowledge that each is a joint applicant for the credit to be extended to the Applicant by Brown's on the terms herein set forth and acknowledge good and valuable consideration exists for this Guaranty, regardless of any marital relationship between the Guarantor(s).

Guarantor(s) authorize Brown's to investigate Guarantor(s)' personal credit standing, financial circumstances, and/or responsibility and authorize and instruct all persons having information concerning Guarantor(s)' credit standing, financial circumstances and responsibility to release such information to Brown's, its agents, attorneys and/or employees. This includes, without limitation, authorization for Brown's and its agents, attorneys and/or employees to request, obtain and use for all purposes which Brown's deems necessary a copy of any credit bureau or consumer credit report for the Guarantor(s) at any time.

In the event any provision hereof shall be deemed illegal, the remaining provisions hereof shall not thereby be affected and such illegal provision shall be deleted herefrom. This Guaranty, if found to be ambiguous in whole or in part, shall not be construed against the party who prepared it, but shall be construed in accordance with other applicable rules of construction. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Delivery of an executed copy of this Guaranty by facsimile transmission or email shall constitute effective and binding execution and delivery thereof and the signatures thereon shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, GUARANTOR(S) HAVE EXECUTED THIS GUARANTY ON THE DATE(S) SHOWN BELOW. THE UNDERSIGNED AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF EACH PROVISION OF THIS GUARANTY AND BY THEIR SIGNATURES ACKNOWLEDGE THAT THEY ARE BOUND TO KNOW THE CONTENTS OF THIS GUARANTY AND TO PERFORM AS REQUIRED HEREBY.

SIGNATURES OF GUARANTOR(S) _____

PRINTED NAME(S) OF GUARANTOR(S): _____

Dated: _____ Dated: _____

Home Address: _____ Home Address: _____

Driver's License Number _____ Driver's License Number _____

Home Telephone Number _____ Home Telephone Number _____

Social Security Number _____ Social Security Number _____

Date of Birth _____ Date of Birth _____

WITNESS TO ABOVE SIGNATURE(S):

Before me, _____ (printed name of witness), personally appeared _____ who acknowledged the execution of the foregoing Guaranty as and for his/her/their voluntary act and deed this _____ day of _____, 20____.

Signature of Witness _____ Witness Address _____

Telephone Number _____