



8300 Norman Center Dr., Suite 160  
Bloomington, MN 55437-1582  
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## Credit Application

Please fill and send back to [AR@LubeZone.com](mailto:AR@LubeZone.com), or send via Fax at (877) 201-7039

### BILLING/SHIPPING INFORMATION

LEGAL COMPANY NAME \_\_\_\_\_

DBA \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DOT# \_\_\_\_\_ Federal ID #: \_\_\_\_\_

**NOTICE TERMS: NET-30 DAYS / Past Due Amounts are accessed 18% interest.**

### BUSINESS INFORMATON

SELECT ONE:    CORPORATON                  PARTNERSHIP                  PROPRIETORSHIP                  SUBSIDIARY

YEARS IN OPERATION \_\_\_\_\_ BUSINESS ACTIVITY \_\_\_\_\_

SALES TAX EXEMPTION # \_\_\_\_\_ ANNUAL SALES \_\_\_\_\_

REQUIRES A PO#: \_\_\_\_\_ NUMBER OF TRUCKS: \_\_\_\_\_

PRESIDENT/CEO \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

FLEET MANAGER \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

FLEET MANAGER EMAIL \_\_\_\_\_

A/P CONTACT \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

A/P EMAIL \_\_\_\_\_

**PRINCIPAL(S) / OWNER(S)**

NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

**BANK REFERENCE**

NAME OF BANK \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

BANK CONTACT \_\_\_\_\_

**TRADE REFERENCES**

COMPANY NAME \_\_\_\_\_ CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

**TRADE REFERENCES**

COMPANY NAME \_\_\_\_\_ CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

I, \_\_\_\_\_ authorize LubeZone, Inc. to access our business credit history from our bank/financial institution and trade vendors to establish an open line of credit.

Signature \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**CORPORATE USE ONLY**

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Fleet Procedure : Yes / No

**PERSONAL GUARANTY**

The undersigned ("Guarantor"), for and in consideration of Lubezone Inc. ("Lubezone") extending credit at my request and furnishing Lubezone products and services to the company referred to on the PO to which this guaranty is attached ("Company"), of which I am an owner or officer, hereby personally and unconditionally in my individual capacity, guarantee to Lubezone and its successors and assigns, the faithful, full and prompt (i) payment of any and all amounts due or owing to Lubezone by Company and (ii) performance of any and all obligations of Company to Lubezone. Nothing shall discharge, impair, affect or satisfy the continuing and absolute liability of Guarantor hereunder except the full performance and payment of the indebtedness of the Company, with interest and cost as provided herein, and the performance of all obligations of the Company. This Guaranty is a primary, personal and original obligation of Guarantor and is an absolute, unconditional, irrevocable and continuing guarantee of full payment and full performance.

Notice of acceptance of this Guaranty and all other notices to which Guarantor may be entitled by law are hereby waived. Presentment, protest and demand, and notice of protest and demand of any and all instruments or agreements are hereby waived. Lubezone may, without notice to or consent of Guarantor and upon such terms and conditions as Lubezone may deem advisable, without affecting this Guaranty, release any person liable for payment, make any agreement altering the times or terms of payment, exercise or refrain from exercising any right it may have with respect to amounts owed by Guarantor and/or any other guarantor to Lubezone or take any other action with respect to any indebtedness. Guarantor hereby unconditionally and absolutely waives any and all defenses, claims, setoffs and discharges they may have, whether individually, collectively or through Company, as to the indebtedness due to Lubezone. No modification of this Guaranty shall be established orally, by conduct or course of dealing, but only by an instrument in writing duly executed by Lubezone.

Guarantor shall pay and perform all obligations hereunder, upon demand, without requiring any proceedings to be taken by Lubezone against the Company or other guarantor. If any claim against Guarantor or Company is referred to any attorney for collection, Guarantor shall pay any and all attorneys' fees incurred in connection therewith, along with all court costs, disbursements and all other enforcement related expenses, as well as interest at 18% per annum or, if a lesser rate, the highest rate permitted by law. Guarantor shall give notice to Lubezone of any current or adverse change in the financial condition of Guarantor or the Company which may increase Lubezone's risk of collection or enforcement of this Guaranty.

This Guaranty is delivered in, shall be construed pursuant to and shall be governed by the laws of the State of Minnesota. As part of the consideration to Lubezone for granting credit to Company, all actions arising directly or indirectly hereunder may, at the option of Lubezone, be litigated in the courts of the County of Hennepin, State of Minnesota. **GUARANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS GUARANTY OR THE OBLIGATIONS, PAYMENTS, INDEBTEDNESS OR LIABILITIES DUE TO RAINBOW HEREUNDER.**

Any and all rights of subrogation and all similar rights which Guarantor may have against the Company shall be subordinate to any and all rights which Lubezone may have against the Company until all of the obligations of the Company and Guarantor owed to Lubezone have been paid in full. Upon notice by Lubezone, Guarantor shall pay all amounts received by him or her from the Company, immediately upon receipt thereof, to Lubezone in satisfaction of any obligations guaranteed hereunder, whether matured or unmatured.

If any payment applied by Lubezone to the obligations guaranteed under this Guaranty is thereafter set aside, recovered, rescinded, or required to be returned for any reason, including without limitation, the bankruptcy, insolvency or reorganization of Guarantor, Company or any other obligor, the underlying obligations guaranteed hereunder to which such payment was applied, shall, for the purpose of this Guaranty, be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such obligations as if such application had never been made.

Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications thereof and the provisions of this Guaranty are declared to be severable. This Guaranty shall remain and continue in force until written notice of revocation is received by Guarantor from Lubezone. The death of Guarantor shall not release his or her estate from any liability hereunder, and shall not relieve Guarantor or any other guarantor from liability and continuing obligations hereunder.

The undersigned has executed this Guaranty effective as of \_\_\_\_\_, 20\_\_\_\_\_.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_