



TRADE REFERENCES	City/State	Phone Number	Fax Number

**DYED DIESEL PERMIT INFORMATION**

If you are requesting to purchase dyed diesel (off-road diesel), please supply your dyed diesel permit number. AG # \_\_\_\_\_ or DD # \_\_\_\_\_.

If you operate as a bonded company please submit a copy of your permit with this application.

**TERMS AGREEMENT (Must be signed for account processing)**

The undersigned "Purchaser" agrees that all purchases made by "Purchaser" from Denny Oil Company, Inc. or any of its subsidiaries and affiliated entities "Seller" are subject to the following terms and conditions: **If a Purchase Order number is required, it is the responsibility of the Purchaser to supply this number before or at the time of purchase.**

In making this application for commercial credit, I / We understand and agree to your terms of payment: **NET 10 DAYS** on all approved accounts and service charges of 1.5% per month on all invoices not paid within terms. Any disputed invoices must be brought to the attention of the Seller within ten (10) days of the receipt of invoice in writing by the Purchaser. If the Seller is not notified then the invoices are deemed correct and undisputed.

If credit is granted and collection thereof requires the assistance of attorneys, I / We agree that you reserve the right to bring legal action in whatever jurisdiction you deem necessary, whose laws, at the option of the Seller, shall govern this agreement. In the event Denny Oil Company, Inc. finds it necessary to turn over my / our accounts to a collection agency or attorney, I / We agree to pay all cost and expenses of collection, including but not limited to attorney's fees and expenses.

The company / individual agrees that whomever signs this application for credit is authorized to do so, unless Denny Oil Company, Inc. is otherwise notified in writing. I / We authorize Denny Oil Company, Inc. to make whatever credit inquiries it deems necessary in connection with this application.

\_\_\_\_\_  
Officer's Signature (Required)

\_\_\_\_\_  
Print Officer's Name (Required, Please Write Legibly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Title

---

**INDIVIDUAL PERSONAL GUARANTY**

I \_\_\_\_\_, for and in consideration of your extending credit at my request to \_\_\_\_\_ (the "Company"), personally guarantee prompt payment of any obligations of the Company to Denny Oil Company, Inc. and each of its subsidiaries and affiliated entities ("Seller") whether now existing or hereinafter, and further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of the Company. I authorize Denny Oil Company, Inc. to make whatever credit inquiries it deems necessary in connection with this application.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice or acceptance of this guaranty, notice of extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modifications or renewal of any credit agreement evidencing the indebtedness hereby guaranteed to all renewals of extensions of such indebtedness from the Company or any other party liable for such indebtedness.

I, the personal guarantor, waive my homestead exemption as to this debt; and waive notice of maturity, presentment, demand and protest. If the guaranteed indebtedness is not paid by me when due (after formal demand of payment), and this guaranty is placed in the hands of collection, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all cost and expenses of collection, including but not limited to attorney's fees and expenses.

In the event more than one party executed this guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include this plural.

I certify that the above information is complete and accurate. I authorize Denny Oil Company, Inc. and any of its subsidiaries and affiliated entities to investigate my personal credit.

_____ Guarantor's Signature	_____ Guarantor / Spouse
_____ Date	_____ Date
_____ Witness	_____ Witness
_____ Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip

---

**FOR OFFICE USE ONLY**

Credit Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Credit Limit: \_\_\_\_\_  
 Credit Denied