



1. Sandford Petroleum Inc. is hereinafter referred to as "Sandford & Affiliates."
2. The undersigned applicant for credit (hereinafter referred to as "Customer" guarantees that all information provided on this application and agreement is true and complete. Customer agrees to be bound by all terms and conditions stated herein. The Customer authorizing Sandford & Affiliates to investigate Customer's credit history, and further authorizes Sandford & Affiliates to Furnish Customer's account information to others.
3. Credit is extended at sole discretion of Sandford & Affiliates and upon such terms and conditions as Sandford & Affiliates may determine. Credit limitations shall not be construed to be a limitation on the liability of the Customer's account of any personal guarantee. Billings not paid within the terms established will incur a late charge of 1.5% per month (18% per year). A \$25.00 charge shall be levied against Customer for each returned check, which shall be immediate due and payable.
4. Sandford & Affiliates may at any time without notice refuse to permit further credit purchases, or may reduce Customer's credit limit at any time. Sandford & Affiliates may upon notice amend this agreement. Subsequent purchases shall be subject to such amendment. No cancellation will affect Customer's obligation to pay charges incurred. If Customer's account is referred for collection, Customer shall pay all attorney's fees and costs of collection. Customer agrees that jurisdiction and venue for any contract dispute shall be at the discretion of Sandford & Affiliates.
5. Self service delivery of products from cardlocks will be made without obtaining signatures or receipts upon delivery. Fuel cards issued to the Customer remain the property of Sandford & Affiliates and Customer agrees to return all cards upon Sandford & Affiliates request. Should any of the fuel cards issued hereunder be lost or stolen, Customer nevertheless shall remain liable for all charges incurred until written notice is received by Sandford Petroleum, P.O. Box 703, Decatur, Texas 76234. Customer shall give immediate notice of loss by phone at (940) 627-2689. A fee will be charged, per card, to reinstate any cards invalidated due to non-payment.
6. Customer understands that no officer, employee, agent or assignee of Customer has authority to waive any provision of this agreement, nor shall any industry custom or practice vary the expressed provision contained herein. Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule or regulation of any government agency, will not affect the validity or enforceability of any other provision of this agreement. Sandford Petroleum's failure to enforce any specific right or otherwise indulge the Customer shall not be deemed a waiver of this agreement or any part of this agreement.
7. Customer is obligated for purchases notwithstanding change in the form of business or sale to a third party unless written notice is received by Sandford & Affiliates. Customer shall indemnify and hold Sandford & Affiliates harmless from any claims and costs, including but not limited to those for bodily injury and damage, which may be occasioned by or attributable to the Customer or its agents while on Sandford & Affiliates premises. Sandford & Affiliates shall not be liable for any damages which may result from failure to provide fuel or the failure of Sandford & Affiliates equipment to operate.
8. The undersigned is authorized to bind Customer to this agreement. Customer agrees to be bound by all terms and conditions stated here.

Legal Company Name \_\_\_\_\_  
 Name (Print or type) \_\_\_\_\_ Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**CONTINUING GUARANTY**

**THE UNDERSIGNED ("GUARANTOR") ACKNOWLEDGES THAT CREDIT WILL NOT BE EXTENDED TO THE CUSTOMER WITHOUT THE EXECUTION OF THIS CONTINUING GUARANTY:**

- 1. CONSIDERATION.** In consideration of Sandford & Affiliates supplying goods or services to Customer, we, Guarantors, execute this Guaranty in favor of Sandford & Affiliates according to the terms set forth. We recognize that in reliance on our promise of guaranty, Sandford & Affiliates may continue to supply goods, or services to Customer, and that we are directly or indirectly benefited by the goods or services thus supplied and the credit thus extended.
- 2. SCOPE.** This Guaranty applies to all sums which are due or which may become due from Customer to Sandford & Affiliates as a result of goods or services supplied prior to this date and thereafter until evocation of this Guaranty is accepted in writing by Sandford & Affiliates. Surrender or revocation thereof shall not affect the obligation of the undersigned as to any indebtedness existing at the time of such surrender or revocation.
- 3. LIABILITY OF GUARANTORS.** Guarantors shall be liable jointly and severally and their respective community and separate properties shall be subject to the debts arising out this Guaranty. Guarantors shall pay all reasonable costs which Sandford & Affiliates may incur in collecting any obligation covered by this Guaranty, including court cost and reasonable attorney's fees whether or not a lawsuit is brought. If a suit is brought, these costs and fees shall be determined by the Judge of the court. Guarantors shall be bound the same as Customer by their terms and conditions of any contract, promissory note, trust receipt, mortgage or any agreement whatever which is executed by Customer in favor of Sandford & Affiliates to pay for or secure payments for goods or services supplies by Sandford & Affiliates. The Obligations under this Guaranty shall not be affected or waived by any time extensions or other indulgences granted customer by Sandford & Affiliates.
- 4. GUARANTY OF PAYMENT.** This is a guaranty of payment, not a guaranty of collection. The Guarantor waives: (a) any right to require Sandford & Affiliates to proceed against Customer; (b) any other remedy in Sandford & Affiliates power whatsoever; (c) any defense arising by reason of any disability or other defense of the Customer or by reason of the cessation, from any cause whatsoever, of the liability of Customer; and (d) all presentments, demand for performance, notices of protest, notices of dishonor.
- 5. JURISDICTION AND VENUE.** This Guaranty shall be interpreted according to the laws of Texas where it is intended to be performed, and Guarantors agree that any lawsuits arising out of the Obligations of Customer or from this Guaranty shall be tried in the county in which Sandford & Affiliates
- 6. AUTHORITY.** All persons signing for any corporate Guarantor represent that the corporate Guarantor has the power to enter into this obligation and that the person signing for the corporate Guarantor is authorized to create this document on behalf of the corporate Guarantor.
- 7. SIGNATURE.** If there is no spouse signature below, each noncorporate Guarantor represents that he or she is unmarried.

X \_\_\_\_\_  
 GUARANTOR (Print Individual Name) Signature Date

X \_\_\_\_\_  
 GUARANTOR (Spouse) (Print Individual Name) Signature Date

X \_\_\_\_\_  
 GUARANTOR (Print Individual Name) Signature Date

X \_\_\_\_\_  
 GUARANTOR ( Spouse) (Print Individual Name) Signature Date