

# MIRABITO FLEET FUELCARD CREDIT APPLICATION

\*\* The information provided may be used to obtain a personal credit report from a consumer-reporting agency \*\*

## TO BE COMPLETED BY ALL APPLICANTS:

Business Name \_\_\_\_\_ (Check One) Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Billing Address \_\_\_\_\_

A/P Contact \_\_\_\_\_ Telephone No. \_\_\_\_\_ Fax \_\_\_\_\_

Length of Time in Business \_\_\_\_\_ E-Mail \_\_\_\_\_

## FINANCIAL REFERENCES:

Savings Bank Name \_\_\_\_\_ Address \_\_\_\_\_ Tel. \_\_\_\_\_

Checking Bank Name \_\_\_\_\_ Address \_\_\_\_\_ Tel. \_\_\_\_\_

## SUPPLIER/COMMERCIAL REFERENCES: (2 must be local & active)

Name \_\_\_\_\_ Address \_\_\_\_\_ Tel. \_\_\_\_\_ Fx. \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Tel. \_\_\_\_\_ Fx. \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Tel. \_\_\_\_\_ Fx. \_\_\_\_\_

## TO BE COMPLETED BY CORPORATE APPLICANTS ONLY:

Federal Tax ID \_\_\_\_\_ State of Incorporation \_\_\_\_\_ Does Company Own Real Property? Yes \_\_\_\_\_ No \_\_\_\_\_

## PRINCIPALS:

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

City/Zip \_\_\_\_\_ City/Zip \_\_\_\_\_

SSN \_\_\_\_\_ SSN \_\_\_\_\_

## TO BE COMPLETED BY INDIVIDUAL APPLICANTS OR PARTNERSHIPS ONLY:

Name \_\_\_\_\_ Name \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

City/Zip \_\_\_\_\_ City/Zip \_\_\_\_\_

SSN \_\_\_\_\_ SSN \_\_\_\_\_

## EXECUTED AS A SEALED INSTRUMENT

I, the undersigned, hereby certify that all statements made on this application are true and correct. I agree to the following terms and conditions: Terms and Conditions: 1. Monthly Billing Cycle: Statements will be generated the last day of each month and mailed promptly. 2. Payment in full expected 15 days from statement date or on due dates indicated on statement. If these dates fall on a weekend or holiday, the next full business day applies for cut off of billing cycles and payments. 3. If customers volume qualifies for a rebate, it will be computed and appear on each statement and may be deducted from bill if paid by due date. If payments are not received by due dates, discount rebate will not be allowed and will be charged back if deducted. Posted rebate may be changed and or withdrawn by Mirabito Energy Products at any time without notice. 4. Payments for Mirabito FuelCard purchases must be made by check or money order. 5. Customer may pay by check or money order if delivered to or received by US mail to Mirabito Energy Products, 49 Court St., P.O. Box 5306, Binghamton, NY 13902 or to other approved Office Locations. On-Line Payment Accepted at [www.mirabito.com](http://www.mirabito.com) by use of "eCHECK XPRESS" and or by telephone by calling 1-800-934-9480, 607-352-2800. 6. By continuing to use the Mirabito Fuel Card Customer also agrees to pay the service charge for late payment, computed at an annual percentage rate of 19.8%. 7. If this account is placed for collection, Customer agrees to pay all collection costs, and all reasonable attorneys' fees, which are acknowledged to be no less than one-third (1/3) of the total amount due. Any suit for the balance due may be brought in any court in Broome County, State of New York and customer agrees to accept service of the complaint by certified mail, return receipt requested, addressed to customer at the business or home address listed in our records. 8. Customer agrees to authorize any credit investigation needed for action on this credit application and hereby indemnify the above company from any liability resulting from their credit survey. It is also acknowledged and agreed to that accounts receivable information may be reported by the company to various consumer and commercial credit agencies. 9. CHANGE OF OWNERSHIP: Customer agrees and understands that the must notify Mirabito Energy Products, in writing, of any changes in ownership, the name of the business or structure of the business under which credit is established. Otherwise, payment responsibility will remain that of the Original Customer.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_

(SIGNATURE MUST BE THAT OF A PRINCIPAL. If property is owned in joint names, all signatures are required.)

**PERSONAL GUARANTY**

In consideration of the extension of credit by Mirabito Holdings, Inc. d/b/a Mirabito Energy Products: \_\_\_\_\_ (Must be the same Name as shown on the Application) (hereinafter referred to as "The Customer), and for other valuable consideration, the undersigned hereby agrees to pay all sums of money now due and to become due hereafter from the Customer, including without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from Customer and from the undersigned, and lawful interest on said sum.

The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharge, extension of time, release of security, acceptance of compromise or any other modification of the liability of the Customer, and shall not be dependent upon recourse to any remedies against the Customer, except that the undersigned shall receive credit for any sum received on Customer's account. The undersigned hereby waives any notice of the time and amount of extension of credit to the Customer, as well as rights of set-off, redemption and counterclaim which may be alleged to exist in favor of Customer.

This agreement is intended to cover a running account or accounts by the Customer and will remain in full force and effect until 14 days after withdrawal by writing sent by registered mail, return receipt requested and received at the below address provided that this agreement will be effective with respect to all sums of money that are due and that become due from Customer as a result of transactions through and including the date 14 days after said withdrawal is received. The withdrawal will only be effective as to sums due from the Customer which arise from transaction which occur more than 14 days after said withdrawal is received. No right against the undersigned are waived by failure to exercise any rights against the Customer upon his default. The incorporation, merger, reorganization or sale of Customer's business shall not operate as a termination of this guaranty. The undersigned hereby agrees to pay any and all of said sums, together with all legal and other costs including attorney's fees of enforcing this agreement contained herein both as against the customer and the undersigned.

CHANGE OF OWNERSHIP: I/We understand that we must notify Mirabito Energy Products, in writing and by certified mail, of any changes in ownership, the name of the business or structure of the business under which credit is established. Otherwise, payment responsibility will remain that of the undersigned.

This agreement is a New York State contract and shall be interpreted under the Laws of the same.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Signed in the Presence of: \_\_\_\_\_(Required)

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_ SSN \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_ SSN \_\_\_\_\_

(USE NO TITLES WHEN SIGNING, e.g. President, Trustee, etc.)