



Mercer Landmark, Inc.
426 West Market Street
P.O. Box 328
Celina, OH 45822
Phone: (419) 586-2303
Fax: (419) 586-8893

MERCER LANDMARK, INC.
CONFIDENTIAL CREDIT APPLICATION FOR OPEN ACCOUNT
PURCHASE OF PRODUCTS

Full Legal Name of Business: _____ Tax ID# _____

Doing Business As: _____

Billing Address: _____ City _____ State _____ Zip _____

Shipping Address: _____ City _____ State _____ Zip _____

Phone: () _____ Fax: () _____

Date Established/Incorporated/Organized: _____

State of Organization: _____ Charter No.: _____

Legal Entity: Proprietor _____ Partnership _____ Corporation _____ LLC _____

Taxable _____ Exempt _____ (If Exempt Please Supply Certification). Monthly Credit Requested: \$ _____

REQUESTING CREDIT FOR: (Circle all that apply)
Propane/LP Gas Gasoline/Diesel Fuel Fuel Oil/Heating Fuel

Feed: _____ Branch Agronomy: _____ Branch

General Farm Supplies: _____ Branch

TERMS AND CONDITIONS OF SALE ARE ATTACHED _____ (Please initial receipt of terms and conditions)
(initials)

Full Name & Home Address of Principal Officers, Owners, General Partners, or Members

(1) Name _____ Title _____

Street _____ City _____ State _____ Zip _____

Social Security Number _____ Home Phone _____

CW Service
5215 State Route 118
P.O. Box 111
Coldwater, OH 45828
Phone: (419) 678-4811
Fax: (419) 678-8417



(2) Name _____ Title _____

Street _____ City _____ State _____ Zip _____

Social Security Number _____ Home Phone _____

(3) Name _____ Title _____

Street _____ City _____ State _____ Zip _____

Social Security Number _____ Home Phone _____

Business References (List only those from whom you purchase on open account)

(1) Name _____ Contact _____

Address _____ City _____ State _____ Zip _____

Phone: () _____ Fax: () _____

(2) Name _____ Contact _____

Address _____ City _____ State _____ Zip _____

Phone: () _____ Fax: () _____

(3) Name _____ Contact _____

Address _____ City _____ State _____ Zip _____

Phone: () _____ Fax: () _____

(4) Name _____ Contact _____

Address _____ City _____ State _____ Zip _____

Phone: () _____ Fax: () _____

Bank References (If more than one reference, please attach a separate sheet.)

Name _____ Contact _____

Address _____ City _____ State _____ Zip _____

Phone: () _____ Checking Account # _____

Savings Account # _____

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

The undersigned hereby authorizes any bank or other lender or grantor of credit, to provide Seller or its assigns, information regarding the character, reputation, financial responsibility and indebtedness of the undersigned as requested by Seller or its assigns for the purpose of evaluating the commercial credit request of the undersigned, and hereby releases Seller or its assigns, and any lender or grantor of credit from any and all claims or causes of action that may

arise or which he might have by reason of information furnished Seller or its assigns by said bank or other lender or grantor of creditor.

YOUR SIGNATURE WILL ACKNOWLEDGE YOUR READING AND ACCEPTANCE OF THIS DOCUMENT.

Full Legal Name of Firm

Signature – Authorized to obligate company

Date

Title

TERMS AND CONDITIONS OF SALE

- 1. Taxes.** Any taxes to be paid or collected upon the sale, delivery, storage, processing, use, or consumption of any product covered hereby shall be for the account of Buyer who shall promptly pay the amount thereof to Seller upon demand.
- 2. Service Charge.** A service charge of 2 percent per month (24 percent annually) will be charged on all past due amounts where permitted by applicable or federal law. In the event a charge of 2 percent per month may not be charged under applicable state or federal law, then the maximum amount of service charge permitted under applicable state or federal law shall be charged.
- 3. Payment.** Terms of payment are as specified on the face of each invoice. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department. Any invoice that is 60 days past due will result in the account being placed on "Complete Hold" status. There will be an additional charge for returned checks.
- 4. Recovery of Legal Fees and Costs.** In the event it becomes necessary for Seller to file a lawsuit to enforce any of the terms and provisions hereof and Seller is granted a judgment wholly or partly in its favor, Seller shall be entitled to recover, in addition to all other remedies and damages, reasonable attorney's fees and court costs incurred in such suit.
- 5. No Modification.** These terms and conditions as set forth herein, shall constitute the whole agreement between Buyer and Seller. Any changes which Buyer requests shall be authorized only if in writing and signed by Seller. These terms and conditions shall be binding upon and incur to the benefit of the respective parties, their successors, and assigns.
- 6. Choice of Venue and Law.** The venue of any court action instituted under these terms and conditions shall be Mercer County, Ohio. The parties further agree that the laws of the State of Ohio shall apply with respect to any sales.
- 7. Partial Inapplicability.** Should any term or condition above, or any portion thereof, be invalid or inapplicable, the balance of such terms and conditions shall govern.
- 8. Non-Waiver.** Any waiver or failure of Seller to require strict compliance with these terms and conditions in any respect shall not be deemed a waiver of Seller's right to insist upon strict compliance in other respects or thereafter in the same respect.
- 9. Credit Approval.** All orders are subject to credit approval and Seller will not be liable for any delays in sales of products or services to be performed resulting from a credit-related problem.

(initials)

PERSONAL GUARANTEE

To Mercer Landmark, Inc.

In consideration of the sale of goods by Mercer Landmark, Inc. ("Seller"), to

_____ located at _____ ("Buyer"), and other valuable consideration, the undersigned, as individual(s), hereby guarantee(s) prompt payment, when due, of all claims and demands of Seller now existing and hereafter arising, against Buyer, including but not limited to open account obligations from the sale of goods or services by Seller to Buyer. The sale of such goods or services shall be deemed to arise when the services have been completed or goods have been delivered to Buyer.

For purposes of the guarantee, payment of said claims and demands shall be due in accordance with the terms of any and all agreements between Seller and Buyer with respect to said claims and demands, and in addition, payment of said claims and demands shall, at the option of Seller become immediately due at any time when:

1. Buyer defaults in any way on its obligations to Seller.
2. A petition under any Chapter of the Bankruptcy Code, or the appointment of a receiver of any parts of the property of Buyer.
3. Buyer makes a general assignment for the benefit of its creditors, suspends business, or commits or suffers any act or event amounting to a business failure.
4. An attachment or judgment lien is levied on, or a tax lien is filed against, any property of Buyer or any property treated under law as if it were Buyers.

This is an absolute, unconditional, and continuing guarantee of payment and not of collection and the undersigned jointly and severally waive any right to require that any action be brought against Buyer, other guarantor(s), or any other person, or to require that resort be had to any security or to any balance of any deposit account or creditor on the books of Seller in favor of buyer or any other person, and will remain in effect until revoked by written notice received and acknowledged in writing by an officer of Seller. Any such revocation will not affect then-existing liabilities of the undersigned thereunder, nor will it affect the liability of the undersigned, who have not given such notice, for any such claims and demands guaranteed hereby and extensions of time for payment thereof and will not be affected by an extension or change of the time of payment or any surrender, exchange, acceptance, or release by Seller of any other guarantee or security held by it for any such claims and demands. In the event of the receipt of a written request from any of the undersigned, Seller will provide that person with current information regarding the amount of indebtedness then owed to Seller by Buyer.

Notice of acceptance of this guarantee, notice of extensions of credit to Buyer, notice of the sale and delivery of goods to Buyer, notice of default, diligence, presentment, protest, demand for payment, and notice of demand or protest are hereby waived. Seller in its sole, arbitrary discretion may determine the reasonableness of the period which may elapse prior to the making of any demand for payment against Buyer, and Seller need not exhaust any of its remedies against Buyer or any security for the claims and demands guaranteed hereby before having recourse against the undersigned under this guarantee.

The undersigned shall reimburse Seller, on demand, for all expenses, including reasonable attorney's fees incurred by Seller in the enforcement or attempted enforcement of any of Seller's rights thereunder against any of the undersigned.

The undersigned further agrees that the venue of any court action under the terms of this guarantee shall be Mercer County, Ohio.

This guarantee will be governed by and construed in accordance with the laws of the State of Ohio. It will be binding upon the undersigned and the personal representatives, heirs, and assigns thereof, and will inure to the benefit of Seller and its successors and assigns. If this guarantee is signed by more than one person, their obligations together will be joint and several.

Signed: _____ on _____, 20_____

Signed as an Individual, not as officer or partner or LLC member

In the presence of:

Witness

Witness

* Each Principal Officer, Owner, General Partner or Member of the Company must complete personal guarantee form