



540 Heritage Dr.  
 Spearfish, SD 57783  
 Phone (605) 722-5850 ext 209  
 Fax (605) 722-5855

Store# \_\_\_\_\_ Employee \_\_\_\_\_

**Name/Address**

Last:	First:	Middle Initial:	Title	
Name of Business:			Tax I.D. Number	
Address:				
City:	State:	ZIP:	Phone:	Email:

**Company Information**

Type of Business:	In Business Since:			
Legal Form Under Which Business Operates:				
Corporation <input type="checkbox"/>		Partnership <input type="checkbox"/>		Proprietorship <input type="checkbox"/>
If Division/Subsidiary, Name of Parent Company:			In Business Since:	
Name of Company Principal Responsible for Business Transactions:			Title:	
Address:	City:	State:	ZIP:	Phone:
Name of Company Principal Responsible for Business Transactions:			Title:	
Address:	City:	State:	ZIP:	Phone:
Estimated volume by gallon or dollar amount:			Estimated annual revenue:	

**Trade References (Optional)**

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

If CLIENT is a corporation, LLC, partnership, or other artificial entity, the undersigned person hereby personally and unconditionally guarantees punctual payment by CLIENT as required by this Agreement. The undersigned guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this Agreement and to any and all changes in the terms of this Agreement. INSPECTOR may enforce this guaranty without first resorting to or exhausting other remedies provided by the Agreement or the law. Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by INSPECTOR in enforcing this guaranty. Guarantor signs this Guaranty in consideration of INSPECTOR's willingness to enter into this Agreement with CLIENT.\*\* I also acknowledge that I have read and agree to the "House Account Agreement."

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**\*\*Without signature on Personal Guarantee application will be denied.**

## HOUSE ACCOUNT AGREEMENT

**Important:** Before you use the Fresh Start House Account, read this Agreement thoroughly. By signing or using this account, you will be agreeing with us to everything written herein.

**Definitions:** As you read this Agreement, remember that the words 'you', 'your' or 'account holder' refer to and mean the business or the individual name on the account. The words 'Fresh Start', 'we', 'our', and 'us' refer to and mean Fresh Start Convenience Stores, Inc.

1. **Use of Account:** Do not use the account before the valid date or after the closure date. No other person is permitted to use the account issued to your for charges or for any other reason. We will look to you for payment of all charges made with the account issued to you, to the extent allowed by applicable law, even if you have let someone else use the account or relinquished physical possession of the account number. You must retrieve the account number from that person to avoid further liability.

2. **Accepting the Agreement:** By using the account you agree to be bound by the terms of this Agreement. If you do not wish to be bound by this Agreement send a statement of non-acceptance to us. Unless you do so, we will assume that you have accepted this Agreement.

3. **Cancellation Procedures:** You may cancel the account at any time by notifying Fresh Start, in writing with a statement of termination. The account will be immediately canceled upon (a) the request of the cardholder; (b) the request of Fresh Start with the permission of the account holder; or (c) cancellation by Fresh Start for delinquency as provided below. Upon cancellation, you are to discontinue usage of the account at all locations.

4. **Payment:** All amounts charged to the account including, without limitation, purchases or fees are referred to as 'charges' in this agreement. Charges also include any purchases in which you have evidenced intent to incur a charge, regardless of whether you have signed a charge form. We will send monthly statements of all charges to you. All charges are due upon your receipt of the monthly billing statement. You are to notify us immediately of any change in your billing address by calling (605) 722-5850 ext 209. Payments must be made in U.S. currency, with a money order payable in United States dollars or with a check or draft drawn on a bank in the United States and payable in United States dollars. If we decide to accept a payment made in some other form, payment will not be credited to you until your payment is converted into one of the forms mentioned in this paragraph. We reserve the right to charge you for any costs we incur in converting your payment. We may accept late payments or payments for less than the full amount of all amounts charged. We may also accept checks or money orders marked as being payment in full of being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way and such acceptance cannot be construed as a waiver of any of our rights under this Agreement.

6. **Delinquency/Suspension/Cancellation:** When any undisputed amounts are first included within and unpaid 'Previous Balance' on any monthly statement, they will be considered delinquent. Once they have been included within an unpaid 'Previous Balance' as second time they will be considered seriously delinquent (sixty (60) calendar days from the billing date) and may result in a suspension of account privileges. The account may be canceled if the undisputed amount is not paid in full within 120 days of the first billing statement on which the charge appears. If Fresh Start Convenience Stores Inc., decides to cancel your account based upon your failure to pay the undisputed amount in full within 120 days of the first billing statement on which the charge appears, you will be considered in default of your contractual duties to pay the undisputed amount, under the terms and conditions of this house account agreement and you agree to such and find such to be reasonable. You agree that if you become in default we may pursue collection action against you. Court costs and reasonable attorneys' fees, not to exceed forty (40%) of the amount owed, may be added to the account if Fresh Start must refer all or any part of the account to an

outside attorney or agency for collection. Upon the account becoming delinquent there will be a 1.5% monthly service charge applied to the account.

**7. Lost or Stolen Account Number:** You agree to notify us at once if the account number is lost, or stolen, or you suspect it is being used without your permission. Notification is to be made by calling (605) 722-5850 ext 209. You may be required to follow-up with a written notice.

**8. Billing Inquiries and Disputes:** If you have any questions, problems or disputes concerning the monthly statement we send you, contact us and we will take reasonable and appropriate steps to provide the information you request or to resolve your dispute. In the case of a dispute, the charge will remain on your account as 'outstanding' until it has been resolved. If, however, after our investigation we are unable to resolve the dispute in your favor, you must pay us and settle the dispute directly to us (see paragraphs #2 & #5)

**9. Phone Number:** For address changes, billing inquiries, billing disputes, reporting lost or stolen account numbers, and problems with goods and services call (605) 722-5850 ext 209.

**10. Disclosure of Information:** You agree to our disclosure of all necessary account information to an outside attorney, collection agency or a credit bureau if we refer all or any part of the account for collection.

**11. Governing Law and Forum Selection Clause:** You agree that any litigation arising under this contract for items of collection or other, will be filed and held in the Fourth Judicial Circuit, Lawrence County South Dakota. You also agree that the governing law of this Agreement shall be that of South Dakota Codified Law.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

**Mail Payments to: Fresh Start Convenience Stores, Inc. – 540 Heritage Dr - Spearfish, SD 57783  
For Inquiries: Phone (605) 722-5850 ext 209 or Fax (605) 722-5855**