

**Petro-Canada Enhanced Marketer & Petro-Pass Agent**

**Janico Investments Ltd.:**  
 928 Marion St. Winnipeg, MB R2J 0K8  
 Telephone: (204) 949-7280 Toll Free: 1-800-458-3618  
 Fax: (204) 949-7288

**Kennedy Energy:**  
 Box 900 The Pas, MB R9A 1K9  
 Telephone: (204) 623-5435  
 Fax: (204) 623-3798

**Credit Application – Janico Investments Ltd  Kennedy Energy**

**A. Contact Information:**

Name: \_\_\_\_\_

Check indicating type of application: Business  Personal

Billing Address:

Street/Box #: \_\_\_\_\_

Physical Address:

City: \_\_\_\_\_ Province: \_\_\_\_\_

Street: \_\_\_\_\_

Postal Code: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Contact Information:

Business/Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Home Phone (If applicable): \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Statement Yes  No

**B. Personal Details (For personal applications only):**

SIN: \_\_\_\_\_

Date of Birth (mm/dd/year) \_\_\_\_\_

Spouse's Name (If applicable): : \_\_\_\_\_

Employment Details:

Place of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_

Industry Classification: \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Supervisor's Work Phone: \_\_\_\_\_

**C. Business Details (For business applications only):**

Legal Status:

Partnership  Corporation  Individual Proprietorship (Owner/Operator)  Unincorporated

Legal Name: \_\_\_\_\_ Trade Name: \_\_\_\_\_ Operating Since \_\_\_\_\_ :

Owners:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ SIN #: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ SIN #: \_\_\_\_\_

A/P Contact:

Accounts Payable Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Information:

P/O required  GST Exemption # \_\_\_\_\_  PST Exemption # \_\_\_\_\_

**D. Product Details (check all that apply):**

Bulk Fuel  Cardlock\*  Dyed Fuels\*\*  Lubricants

*\*Must complete the Wholesale Marketer Card Form. \*\*Must complete dyed declaration form. Note: For fuel, must complete carbon tax exempt form, if applicable.*

Est. Monthly Bulk Volume (Litres): \_\_\_\_\_ Est. Monthly Cardlock Volume (Litres): \_\_\_\_\_ Monthly Credit Request (\$): \_\_\_\_\_

**E. Credit References/Suppliers – Please attach separate list if required:**

	Name	Address	Telephone Number	Fax Number (required)
1				
2				
3				

Banking Information:

Bank/Credit Union: \_\_\_\_\_ Address/Branch: \_\_\_\_\_

Bank Manager/Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**F. Other**

Current Fuel Supplier: \_\_\_\_\_ Other Petro-Canada Account Names: \_\_\_\_\_ Account Number: \_\_\_\_\_

**G. Terms & Conditions**

*The undersigned is hereby authorized to make this application for credit and hereby certifies that all information on this application to be true and complete. The undersigned consents to Kennedy Energy/Janico Investments Ltd. obtaining from, exchanging with or disclosing to third parties personal and credit information for the purpose of ensuring the accuracy of application information and for conducting credit investigations at time of application and from time to time, if required, to assess continuing credit worthiness. Information may be obtained from any credit reporting agency or from any person/entity with whom the applicant has or proposes to have financial relations.*

The undersigned hereby understands and agrees to the following credit terms and conditions of sale:

1. Terms of sale are net 30 days. Overdue account balances are subject to interest at a rate of 2% per month or 24% per annum.
2. NSF, whether payment by cheque, credit card, or any other electronic means, may be subject to a \$35 fee per occurrence.
3. Where the customer requests credit for fuel purchases through the issuance of cardlock card(s) and renewal(s) or replacement(s) thereof from time to time, use the card(s) will constitute acceptance of the Agreement that will accompany the card(s) when issued.
4. The customer will be responsible and liable for all charges to their account(s) no matter how it is incurred or who has incurred it. This includes such purchases & deliveries which may be made to locations where a delivery signature is not possible and/or a cardlock card issued in their name.
5. Upon determination that a customer's credit worthiness has changed adversely or does not satisfy current credit standards, Kennedy Energy/Janico Investments Ltd. reserves the right to review credit worthiness, lower the credit limit or close the account.
6. In the event of account in default, Kennedy Energy/Janico Investments Ltd reserves the right to take remedies it deems necessary for account payment.
7. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.

Applicant Name(s) (print): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Applicant Signature (s): \_\_\_\_\_

Date: \_\_\_\_\_ Day Of: \_\_\_\_\_, 20\_\_\_\_.

**H. Personal Guarantee**

All applicants for credit with Kennedy Energy/Janico Investments Ltd ("the Creditor") must sign the following personal guarantee. If the Applicant is a business, the principal(s)/owner(s) is required to sign this personal guarantee.

I/we, the undersigned, \_\_\_\_\_ ("Guarantor") hereby guarantee payment for all indebtedness and liabilities owing for customer account in the name of \_\_\_\_\_ ("Customer").

I/we as Guarantor further hereby acknowledge and agree that:

1. The account in the name of the Customer and all transactions therein and attributed to this account shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due is in fact so due.
2. Any amount which may not be recoverable from the Customer shall be recoverable from the Guarantor as principal debtor and it shall be paid to the Creditor after demand.
3. The Guarantor shall be liable under this Guarantee at any time for the full amount of the outstanding debts and liabilities of the Customer to the Creditor. The Creditor shall not be bound to exhaust its recourse against the Customer or other parties before being entitled to payment from the Guarantor.
4. Where determined by the Creditor, additional security beyond this Guarantee may be required for the Creditor to grant credit and continue the granting of credit.
5. In the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets, or shall make any compromise with creditors or scheme or arrangement, the Creditor shall have the right to rank for its full claim and receive all payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, less any payments made by the Guarantor, for any balance which may still be owing to the Creditor by the Customer.
6. If the Guarantor is deemed by the Creditor to be in default under or in breach of this Guarantee and whereby the Creditor has made demand upon the Guarantor and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand, the Creditor may seek an action upon this Guarantee whether or not the Customer is joined therein or separate action is brought against the Customer. The Creditor's rights shall not be exhausted unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under this Guarantee has been fully performed.
7. Any change or changes in the name of the Customer, or, any change in the membership of the Customer's corporation or partnership, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee. This guarantee shall extend to the person, firm or corporation acquiring and carrying on the business of the Customer.
8. This Guarantee shall extend to any and all of the successors and assigns of the Creditor and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

Guarantor Name(s) (and Title, if applicable) (Please Print):

1) \_\_\_\_\_

2) \_\_\_\_\_

Guarantor(s) Signature:

1) \_\_\_\_\_

2) \_\_\_\_\_

Date: \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_.