



# Sole Proprietor Application

**CONFIDENTIAL INFORMATION SHEET**

Please print the completed form and include with your first shipment.

Dillon Gage Refinery • 11231 Gemini Lane • Dallas, TX 75229  
 Ph: (972) 484-3377 • (888) 436-3489 • Fax: (972) 488-9772

**CUSTOMER NO:**

Thank you for your interest in opening an account with our firm. Please fill out the brief form below, sign and return to us.

<b>CUSTOMER INFORMATION</b>			
NAME			
COMPANY NAME (If applicable)			
ADDRESS			
CITY			
STATE		ZIP	
PHONE	FAX	EMAIL	
How did you hear about Dillon Gage?			
<b>CONFIRMATION OF INFORMATION ACCURACY AND RELEASE OF AUTHORITY TO VERIFY</b>			
<p>The information included in this application is for use by Dillon Gage in determining if the applicant qualifies to become a Dillon Gage customer. I understand that Dillon Gage may also utilize other information sources of which it considers necessary in making this determination. I hereby certify that the information in this application is correct. I certify and warrant that any property sold by me is owned by me, and I have the right to sell and possess it. I understand and agree that all buy and sell transactions conducted with Dillon Gage are legal binding agreements. I understand that if transactions are cancelled that I am financially responsible for any market loss that may have occurred. Further, I hereby authorize bank and trade (personal) references to release the information necessary to assist Dillon Gage in reaching a determination in authorizing the customer account approval. All transactions are governed by (1) applicable state and federal laws and (2) our terms of sale are conditioned on dispute resolution per standard terms.</p>			
SIGNATURE _____	PRINTED NAME _____	TITLE _____	DATE _____
SOCIAL SECURITY # _____		DRIVERS LICENSE # _____	



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COMPLIANCE INFORMATION

DATE:

CUSTOMER NO:

## STATEMENT OF PATRIOT ACT COMPLIANCE

I certify that:

1. I am/We are in full compliance with the Patriot Act, and
2. I/We have an active Anti-Money Laundering Program.

COMPANY NAME \_\_\_\_\_

INDIVIDUAL (print) \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# Certificate of Taxpayer ID Number (Substitute W-9)

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**SOCIAL SECURITY NUMBER**

**EMPLOYER IDENTIFICATION NUMBER**

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payment other than interest and dividends).

**Certificate Instructions** - You must cross out (2) above if the IRS has notified you that you are currently subject to backup withholding because of under reporting interest or dividends.

**NON-RESIDENT ALIEN (Substitute W-8)**

Under penalty of perjury, I certify that I am not a citizen or resident of the United States; a domestic partnership or domestic corporation; nor an estate or trust (other than a foreign estate or foreign trust); and that my taxpayer identification number (if applicable) as stated above is my correct taxpayer identification number, and my permanent address is as follows:

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COUNTRY OF CITIZENSHIP \_\_\_\_\_

**ACCOUNT TYPE DESIGNATION**

INDIVIDUAL       PARTNERSHIP       SOLE PROPRIETOR       CORPORATION\*

\*PLEASE PROVIDE CORPORATE RESOLUTION AND CERTIFICATE OF INCORPORATION

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



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# State Sales Tax Resale Certificate

NAME OF PURCHASER, FIRM OR AGENCY		PHONE (AREA CODE AND NUMBER)
PHYSICAL ADDRESS (NUMBER & STREET)		
CITY	STATE	ZIP
MAILING ADDRESS (P.O. BOX OR RURAL ROUTE)		
LIMITED SALES TAX PERMIT NUMBER OR RETAILER'S REGISTRATION NUMBER		STATE

I, the purchaser named above, claim the right to make a non-taxable purchase for resale of the taxable items described below or on the attached order or invoice:

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The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions in its present form or attached to other personal property to be sold.

I understand that if I make any use of the item other than retention, demonstration or display while holding it for sale, lease or rental, I must pay Sales Tax on the item at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a misdemeanor to give a Resale Certificate to the seller for taxable items which I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental, and that upon conviction, I may be fined not more than \$500.00 per offense.

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PURCHASER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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**This Certificate should be furnished to the supplier. Do NOT send the completed certificate to the Comptroller of Public Accounts.**



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**To ensure that prompt and accurate credit is applied to your Dillon Gage account, use the appropriate information below.**

**MAIL ALL PAYMENTS TO:**

Dillon Gage Inc. of Dallas  
P.O. Box 678066  
Dallas, TX 75267-8066

*Please put your **Customer Number** and the **Sales Order Number(s)** to be paid on your check.*

**SEND ALL BULLION ITEMS & CORRESPONDENCE TO:**

15301 Dallas Parkway, Suite 200  
Addison, TX 75001

**SEND ALL MATERIAL FOR REFINING AND STONE REMOVAL TO:**

DGI  
11231 Gemini Lane  
Dallas, TX 75229

**WIRE INSTRUCTIONS:**

Texas Capital Bank  
Irving, TX  
ABA# 111-017-979

To Credit the Account of: Dillon Gage  
ACCT.# 111-104-3319

*Please make sure to reference your **Customer Number** and the **Sales Order Number(s)** when wiring funds.*

**OVERNIGHT ADDRESS:**

Northbrook Services  
Attn: Dillon Gage Inc of Dallas (678066)  
8711 Freeport Parkway N  
Irving, TX 75063

## CONTINUING PERSONAL GUARANTY

For valuable consideration, the undersigned (hereinafter called "Guarantor", whether one or more), for and in consideration of Dillon Gage Inc. of Dallas, 15301 Dallas Parkway, Ste. 200, Addison, TX 75001, (hereinafter "DGI") extending credit at my request to ( \_\_\_\_\_ Name of Business/Dealer), (hereinafter "Customer"), hereby personally guarantees the payment to DGI of any obligation of Customer and I hereby agree to bind myself to pay DGI upon demand any sum which may become due to DGI by Customer.

Guarantor agrees to so pay and perform in accordance with the terms of the indebtedness and other contracts between Customer and DGI, without requiring DGI to exercise, pursue or enforce any right or remedy DGI has against Customer, any co-guarantor (whether hereunder or under a separate instrument) or any other party. Guarantor hereby consents that from time to time DGI may, without notice to Guarantor and without affecting any liability of Guarantor, (a) exchange, release, sell (by foreclosure or otherwise), consent to the transfer of, apply or otherwise deal with any collateral for repayment of the indebtedness at the election of DGI, (b) refinance, extend, renew or accelerate the indebtedness or other obligations in whole or in part, (c) waive or fail to enforce any of its rights under any instruments evidencing, relating to or securing the indebtedness, or other obligations of the Customer, or (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the indebtedness or other obligations of the Customer, or any indebtedness of the Customer or of any co-guarantor (whether hereunder or under a separate instrument) or any other party.

The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Customer heretofore, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether or not such indebtedness is from time to time reduced or extinguished or thereafter increased or incurred, whether Customer may be liable individually or jointly with others, whether or not recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, and whether or not such indebtedness may be or hereafter become otherwise unenforceable.

Guarantor acknowledges he has had the right and opportunity to consult with legal counsel concerning the effect of the waivers contained herein on the rights and remedies he might otherwise have. Guarantor further represents and warrants he has derived or expects to derive a financial advantage from every loan and other extension of credit from DGI to Customer, and from every renewal, extension, release of collateral, and other relinquishment of legal rights made or granted, now or in the future, by DGI to Customer in connection with the indebtedness.

Guarantor hereby agrees that all rights, remedies, and recourses afforded to DGI by reason of this Guaranty or otherwise are separate and cumulative and may be pursued separately, successively, or concurrently, as occasion therefore shall arise, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy, or recourse which DGI may have. Guarantor hereby waives notice of default, nonpayment, and notice thereof and consents to any modification or renewal of the credit agreement hereby guaranteed.

Guarantor acknowledges that all payments due hereunder are required to be made to DGI at DGI's address in Addison, Dallas County, Texas, and Guarantor further acknowledges that exclusive venue for litigation with respect to the enforcement of this Guaranty shall be in a court of competent jurisdiction in Dallas County, in the State of Texas. Notwithstanding the place of residence of Guarantor or the place of execution of this Guaranty, the laws of the State of Texas shall control the construction, interpretation and enforcement of this Guaranty and all matters related to this Guaranty, without application or reference to any provisions regarding conflict of laws.

Guarantor further agrees to pay all costs, interest, and reasonable attorney's fees incurred by DGI in collecting any amounts hereby guaranteed, whether from Company or Guarantor. DGI, without notice of any kind, may sell, assign, or transfer any of the indebtedness to a third party, and in such event, each successive assignee, transferee or holder of any of the indebtedness shall have the right to enforce this Guaranty for the benefit of such assignee, transferee, or holder.

It is understood that this Guaranty is a general, continuing, absolute, unconditional and irrevocable guarantee and indemnity for such indebtedness of Customer, is enforceable by DGI, its successors and assigns, and is binding upon Guarantor and Guarantor's heirs and assigns and shall inure to the benefit of DGI's successors and assigns. If more than one person shall execute this Personal Guaranty, the singular shall include the plural and the terms "undersigned" and "Guarantor" shall mean all persons signing this Personal Guaranty, and each of them shall be jointly and severally obligated hereunder. All of DGI's rights and remedies hereunder are cumulative and not alternative.

EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PERSONAL GUARANTY OR THE RELATIONSHIP OF DGI AND GUARANTOR HEREUNDER.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Continuing Personal Guaranty, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

FIRST GUARANTOR

SECOND GUARANTOR

Signature _____	Signature _____
Print Name _____	Print Name _____
Social Security Number _____	Social Security Number _____
Address _____	Address _____
Contact # _____	Contact # _____