



Credit Application

Revenue and Taxation Division
City of Kawartha Lakes
P.O. Box 696, 26 Francis Street
Lindsay, Ontario K9V 4W9
Tel: (705) 324-9411 Ext. 1222, 1-888-822-2225
Fax: (705) 328-2620
Email: taxes@kawarthalakes.ca
www.kawarthalakes.ca

Firm Name *

Contact Name *

Address *

City *

Province *

Postal Code *

Type of Business *

In Business Since (Year) *

Phone Number *

Fax Number *

Email *

Please select one *

Corporation

Partnership

Sole Owner

Principals

President

Vice President

Secretary

Bank Reference

Name *

Account Number *

Address *

City *

Province *

Postal Code *

Contact *

Phone Number *

Trade References

Contact *

Firm Name *

Phone Number *

Address *

City *

Province *

Postal Code *

Contact

Firm Name

Phone Number

Address

City

Province

Postal Code

Contact

Firm Name

Firm Name

Phone Number

Address

City

Province

Postal Code

The undersigned hereby agrees that should a credit account be opened, and in the event of default in payment of any amount due, and if such account is submitted to a collection authority, to pay any additional charges as a result of the cost of collection, include court costs.

Applicant Company *

Date (mm/dd/yyyy)

Signature *

Title *

Full Name of Signator (Please Print)

The undersigned acknowledges and agrees that personal information contained in this credit application or provided subsequently, and personal information obtained from a credit/consumer reporting agency and/or financial institution, as described below, may be used by, collected by and/or disclosed to the City of Kawartha Lakes (including agents of the City of Kawartha Lakes) for the following purposes:

- evaluating the credit application and the undersigned's eligibility for credit,
- contract management and administration, including for credit, billing, collection, and lien registration, and
- as reasonably necessary to protect the business interests of the City of Kawartha Lakes and its customers.

Applicant Company *

Date (mm/dd/yyyy)

Signature *

Title *

Full Name of Signator (Please Print) *

The undersigned further acknowledges and agrees, in connection with the City of Kawartha Lakes making a determination in respect of this credit application, that

(a) all information provided in this application is for the purpose of securing credit and warrants that it is true, correct and complete,

(b) a credit/consumer report and other credit information containing personal information may be requested from a credit/consumer reporting agency and financial institution,

(c) the City of Kawartha Lakes is authorized to exchange with any credit/consumer reporting agency and financial institution credit information covering this application and details of any credit granted (including, without limitation, payment history relating to the credit granted) for the purposes of the City of Kawartha Lakes determining creditworthiness and for the purposes of permitting other credit grantors to do the same.

Applicant Company *

Date (mm/dd/yyyy)

Signature *

Title *

Full Name of Signator (Please Print) *

The undersigned may request the City of Kawartha Lakes to inform the undersigned whether or not a credit/consumer report has been or may be referred to in connection with this transaction, and the undersigned may request the name and address of the credit/consumer reporting agency supplying the credit/consumer report.

Applicant Company *

Date (mm/dd/yyyy)

Signature *

Title *

Full Name of Signator (Please Print) *

It is the express wish of the parties that this form and any related documents be drawn up and executed in English.

Personal Guarantee

This Guarantee dates this _____ day of _____, 20_____

From (the "Guarantor") *

Title/Firm *

To: The Corporation of the City of Kawartha Lakes

(the "Lender")

Re (the "Debtor") *

In consideration of the Lender extending future credit from time to time to the Debtor, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the "Debt") due to the Lender by the Debtor, up to a limit of \$_____, under the terms of certain debt agreements (the "Agreement") and under the following terms and conditions:

1. The Guarantor guarantees that the Debtor will promptly pay the full amount of principal and interest of the Debt as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.
2. The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantors assets without the prior written consent of the Lender.
3. To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of the Debtor.
4. The Lender is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor.
5. The Lender will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.
6. The Lender may grant extensions of time or other indulgences and otherwise deal with the Debtor and with other parties and securities as the Lender may see fit without in any way limiting or lessening the liability of the Guarantor under this Agreement.
7. Any impairment of the security, which the Lender may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor in whole or in part, it being specifically agreed that the Lender is not required to exercise diligence to enforce its rights against the Debtor.

8. The Lender may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Debtor to the Lender, and may also settle or compromise any claim of the Lender against the Debtor or against any other person or corporation whose obligation is held by the Lender as collateral security for any obligation of the Debtor or the Lender.
9. This Guarantee is for the use and benefit of the Lender, and will also be for the use and benefit of any subsequent Lender to whom the Lender may assign this Guarantee.
10. The liability of the Guarantor will continue until payment is made of every obligation of the Debtor now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guarantee or any of the Agreement.
11. The Guarantor further waives all rights, by statute or otherwise, to require the Lender to institute suit against the Debtor, and to exercise diligence in enforcing this Guarantee or any other instrument.
12. All present and future indebtedness of the Debtor to the Guarantor is hereby assigned to the Lender. All monies received by the Guarantor from the Debtor will be received in trust for the Lender and upon receipt are to be paid over to the Lender until such time as the Debt owed by the Debtor has been fully paid and satisfied.
13. The Guarantor represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.
14. All of the Lender's rights, powers and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Lender and the Guarantor will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Lender by law or in equity.
15. The Lender may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Lender as collateral security.
16. All pronouns will include masculine, feminine and/or neuter gender, single or plural number, as the context of this Guarantee may require.
17. This Guarantee is made pursuant to the laws of the Province of Ontario. In the event that this Guarantee must be enforced by the Lender, all reasonable costs and expenses, including attorney's fees, incurred by the Lender will be paid by the Guarantor.
18. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.
19. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Lender unless made in writing over the signature of the Lender or its representative.
20. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.
21. Any notice to be given to the Guarantor may be sent by mail, telephone, fax, email or otherwise delivered to the address provided below:

Phone: _____

Fax: _____

E-mail: _____

In witness whereof the Guarantor has duly affixed its signature under hand and seal on this _____ day of _____, 20_____.

Signed, Sealed or Attested in the presence of:

Notary Public for the Province of Ontario Guarantor

Certificate of notary public

I, _____, a Notary Public in and for the said Province of Ontario, Do hereby certify that _____, personally known to me (or satisfactorily proven) to be the same person whose name is subscribed to the foregoing Guarantee, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes set forth in this Guarantee.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

