

JAMES J. HAYES OIL CO., INC.

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ACCOUNT APPLICATION

ABOUT YOU:

Last Name _____ First Name _____ Mr./Mrs./Miss/Ms. _____
Address _____ Apt # _____ Home Phone (____) _____ - _____
City, State _____ Zip _____ Work Phone (____) _____ - _____ X _____
Email Address _____ Cell Phone (____) _____ - _____
Employer's Name _____ Phone (____) _____ - _____
Address _____ City, State _____ Zip _____
Position _____ Years There _____ Weekly Salary _____
Checking Account # _____ Bank Name _____
Social Security # _____ - _____ - _____ Years at Above Address _____ Own/Rent _____
Previous Supplier _____ Reason For Change _____

IF YOU RENT:

Landlord's Name _____ Home Phone (____) _____ - _____
Address _____ Work Phone (____) _____ - _____
City, State _____ Zip _____ Is landlord a Hayes customer? Yes/No/Unknown
Who is responsible of Burner Service? Landlord/Tenant Annual Cleaning? Landlord/Tenant

ABOUT YOUR DELIVERIES: (Please check one)

<i>Payment Plans:</i>	<i>Delivery Systems:</i>	<i>Hot Water Heated By:</i>
COD [] Credit []	Automatic []	Oil [] Electric []
Budget [] Credit Card []	Will Call []	Gas [] Other []
<i>Oil Currently In Tank:</i>	<i>Tank Size:</i>	<i>Necessary for Budget:</i>
1/4 [] 1/2 []	275 [] 330 []	Number of gallons used in
3/4 [] Full []	550 [] Other []	preceding year? _____

Where is your fill pipe located if you are looking at your front door?

Front [] Rear [] Left Side [] Right Side [] Other []

YOUR INTERESTS:

Service Contract [] Annual Overhaul [] TANK-GUARD® Program []
(Automatic Customers Only) (Automatic Customers Only)

OVER PLEASE

TERMS AND CONDITIONS

1. DELIVERY – We will deliver fuel oil at our established price which is determined each day unless you have signed a pricing contract. Deliveries will be made to you at the address shown on this agreement on an automatic delivery basis according to a weather controlled Degree Day System, unless you have chosen to call for your oil. If your account is established as a Will Call delivery type, then we require a minimum of 48 hours notice to arrange for a delivery.

2. PAYMENT – A metered delivery ticket will be left after each delivery. **THE OIL DELIVERY TICKET IS YOUR BILL.** It will show the number of gallons delivered, the current discount price of oil per gallon, the date after which you can no longer take advantage of the discounted price and the current regular price per gallon of oil. All deliveries are payable at a discount of thirty cents per gallon if paid within ten days of the delivery date and net in thirty.

If you are on the budget plan, you should continue to make your regularly scheduled budget payments regardless of the amount of oil delivered, and retain all delivery tickets for your records.

Payments for all services, including Service Contracts and the Tank-guard Program, will be billed separately to your oil account and are not included in your budget payments. All service is payable net thirty days.

3. STATEMENT – If you have a past due balance on your account we will send you a statement which will show the past due amount as well as your current month's purchases and the finance charges that apply.

4. FINANCE CHARGES – All balances of thirty days or more are subject to a finance charge of 1 ½% per month, a rate of 18% annually.

5. DEFAULT AND COLLECTION COSTS – You will be in default if you do not pay a balance on time, file for bankruptcy, or make an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. If you have a credit card on file, we will automatically charge your card for the balance due after thirty days if you move without notifying us to terminate automatic delivery. If we refer collection of the balance to an attorney or collection agency, you will be liable for all reasonable fees incurred plus all court costs and expenses.

6. BAD CHECKS – Due to the number of checks being returned and current bank charges, there shall be a \$35.00 charge on any check returned to us for any reason by the bank. Whoever passes a check with knowledge that the bank account has not sufficient funds, shall be guilty of attempted larceny by check and will face court charges.

EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. I HAVE READ AND AGREE TO THE CREDIT TERMS SHOWN ABOVE AND HAVE RETAINED A COPY OF SUCH TERMS FOR MY RECORDS.

Customer's Signature _____ Date _____

BUSINESS CUSTOMERS ONLY

Billing Name: _____ Address: _____ City, State, & Zip _____

ADDITIONAL TERMS AND CONDITIONS:

I/We agree to the following conditions:

- 1. All invoices will be paid according to stated terms.*
- 2. Sales tax, at a rate of 6.25% will be applied to all deliveries made until James J. Hayes Oil Co., Inc. is in receipt of either a Resale Certificate with Tax Exempt Number or an Annual Small Business Energy and Services Exemption Certificate (Form ST-13).*
- 3. James J. Hayes Oil Co., Inc. will be notified immediately of any ownership changes.*

FIRM NAME _____ DATE _____

Prepared By (Print) _____ Title _____ Signature _____