



Since 1922....you can't fake longevity

Main Office: - 64 Main St * LeRoy, NY 14482
(800) 369-8187 * (585) 768-8188 * Fax (585) 768-8189

Satellite Office: - 922 State Route 31F * Macedon, NY 14502
(800) 779-2963 * (315) 986-3100

All mail to : P.O. Box 148 * LeRoy, NY 14482

www.townsendenergy.com

- Heating Oil
- Propane
- Heating & Cooling Systems
- Installation and Repair
- Gasolines & Diesels
- Lubricants

Residential Credit Application

* - required to establish credit

Date: _____ * Home Phone: () - _____ Alternate (cell phone): () - _____

* Name: _____ * Social Security No.: - - _____

* Billing Address: _____ * Delivery Address: _____

Street _____ Street _____

Town/Village State Zip _____ Town/Village State Zip _____

Current Fuel Supplier: _____

Fuel Used For Heat : (please circle) Fuel Oil / Blend / Kerosene / Propane / Other

Fuel Used For Hot Water : (please circle) Fuel Oil / Blend / Kerosene / Propane / Other

If Propane, What Other Uses : (circle all that apply) Stove / Dryer / Pool / Fireplace / Garage Heat
Supplemental Heat / Generator / Other: _____

Tank Size: Heating Oil: _____ Is your Heating Oil Tank: Indoors or Outdoors (please circle which)
Propane: _____

Current Tank Reading: If Heating Oil : (circle one) 1/4 , 1/2 , 3/4 , full If Propane: _____ %

Delivery Choice : (circle one) Heating Oil - Automatic or Will-Call
Propane - Automatic or Will-Call

*Note: account must be on automatic delivery to qualify for price protection programs.

Payment Choice: (select from) 30-Day Billing / Budget / Pre-Buy / Cash on Delivery / Auto-Pay
(receive additional discount)

Do you own your home? Yes / No If No, you must complete Landlord section on reverse side.

APPLICANT MUST READ AND INITIAL IN AGREEMENT WITH AND UNDERSTANDING OF THE COMPANY'S COMPLETE TERMS AND CONDITIONS OF SALE AS DESCRIBED ON THE REVERSE SIDE OF THIS APPLICATION.

I / WE HERBY MAKE APPLICATION FOR AN OPEN ACCOUNT WITH TOWNSEND OIL CORPORATION WITH THE UNDERSTANDING THAT ALL BILLS ARE TO BE PAID WITHIN 30-DAYS OF DELIVERY, UNLESS OTHERWISE STATED. IF THE BALANCE DUE IS PAID WITHIN 30 DAYS, NO FINANCE CHARGE WILL BE ASSESSED. IF THE BALANCE REMAINS UNPAID AT THE END OF THE 30 DAYS, A FINANCE CHARGE ON THE BALANCE WILL BE IMPOSED. I / WE AGREE TO PAY THE FINANCE CHARGES IMPOSED AT A PERIODIC RATE OF 2% NOT TO EXCEED AN ANNUAL RATE OF 24%. IN THE EVENT OF DEFAULT TO PAY, I / WE AGREE TO PAY REASONABLE COLLECTION CHARGES AND/OR ATTORNEYS FEES INCURRED BY TOWNSEND OIL. TOWNSEND OIL & PROPANE RESERVES THE RIGHT TO REVOKE SPECIAL CAP PRICING FOR ACCOUNTS THAT BECOME DELINQUENT.

* Customer Signature(s) _____

Date: _____

FOR OFFICE USE:

Account Approved By: _____ Route: _____ Customer Rep: _____

Account Approved On: _____ County: _____ Price Protection: _____

Heating Oil: \$ _____
Blend: \$ _____
Propane: \$ _____

Notes or Comments: _____

CREDIT TERMS AND CONDITIONS

- 1) All sales are final. Company does not accept returns of any fuel once delivered in good faith.
- 2) All bills shall become due upon presentation and shall be payable at the collection office designated by Company. In the event of non-payment of bills when due, Customer shall pay in addition Company's standard collection charge. Company may also at any time require Customer to post with it a cash deposit as security for the payment of any sums owing hereunder. Such deposit may be applied by Company at any time to the payment in whole or in part of any sums owing hereunder.
- 3) If an amount is outstanding after thirty days, NO DELIVERIES CAN BE MADE TO CUSTOMER. If you are an automatic delivery account you could be placing yourself in jeopardy of running out of heating fuel. Once the account has been made current, you account will be reinstated to its delivery status. Often times we are able to make delivery in the next day or so; however, your normal cycle in our driver's route may have been compromised. We will only commit to you that delivery will be made to you within the next four business days following your account being returned to approved status. Any amount outstanding at thirty days will be assessed a 2% monthly, or 24% annum finance charge.
- 4) Any account set up on our Company budget plan, that is not totally current on their budget payments, will not receive any future deliveries until these payments are made current.
- 5) Company may shut off Customer's supply of LP-Gas, without terminating this agreement, for any of the following reasons:
 - a) non-payment of any sums owing by Customer hereunder or any other breach by Customer of the terms and conditions hereof.
 - b) non-occupancy by Customer of the premises at the installation except during periods of non-usage authorized by Company.
 - c) whenever, in Company's opinion, any equipment is not satisfactory for the safe and efficient storage or use of LP-Gas.
- 6) Company shall not be liable under any circumstances for any loss sustained by Customer as a result of the exhaustion of Customer's supply of heating fuel. Company shall not be liable for any injuries to persons, damage to property or loss of heating fuel arising out of the transportation, storage, or use of heating fuel or the use, operation, removals, maintenance or repair of any heating fuel equipment or appliance, except to the extent that such injuries, damage or loss shall result directly for the negligence of Company or its employees or representatives.
- 7) If an off route or special delivery is requested, a charge will be made to your account and must be paid at the time of delivery. If a delivery is made other than during regular scheduled business hours, Company will assess a special trip charge for said delivery.

Charges are as follows: During Normal Business Hours, guaranteed within 48 hours: \$90.00
 After Hours and Weekends, guaranteed within 24 hours: \$125.00
- 8) If propane service is discontinued, Company reserves the right to assess Customer a tank pick up fee of \$79.95 plus applicable taxes, for returning Company's loaned equipment back to inventory. Company does not reimburse Customer for any fuel remaining in tanks. ALL SALES ARE FINAL. An additional pump out/pump down charge may also apply. Pick up fee and pump out/pump down charges are subject to change without notice to Customer.
- 9) Right of first Refusal: Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
- 10) Will call Customers: Please note that you should place your orders when your fuel oil tank gauge reads 1/4, or propane tank gauge reads 20%. This will allow sufficient time to be placed on our delivery schedule before running out of heating fuel. Customers placing orders with tank readings less than these guidelines will be charged an off route charge to guarantee delivery before running out of heating fuel.

*** I have read and agree to all above terms and conditions: Customer Initials: _____ Date: _____**

Landlord Agreement: (This is required if applicant is not the property owner.)

Landlord Name: _____ Telephone: _____
 Landlord Address: _____
street city state zip

Landlord agrees that Company will be notified 10 (ten) business days prior to tenant (Customer) vacating property. Failure to notify Company regarding vacancy, will lead to the disconnection of the regulator on propane accounts. Landlords will be held responsible for any outstanding debts owed to Company by the tenant. Refunds will not be issued to tenants, nor credits issued to new tenants by Company. Credits and/or charges for any LP-Gas or heating fuel remaining in tank upon tenant vacating the property, and new tenant occupying the property, is the responsibility of the Landlord. Further, Landlord agrees that the Company will be notified of the new tenant occupying the property within 10 (ten) business days of occupancy.

By signing below, I acknowledge that I have read and agreed to the Terms and Conditions of doing business with Townsend Energy

*** Customer Signature:** _____ **Date:** _____

*** Landlord Signature:** _____ **Date:** _____

Co-signer Agreement:

9) Co-signer :Name: _____ Social Security #: _____
 Address: _____
 Phone # _____

I have read and understand the Terms and Conditions set forth above. I also acknowledge that should said Customer default on payment, I assume full responsibly for any sums owed to Company inclusive of finance charges and/or collection fees.

*** Cosigner Signature:** _____ **Date:** _____