

# ROY BROS. oil

## RESIDENTIAL CREDIT APPLICATION AND SERVICE AND SUPPLY AGREEMENT

Customer Number:		Date:	<b>PLEASE PRINT</b>
Name of Applicant:		Telephone No.:	
Social Security No.:		Rent <input type="checkbox"/> Own <input type="checkbox"/> Landlord <input type="checkbox"/>	No. years at current address:
Spouse or Co-applicant Name:		Social Security No.:	
<u>Mailing Address</u>		Delivery Address:	
E-MAIL Address:		USAGE::	
		Monthly Statement Delivery Instructions: <input type="checkbox"/> Paperless/ Web notification (sign up online) <input type="checkbox"/> Normal Mail	
Employer Name:	Employer Telephone No.:	Address:	
	( )		
<b>If Tenant, Landlord Name:</b>	<b>Landlord Telephone No:</b>	Delivery Type:	
	( )		

I (We) certify that all information listed above is correct and current.

Customer agrees Roy Bros Oil may investigate credit records. Roy Bros Oil may report performance under any agreement Customer may enter into with Roy Bros. Oil to any credit agency.

### Schedule of Initial Charges and Fees

**Special Delivery Charge: \$99/\$200** (per incident)  
(Incurred for Unscheduled, Off-route deliveries)

**Return Check Charge: \_\_\_\_\_ \$35 \_\_\_\_\_** (per incident)

**Trip Charge: \_\_\_\_\_ \$60 \_\_\_\_\_**  
(Incurred each time service technician dispatched)

**Burner Prime Charge: \_\_\_\_\_ \$50 \_\_\_\_\_**

***Further terms and conditions governing the supply of oil, equipment and service to Customer are contained on the reverse side hereof (or on page 2 if faxed) and are an integral part of this service and supply agreement. A signed, faxed version of this 2 page document will be considered legal and binding.***

I/We agree to pay any balance owed to Roy Bros. Oil within thirty (30) days of the invoice date. I/We shall pay finance charges that accrue on the unpaid balance outstanding for more than 30 days after invoice date at the rate of 1 ½ % per month (18% A.P.R.). I/We understand that legal action may be taken if I/we fail to fulfill my/our obligation under this contract and I/we will be responsible for all collection costs including, interest, filing fees, and attorney fees of not less than \$195.00 plus any additional amounts assessed by the court. **Customer acknowledges receipt of a copy of this "Residential Credit Application and Service and Supply Agreement".**

<b>Applicants Signature:</b>	Print Name:	Date:
Spouse or Co-Applicant's Signature:	Print Name:	Date:

Office Use ONLY	Fill Location _____	Will Call/ Auto (circle one)
Product _____	Color & Style of house _____	
Tank Size _____	Heat or Heat & HW (circle one)	

**Terms and Conditions**

1. **Acceptance:** Upon acceptance by Roy Bros Oil of this application, applicant (and co-applicant) shall become the "Customer".
2. **Termination:** Customer may terminate this agreement by giving Roy Bros thirty (30) day prior written notice. Roy Bros. may terminate this agreement at any time if Customer violates any of the terms and conditions of this agreement. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement.
3. **Delivery Price:** Customer shall pay Roy Bros.Oil rates, fees or charges in effect on the date that oil is delivered to Customer. Roy Bros. Oil reserves the right to change its rates or charges if need be without prior notice. The price of oil varies based on market influences, Roy Bros. Oil's costs, volume of use, and other factors.
4. **Service Charges:** Service charges are based upon Roy Bros Oil's then current labor and operational costs.
5. **Default:** Customer agrees to pay all invoices received from Roy Bros Oil within 30 days of the date of any such invoice. Customer will be considered in default if balances are unpaid after 30 days. Customer shall pay finance charges on the 30 day unpaid balance as provided on the reverse side hereof.
6. **Limitations on Damages:** Roy Bros. Oil shall not be liable for any loss sustained by Customer as a result of the exhaustion of Customer's supply of oil, nor for any injuries to persons, damage to property or loss due to the negligence by Customer, its employees, or assigns. Roy Bros. Oil shall not be liable for incidental or consequential damages.

**The current price and/or rate for "service, oil, Special Delivery Charge, Burner Prime Charge, Return Check Charge", and any other fee, charge or cost to Customer is readily available by visiting or calling one of Roy Bros. Oil's Customer Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). Roy Bros. Oil reserves the right to increase any prices, fees, rates or charges without prior notice.**

\_\_\_\_\_ (initials)

**WILL CALL CUSTOMERS**

1. **Periodically Check the Gauge on your tank:** When the dial reads **1/4**, call the office to arrange for a delivery. The office is open from 7:30 a.m. to 5:00 pm, Monday through Friday. Please provide the tank gauge reading when you call.
2. **Truck Scheduled in your area:** **Please understand that this is subject to change, depending on emergency situations or issues that result in rescheduling the route.** That's why we strongly suggest reading the gauge, check to see when our truck is in your area, and allow at least 5 working days notice.
3. **If you run out:** Please call the office. There will be a delivery charge which must be paid to the driver at the time of delivery before oil can be pumped if the following situations have occurred.

**\$ 200.00** Charge if...

- ...the run out occurs after the close of our business day. (Evening)
- ...the run out occurs on the weekend.

**\$ 99.00** Charge if...

- ...you request a delivery on a day other than your scheduled day.
- ...you call, on the day you're area is scheduled, to request a delivery for that day.

**Note:** Please keep in mind that if a run out occurs and delivery is requested, Roy Bros. Oil will not be able to promise a time of delivery and all applicable charges will apply. We will guarantee delivery for that day unless other arrangements can be made.

**Remember:** It is not Roy Bros. Oil's responsibility to check the gauge. Therefore, the off route charge will apply.  
*Thank you for your cooperation. If you should have any questions, please feel free to contact the office.*