



Home Service Oil Company

P.O. Box 9
 6910 Front Street
 Barnhart, MO 63012
 636-464-5266, Toll Free 800-467-5044
 Fax 636-464-6936
 Visit us on the web at www.hsoil.com

OFFICE USE ONLY

ISSUED BY: _____
 RECEIVED ON _____
 REVIEWED ON _____
 APPROVED BY _____
 CREDIT LIMIT _____
 ACCT TYPE COMM or CONS
 E7 OTHER NET 30
 SECURITY? _____
 HSO FUEL TANK _____

**ALL INFORMATION MUST BE COMPLETE TO
 PROCESS AND APPROVE CREDIT TERMS**

Company Name:		FEIN or Social Security Number			
Doing Business as:		Years in business:			
Physical Address:	City	State	Zip	Phone:	
Delivery Address:	City	State	Zip	Fax:	
Billing Address:	City	State	Zip	email:	
Business is a:	Date of Corporation			State of Corporation	
Sole Proprietor	Partnership	LLC	Corporation		
Accounts Payable Contact Name:	Phone:	Extension:	Fax:	e-mail:	
Purchased order number required?	Yes	No	Amount of Credit Requested: \$		
Authorized Purchasing Agent(s) Name:	(list all authorized users) Title:	If no authorized users are listed all orders are considered valid. Phone: Fax: e-mail:			
Name:	Title:	Phone:	Fax:	e-mail:	
Name:	Title:	Phone:	Fax:	e-mail:	
Name:	Title:	Phone:	Fax:	e-mail:	
Name:	Title:	Phone:	Fax:	e-mail:	
Name:	Title:	Phone:	Fax:	e-mail:	

Have you ever filed bankruptcy? No Yes If yes, when? _____ (Please list year) If yes circle one Chapter 7, 11, 13, other If other please list:

LIST NAME(S) OF ALL OWNER(S), CORPORATE OFFICER(S), OR SHAREHOLDERS

Position	Name	Home Address	City/State/Zip	Social Security # Phone
				SS# Phone
				SS# Phone
				SS# Phone

Does company own real property?	No	Yes	If yes please list	
Physical Address	City		State	Zip

Tax Exemptions: Are you State Sales tax exempt? Yes No (If yes, attach a copy of your State Sales Tax exemption certificate.) Are you Federal Excise tax exempt Yes No (If yes, a completed Federal Excise Tax exemption for must be completed and received at the first of each year. Full tax will be charged on any account without a current Federal Tax Exemption form on file.

Are you eligible for any reduction in State or Local sales tax? Yes No (If yes, a Form 149 must be completed and received every 5 years. Full Tax will be charged on any account that does not have a current Form 149 on file. Revised 1-24-10

REFERENCES

BANK REFERENCES

List all bank accounts and phone numbers (Include checking, savings and loans)

Name of Bank and Branch Location	Account #	Address	City/State/Zip	Account /Phone
				Type Phone
				Type Phone
				Type Phone
				Type Phone

TRADE REFERENCES

Trade (active)	Account #	Address	City/State/Zip	Phone
Fuel Supplier (past & current)	Account #	Address	City/State/Zip	Phone
Oil/lubricant Supplier (past & current)	Account #	Address	City/State/Zip	Phone

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS) (OPTIONAL)

I (we) hereby authorize Home Service Oil Company, hereinafter called "HSO", to debit entries to my (our) account indicated below and the Financial Institution named below, hereinafter called Financial Institution, to debit same to such account. I (we) acknowledge the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

(Financial Institution Name) _____ (Branch) _____

(Address) _____ (City-State) _____ (Zip) _____

(Routing/Transit Number) (Account Number) Type of Acct: _____ Checking _____ Savings

This authority is to remain in full force and effect until HSO has received written notification from me (or either of us) of its termination in such time and manner as to afford Company and Financial Institution a reasonable opportunity to act on it.

Signature (Print Individual Name) (Individual Social Security Number) (Date)

Signature (Print Individual Name) (Individual Social Security Number) (Date)

PLEASE ATTACH COPY OF VOIDED CHECK TO THIS FORM

CREDIT TERMS AND CREDIT POLICY

- 1.) I/We herewith make application to Home Service Oil Company (hereinafter referred to as "HSO") for credit, or reconfirmation of our existing account.
- 2.) I/We the undersigned applicant for credit (hereinafter referred to as "Customer") guarantees that all information provided on this application and agreement is true and complete. The Customer agrees to be bound by all terms and conditions stated herein. The Customer gives and grants HSO permission to verify or re-verify any and all information stated herein or obtain any references deemed necessary by Home Service Oil Company to determine extending credit at any time. All payments whether made timely or past due may be reported to the credit bureaus. Protecting your credit bureau information is important and we encourage all Customers to inspect your credit report periodically.
- 3.) Credit is extended at sole discretion of HSO and upon such terms and conditions as HSO may determine. Credit limitations shall not be construed to be a limitation on the liability of the Customer's account of any personal guarantee.
- 4.) HSO's credit terms are Net 30 days. Invoices not paid within the terms established will incur a finance charge of 1.5% per month or portion thereof (18% per year). Any discrepancies on the delivery ticket or invoice must be brought to our attention in writing within 15 days of due date, or by default the invoice is considered accurate and due according to terms. In addition to the aforementioned terms, this application for credit must be completed in its entirety and signed by an authorized agent of the Customer. An Irrevocable Letter of Credit (or alternative collateral acceptable to HSO), a release for Electronic Fund Transfer/ACH method of payment and a Continuing Personal Guaranty signed by all principals (and their spouses) of the company may be required before credit is extended. The Letter of Credit or collateral may determine the credit amount extended account. Home Service Oil Company will draft your account on the invoice due date. If a scheduled delivery will exceed your established credit limit Home Service Oil Company will draft your account before the due date for the oldest invoice(s) in full. A \$30.00 charge will be levied against Customer for each returned check, or \$100.00 for each returned Electronic Fund Transfer (EFT/ACH), which shall be due and payable immediately. If an EFT/RACH is returned due to insufficient funds to cover the draft, all credit deliveries will be suspended and a cashier's check will be required for future deliveries until we can re-consider and re-establish your credit line. Payment plus service charges for any returned EFT/ACH's are required to be paid to HSO immediately or we will draw on the letter of credit. Any balance over 30 days past the due date is subject to alternative forms of collection and delivery services will be suspended unless payment terms are immediately agreed upon.
- 5.) HSO may at any time without notice refuse to permit further credit purchases, or may reduce Customer's credit limit at any time. HSO may upon notice amend this agreement. Subsequent purchases shall be subject to such amendment. No cancellation will affect Customer's obligation to pay charges incurred. If Customer's account is referred for collection, Customer shall pay all finance charges, reasonable attorney's fees and costs of collection, including but not limited to court costs. Customer agrees that jurisdiction and venue for any contract disputes shall be at the discretion of HSO.
- 6.) Customer understands that no officer, employee, agent or assignee of Customer has authority to waive any provision of the agreement, nor shall any industry custom or practice vary the expressed provision contained herein. Any provision(s) under this agreement which may prove invalid or unenforceable under any law, rule or regulation or any government agency, will not affect the validity or enforceability of any provision in this agreement. HSO's failure to enforce any specific right or otherwise indulge the Customer shall not be deemed a waiver of this agreement or any part of this agreement.
- 7.) Customer is obligated for purchases notwithstanding change in the form of business or sale to a third party unless written notice is received by HSO. Customer shall indemnify and hold HSO harmless from any claims and costs including but not limited to those for bodily injury and damage, which may be occasioned by or attributable to the Customer or its agents while on HSO premises. HSO shall not be liable for any damages which may result from failure to provide fuel or the failure of HSO equipment to operate.
- 8.) The undersigned is authorized to bind Customer to this agreement. Customer agrees to be bound by all terms and conditions stated herein.

Legal Company Name _____

Name (Print or type) _____ Title _____

Signature _____ Date _____

Credit may be review with a fax or email application, but credit will not be granted until the original completed, signed and application and any required documents are received by HSO.

CONTINUING PERSONAL GUARANTY

THE UNDERSIGNED ("GUARANTOR") ACKNOWLEDGES THAT CREDIT MAY NOT BE EXTENDED TO THE CUSTOMER WITHOUT THE EXECUTION OF THIS CONTINUING PERSONAL GUARANTY:

1.) **CONSIDERATION.** in consideration of Home Service Oil Company (HSO) supplying goods or services to Customer, we Guarantors, execute this Guaranty in favor of HSO according to the terms set forth. We recognize that in reliance on our promise of guaranty, HSO may continue to supply goods, or services to Customer, and that we are directly benefited by the goods or services thus supplied and the credit thus extended.

2.) **SCOPE.** This Guaranty applies to all sums which may become due from Customer to HSO as a result of goods or services supplied as of this date and thereafter until revocation of this Guaranty is accepted in writing by HSO. Surrender or revocation thereof shall not affect the obligation of the undersigned as to any indebtedness existing at the time of such surrender or revocation.

3.) **LIABILITY OF GUARANTORS.** Guarantors shall be liable jointly and severally and their respective community and separate properties shall be subject to the debts arising out of this Guaranty Guarantors shall pay all costs which HSO may incur in collecting any obligation covered by this Guaranty, including, but not limited to finance charges, reasonable attorney's fees and court costs whether or not a lawsuit is brought. If a suit is brought, these costs and fees shall be determined by the Judge of the court. Guarantors shall be bound by the same as Customer by their terms and conditions of any contract, promissory note, trust receipt, mortgage or any agreement whatever which is executed by Customer in favor of Home Service Oil Company to pay or secure payments for goods or services supplied by Home Service Oil Company. The obligations under this Guaranty shall not be affected or waived by any time extensions or other indulgences granted Customer by HSO.

4.) **GUARANTY OF PAYMENT.** This is a guaranty of payment, not a guaranty of collection. The Guarantor waives: (a.) any right to require Home Service Oil Company to proceed against Customer; (b.) any other remedy in Home Service Oil Company's power whatsoever; (c.) any defense arising by reason of any disability or other defense of the Customer or by reason of the cessation, from any cause whatsoever, of the liability of Customer; and (d.) all presentations, demand for performance, notices of protest, notices of dishonor.

5.) **JURISDICTION AND VENUE.** This Guaranty shall be interpreted according to the laws of Missouri where it is intended to be performed, and Guarantors agree that any lawsuits arising out of the obligation of Customer or from this Guaranty shall be tried in the county in which Home Service Oil Company has its principal place of business.

6.) **AUTHORITY.** All persons signing for any Continuing Personal Guaranty must be the owner/partner, principal stockholder or officer of the Customer and authorized to create this document on behalf of the Customer.

7.) **SIGNATURE.** If there is no spouse's signature below, each personal Guarantor represents that he or she is unmarried. All signatures must be dated and notarized and include your personal social security number.

X #1.

GUARANTOR #1 (Print Individual Name & Social Security #)	Signature & Date of Birth	Date
--	---------------------------	------

X #1.

GUARANTOR'S #1 SPOUSE (Print Individual Name & SSN)	Signature & Date of Birth	Date
---	---------------------------	------

X #2.

GUARANTOR #2 (Print Individual Name & SSN)	Signature & Date of Birth	Date
--	---------------------------	------

X #2.

GUARANTOR'S #2 SPOUSE (Print Individual Name & SSN)	Signature & Date of Birth	Date
---	---------------------------	------

Notary Signature for Guarantor #1 _____ My Commission Expires _____

Notary Signature for Guarantor Spouse #1 _____ My Commission Expires _____

Notary Signature for Guarantor #2 _____ My Commission Expires _____

Notary Signature for Guarantor Spouse #2 _____ My Commission Expires _____