



**Home Service Oil Company**  
 P.O. BOX 9  
 6910 Front Street  
 Barnhart, MO 63012  
 636-464-5266 or Toll Free 800-467-5044  
 Fax 636-464-6936  
 Visit us on the web at [www.hsoil.com](http://www.hsoil.com)  
 Find us on Facebook!

OFFICE USE ONLY	
ISSUED:	
RECEIVED:	
REVIEWED:	
APPROVED	COD
CREDIT LIMIT	
ACCT NO.#	

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

Is this a Joint Account?	YES	NO	If YES, please provide the following information pertaining to your Spouse/co-applicant along with your information		
Your Last Name:	First Name:	Middle Initial:	Date of Birth:	Social Security Number:	
Spouse/Co-Applicant Last Name:	First Name:	Middle Initial:	Date of Birth:	Social Security Number:	
Billing Address:	City:	State:	Zip Code:		
Delivery Address:	City:	State:	Zip Code:		
Daytime Phone:	Eve/Cell Phone:	Email Address:			
Years at Present address:	Own	Rent	Other		
If Less than 2 years previous					
Have you ever filed bankruptcy?	No	yes	If yes, when?	Names and Phone # of 2 Personal References	
If yes circle one Chapter 7, 11, 13, other If other please					

**EMPLOYMENT HISTORY**

Your Employer:	Date Employed:	Your Annual Gross Income:
Your Employer's Address:	Work Phone:	
Spouse/Co-applicant Employer:	Date Employed:	Spouse/Co-Applicant Annual Gross Income:
Spouse/Co-applicant Employer Address:	Work Phone:	

Please list the Nearest Relative Not Living With You:

Name	Address	Phone	Relationship
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**BANK REFERENCES**

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

Name of Bank and Branch Location	Account # (Optional)	Address, City, State, Zip	Account type Phone
			Type Phone
			Type Phone
			Type Phone
			Type Phone

OFFICE USE ONLY! Date Tank Set _____ Tank # _____ Tanks Size _____
Tank Location _____ HSO Tank? Yes or No _____ Revised 1-11-11

# 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 or any other information deemed necessary by Home Service Oil Company to determine extending credit at any time, including a personal credit report. 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 the property owner or an authorized agent of the Customer. Security, acceptable collateral, or a cosigner may be required before credit is extended. A Letter of Credit or collateral may determine the credit amount extended on the account. A \$30.00 charge will be levied against Customer for each returned check, or \$100.00 per day for each delayed or returned Electronic Fund Transfer (EFT/ACH), which shall be due and payable immediately. If an EFT/ACH is returned due to insufficient funds to cover the draft, all credit deliveries may be suspended and a cashier's check may be required for future deliveries until we can re-consider and/or re-establish your credit line. Payment plus any accrued service charges for any returned EFT/ACH's are required to be paid to HSO immediately or we may draw on the pledged collateral or letter of credit. Any balance over 30 days past the due date is subject to alternative forms of collection and delivery services may 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 and a reasonable administrative fee. 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 prior to product or service delivery. 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.

Name \_\_\_\_\_ Spouse / Co-applicant \_\_\_\_\_  
(Print or Type) (Print or Type)

Signature \_\_\_\_\_ Spouse / Co-applicant Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Credit can be reviewed with an application received by fax or email; but credit will not be granted until such time as the original completed and signed application is received by HSO along with any other required documents.

# 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 previously or in the future 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 or obligation existing at the time of such surrender or revocation. This guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect and shall not be impaired or affected by the expiration, renewal, or termination of any agreement between the parties as long as any current indebtedness or obligation exists between the two parties. The Guarantor(s) give and grant HSO permission to verify or re-verify any and all information deemed necessary by HSO to make a credit determination at any time, including a personal credit report.
- 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 precede 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 include your personal social security number and date of birth

X #1.

GUARANTOR #1 (Print Individual Name & Social Security #)	Signature & Date of Birth	Date
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GUARANTOR'S #1 SPOUSE (Print Individual Name & SSN)	Signature & Date of Birth	Date
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GUARANTOR #2 (Print Individual Name & SSN)	Signature & Date of Birth	Date
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X #2.

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