



6910 Front Street, Barnhart, MO 63012
Phone: 636-464-5266 www.hsoil.com

WAREHOUSE ACCOUNT APPLICATION FOR COD or TERMS

Please submit completed account application to customercredit@hsoil.com.

BUSINESS INFORMATION:

Business Name: _____ Years in Business: _____

DBA: _____

Mailing Address: _____ City, State & Zip: _____

Delivery Address: _____ City, State & Zip: _____

Business Phone #: _____ Email: _____

Contact Name: _____ Contact #: _____

Nature of Business: _____

Accounts Payable Contact: (will receive invoices if needed)

Name: _____ Phone#: _____

Email: _____ Is a PO Number Required: YES _____ NO _____

If YES, please provide PO# _____

TAX NOTICE: We are required by law to charge all applicable taxes until the proper documentation is provided. If you have any questions, please contact our tax or credit department.

Are you sales tax exempt? Yes ___ No ___

IF YES, PLEASE COMPLETE THE FOLLOWING AND PROVIDE US WITH A COPY OF YOUR RESALE CERTIFICATE

Sales Tax Exemption Number: _____ (MO-149 Form Required)

Federal ID#: _____ Corporation _____ Partnership _____ Proprietorship _____ Other _____

(PLEASE PROVIDE COPY OF W9 IF APPLICABLE)

PAYMENT TERMS & PREFERRED PAYMENT OPTIONS (EFT/Credit Card forms upon request):

TERMS: COD (Payment due upon delivery): _____ 15 DAYS: _____

PREFERRED PAYMENT OPTIONS: EFT: _____ CHECK: _____ Credit Card (card on file): _____

If you would like to keep a credit card on file with us, to be charged per delivery, please request a credit card form. All credit/debit card charges will include a 3% processing fee on top of final invoice amount due.

Thank you and we appreciate your business!



CREDIT TERMS AND CONDITIONS

1. 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 Home Service Oil Company (HSO) permission to verify or re-verify all information stated herein or obtain any references, and/or any other information deemed necessary by HSO to determine extending credit at any time, including any personal credit report.
2. Credit is extended at sole discretion of HSO and upon such terms and conditions as HSO may determine and may be changed by HSO at any time without notice to Customer. Credit limitations shall not be construed to be a limitation on the liability of the Customer's account of any personal guarantee.
3. HSO's credit terms are as defined upon credit approval. Invoices not paid within the terms established will incur a finance charge of 1.5% per month (18% per year). Any discrepancies on the delivery ticket or invoice must be brought to our attention in writing within 7 days of delivery or the invoice is considered accurate and due according to terms. A personal guaranty or secured collateral may be required to extend credit terms. A 3% processing fee will be added for each Credit Card or Debit Card transaction.
4. The Parties acknowledge that this Agreement does not guarantee payment towards any debt of account holder, and additional interest charges may accrue. Customer agrees to the following:
 - A return draft fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) will be charged for any payment returned for reasons other than error by Home Service Oil Company (HSO). If litigation is required to collect any debt owed to HSO, the Customer be responsible for all reasonable attorney fees, interest, and collection costs related to such litigation.
 - Additionally, a TWO HUNDRED FIFTY DOLLARS (\$250.00) fee will be charged per day if a draft is moved or delayed to a date later than the scheduled due date.

Fees and charges are subject to the discretion of Home Service Oil Company or as otherwise contracted. HSO further authorizes the financial institution listed below to accept this letter in lieu of a signature for any transaction initiated by HSO for the purposes stated herein.

5. 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 enforce- ability 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.
6. 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 regardless of location except for those due to HSO's willful negligence. HSO shall not be liable for any damages which may result from failure to provide fuel or the failure of HSO equipment to operate.
7. By their signature below, the undersigned verifies they are authorized to bind Customer to this agreement.

LEGAL BUSINESS NAME _____

NAME _____

TITLE _____

DATE _____

SIGNATURE _____

WITNESS _____ DATE _____



**HOME
SERVICE
OIL COMPANY**

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, I/ we Guarantor(s), 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 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 reverify any and all information deemed necessary by HSO, 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 fiancé 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 HSO to pay or secure payments for goods or services supplied by HSO. 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 HSO to preceed against Customer; (b) any defense arising by reason of any disability or other defense of the Customer or by reason of cessation, from any cause whatsoever, of the liability of Customer; and (c) all presentations, demand for performance, notices of protest, notices of dishonor. The rights, remedies, and powers of HSO, not only hereunder, but also under any instruments and agreements evidencing or securing all sums which may become due from Customer to HSO as a result of goods or services supplied previously or in the future and under applicable law, are cumulative and may be exercised by HSO from time to time in such order as HSO may elect.
- 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 from this Guaranty shall be tried in the county of HSO’s sole discretion.
- 6. 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 witnessed by a non-Home Service Oil Company Employee and include personal social security number and date of birth.

GUARANTOR #1 _____ GUARANTOR #1 SPOUSE _____
 PRINT NAME _____ SPOUSE PRINT NAME _____
 ADDRESS _____ SPOUSE ADDRESS _____
 SOCIAL SECURITY # _____ SPOUSE SOCIAL SECURITY # _____
 SIGNATURE _____ SPOUSE SIGNATURE _____

GUARANTOR #2 _____ WITNESS _____
 PRINT NAME _____ WITNESS PRINT NAME _____
 ADDRESS _____ WITNESS ADDRESS _____
 SOCIAL SECURITY # _____ WITNESS SOCIAL SECURITY # _____
 SIGNATURE _____ WITNESS SIGNATURE _____