



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

Please return documents to: Credit Account Manager; email to customercredit@hsoil.com.

Customer/Business Information (Please Print)

Check One [] Sole Proprietorship [] Partnership [] Corporation [] LLC [] Non-profit [] Government
Full Legal Name _____ DBA _____
Billing Address _____ City _____ St _____ Zip _____
Phone # _____ Cell # _____ Web Address _____
Year Established _____ TID / EIN # _____
Customer is Reseller _____ Consumer _____
Have you ever filed Bankruptcy? [] No [] Yes [] If Yes, Year _____ State _____ Case ID # _____

NOTE: PLEASE ATTACH COPIES OF ALL EXEMPTION CERTIFICATES AND LICENSES. EX: MO149, W9, CRT61

Accounts Payable Contact (Invoices / EFT Notifications Will be Emailed)

Name _____ Phone # _____ Email Address(s) _____

ACH/EFT Authorization (Please Attach Voided Check or Bank Letter) - MANDATORY

By the signature below, I/We (Customer) agree to the terms below, and furthermore that the signor is authorized to sign on behalf of the entity receiving benefit under the name and account number above and authorized to allow legal access to the checking account number provided above and/or for the purposes contained herein.

- 1.) Home Service Oil Company, hereinafter HSO, shall draft my bank or credit union account number provided above for the payment of products or services received in accordance with the credit terms extended by HSO to the account number above.
2.) This Agreement will remain in effect until written notice of cancellation is received by HSO at the company address listed above or at any email address currently commonly used between the parties. Any payment transactions prior to the date of execution of this Agreement shall be excluded except at Customer's request.
3.) 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.

Bank Name _____ Address _____
Bank 9 Digit Routing Transit # _____ Bank Account # _____
Customer Payment Contact Name _____ Phone # _____
Customer E-mail Address(es) to send Draft Notices _____
Authorized Signature _____ Print Name/Title _____ Date _____

Fuel Delivery Form (Must be Completed)

Tank # _____ Size _____ Product _____ [] Above Ground [] Below Ground
Tank # _____ Size _____ Product _____ [] Above Ground [] Below Ground
Tank # _____ Size _____ Product _____ [] Above Ground [] Below Ground
Tank # _____ Size _____ Product _____ [] Above Ground [] Below Ground
Tank # _____ Size _____ Product _____ [] Above Ground [] Below Ground
Purchasing Contact Name _____ Phone _____ Email _____
PO# _____ Site Address _____



**HOME
SERVICE
OIL COMPANY**

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.

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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 precede 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 _____
 DATE _____ DATE _____

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