

# JAMES J. HAYES OIL CO., INC.

595 LEXINGTON STREET  
WALTHAM, MA 02452-3032  
781-893-7145 FAX: 781-894-3994

## ACCOUNT APPLICATION

### ABOUT YOU:

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Mr./Mrs./Miss/Ms.  
Address \_\_\_\_\_ Apt # \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
City, State \_\_\_\_\_ Zip \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ X \_\_\_\_\_  
Email Address \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Employer's Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address \_\_\_\_\_ City, State \_\_\_\_\_ Zip \_\_\_\_\_  
Position \_\_\_\_\_ Years There \_\_\_\_\_ Weekly Salary \_\_\_\_\_  
Checking Account # \_\_\_\_\_ Bank Name \_\_\_\_\_  
Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Years at Above Address \_\_\_\_\_ Own/Rent  
Previous Supplier \_\_\_\_\_ Reason For Change \_\_\_\_\_

### IF YOU RENT:

Landlord's Name \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
City, State \_\_\_\_\_ Zip \_\_\_\_\_ Is landlord a Hayes customer? Yes/No/Unknown  
Who is responsible of Burner Service? Landlord/Tenant Annual Cleaning? Landlord/Tenant

### ABOUT YOUR DELIVERIES: (Please check one)

<i>Payment Plans:</i>	<i>Delivery Systems:</i>	<i>Hot Water Heated By:</i>
COD [ ] Credit [ ]	Automatic [ ]	Oil [ ] Electric [ ]
Budget [ ] Credit Card [ ]	Will Call [ ]	Gas [ ] Other [ ]
<i>Oil Currently In Tank:</i>	<i>Tank Size:</i>	<i>Necessary for Budget:</i>
¼ [ ] ½ [ ]	275 [ ] 330 [ ]	Number of gallons used in
¾ [ ] Full [ ]	550 [ ] Other [ ]	preceding year? _____

Where is your fill pipe located if you are looking at your front door?

Front [ ] Rear [ ] Left Side [ ] Right Side [ ] Other [ ]

### YOUR INTERESTS:

Service Contract [ ] (Automatic Customers Only)	Annual Overhaul [ ]	TANK-GUARD® Program [ ] (Automatic Customers Only)
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OVER PLEASE

## TERMS AND CONDITIONS

1. DELIVERY – We will deliver fuel oil at our established price which is determined each day unless you have signed a pricing contract. Deliveries will be made to you at the address shown on this agreement on an automatic delivery basis according to a weather controlled Degree Day System, unless you have chosen to call for your oil. If your account is established as a Will Call delivery type, then we require a minimum of 24 hours notice to arrange for a delivery.

2. PAYMENT – A metered delivery ticket will be left after each delivery. THE OIL DELIVERY TICKET IS YOUR BILL. It will show the number of gallons delivered, the current discount price of oil per gallon, the date after which you can no longer take advantage of the discounted price and the current regular price per gallon of oil. All deliveries are payable at a discount of ten cents per gallon if paid within ten days of the delivery date and net in thirty.

If you are on the budget plan, you should continue to make your regularly scheduled budget payments regardless of the amount of oil delivered, and retain all delivery tickets for your records.

Payments for all services, including Service Contracts and the Tank-guard Program, will be billed separately to you oil account and are not included in your budget payments. All service is payable net thirty days.

3. STATEMENT – If you have a past due balance on your account we will send you a statement which will show the past due amount as well as your current month's purchases and the finance charges that apply.

4. FINANCE CHARGES – All balances of thirty days or more are subject to a finance charge of 1 ½% per month, a rate of 18% annually.

5. DEFAULT AND COLLECTION COSTS – You will be in default if you do not pay a balance on time, file for bankruptcy, or make an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. If you have a credit card on file, we will automatically charge your card for the balance due after thirty days if you move without notifying us to terminate automatic delivery. If we refer collection of the balance to an attorney or collection agency, you will be liable for all reasonable fees incurred plus all court costs and expenses.

6. BAD CHECKS – Due to the number of checks being returned and current bank charges, there shall be a \$25.00 charge on any check returned to us for any reason by the bank. Whoever passes a check with knowledge that the bank account has not sufficient funds, shall be guilty of attempted larceny by check and will face court charges.

EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. I HAVE READ AND AGREE TO THE CREDIT TERMS SHOWN ABOVE AND HAVE RETAINED A COPY OF SUCH TERMS FOR MY RECORDS.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

### BUSINESS CUSTOMERS ONLY

Billing Name: \_\_\_\_\_ Address: \_\_\_\_\_ City, State, & Zip \_\_\_\_\_

#### ADDITIONAL TERMS AND CONDITIONS:

I/We agree to the following conditions:

1. All invoices will be paid according to stated terms.
2. Sales tax, at a rate of 6.25% will be applied to all deliveries made until James J. Hayes Oil Co., Inc. is in receipt of either a Resale Certificate with Tax Exempt Number or an Annual Small Business Energy and Services Exemption Certificate (Form ST-13).
3. James J. Hayes Oil Co., Inc. will be notified immediately of any ownership changes.

FIRM NAME \_\_\_\_\_ DATE \_\_\_\_\_

Prepared By (Print) \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

**OVER PLEASE**