

52 WEXFORD STREET  
P.O. BOX 497  
NEEDHAM HEIGHTS, MA 02494



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NEEDHAMENERGY1@VERIZON.NET

## ACCOUNT APPLICATION & CREDIT AGREEMENT

### CUSTOMER INFORMATION

NAME \_\_\_\_\_ SOCIAL SECURITY OR DRIVER LICENSE # \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
OWN  RENT  LANDLORD \_\_\_\_\_ LANDLORD PHONE \_\_\_\_\_  
BILLING ADDRESS (IF DIFFERENT) \_\_\_\_\_  
HOME PHONE \_\_\_\_\_ MOBILE \_\_\_\_\_ EMAIL \_\_\_\_\_  
EMPLOYER \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_  
FORMER OIL COMPANY \_\_\_\_\_ HOW DID YOU HEAR ABOUT US? \_\_\_\_\_

### DELIVERY & SERVICE INFORMATION

TANK SIZE  275 (STANDARD)  225  330  550  UNKNOWN NUMBER OF TANKS \_\_\_\_\_  
HOW MUCH OIL IS CURRENTLY IN YOUR TANK:  EMPTY  ¼  ½  ¾  FULL TANK ESTIMATED ANNUAL GALLONS \_\_\_\_\_  
LOCATION OF FILL PIPE (FROM FRONT OF HOUSE, I.E.: FRONT RIGHT, BEHIND SHED IN REAR) \_\_\_\_\_  
SPECIAL DELIVERY INSTRUCTIONS OR SERVICE NOTES (I.E.: BEWARE OF DOG ON DRIVEWAY, GATE CODE 1234, LEAVE TICKET IN DOOR, NO WHISTLE) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
WATER HEATED WITH OIL  YES  NO DATE OF LAST BURNER CLEANING \_\_\_\_\_ CENTRAL AIR CONDITIONING  YES  NO  
TYPE OF HEATING SYSTEM  STEAM  BOILER (BASEBOARD)  FURNACE (HOT AIR)  UNKNOWN/OTHER \_\_\_\_\_

### AUTHORIZATION & PAYMENT INFORMATION

DO YOU WANT TO ENROLL IN A MONTHLY BUDGET PLAN?  YES  NO  
DO YOU WANT TO INVEST IN TANK GUARD TANK INSURANCE?  YES  NO  
DO YOU WANT A SERVICE AGREEMENT?  YES  NO  
DO YOU WANT TO BE ON AUTOMATIC OIL DELIVERY?  YES  NO  
DO YOU WANT AUTOMATIC CREDIT CARD PAYMENT FOR DELIVERY?  YES  NO  
DO YOU WANT AUTOMATIC CREDIT CARD PAYMENT FOR SERVICE?  YES  NO  
DO YOU GIVE AUTHORIZATION TO ACCESS PROPERTY FOR THE PURPOSES OF DELIVERY OR SERVICE?  YES  NO  
DO YOU ACCEPT THE TERMS AND CONDITIONS OF NEEDHAM ENERGY'S CREDIT POLICY?  YES  NO

MASTER CARD / VISA NUMBER \_\_\_\_\_ EXPIRATION \_\_\_\_\_  
CARDHOLDER NAME \_\_\_\_\_  
CARDHOLDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

All accounts are required to retain a valid credit card on file

ACCOUNT HOLDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

The information provided above is to the best of my ability accurate and true. I have read, understand and agree to the terms and conditions of Needham Energy's credit policy and procedures. I authorize Needham Energy to deliver fuel oil to the property listed above and grant permission to access property to perform delivery and services to the above property. I understand and agree that with prior notification from Needham Energy the credit card on file will be used to collect any delinquent balances for products/services performed.

## Fuel Delivery and Service Agreement Terms and Conditions

**Delivery:** Delivery will be made to the above address on an automatic delivery basis. A printed meter delivery ticket and return envelope will be left upon delivery. This ticket will serve as your invoice unless a request to receive further invoicing is made. Payment is due NET 10 days of delivery.

**Will Call Delivery:** Will-call terms require a minimum of (3) business days when scheduling delivery. Service charges and/or repairs due to oil run outs will be billable at the current labor and parts rate. Needham Energy will not be liable or responsible for any damages and or losses due to failure to delivery service or repairs associated with failure to deliver.

**Non-Delivery Conditions:** Needham Energy will not be responsible for failure to deliver for any of the following conditions (1) Account Delinquency (2) Fuel Shortages, Labor Shortages, Strikes, Accidents and other circumstances out of our reasonable control, (3) Unsafe Weather Conditions (4) Acts of God. Needham Energy will not be liable for any damages for failure to deliver if (1) Account Delinquency (2) Vacancy of property for over 24 hours (3) Compromised Access to Fill Location or Property. Customer is responsible for maintaining a clear and accessible path to all fill and delivery locations.

**Payment Terms:** The delivery ticket is your invoice unless requested otherwise. Payment terms are NET 10 days of delivery or service. A monthly statement will be sent to all accounts with open balances on the last day of every month. Accounts with past due balances of over 30 days will incur a finance charge of 1.5% APR monthly until balance is paid in full. Account balances of over 60 days will be charged to the credit card retained on file.

**Budget Payment:** A monthly budget statement will be sent of the last day of every month. The budget payment is due no later than the 10<sup>th</sup> day of every month. Payment not received by the 10<sup>th</sup> day will be considered delinquent. Budget payments not received in 30 days will automatically terminate the budget plan and all account balances are due 10 days of receipt of the termination letter.

**Delivery / Service Hold:** Payment terms are NET 10 days of delivery/service. Failure to keep accounts up to date and current may result in the temporary suspension or withholding of delivery and service until the balance is paid. Needham Energy, Inc. has the right to cancel, terminate or suspend delivery and service, without prior notification, for accounts with past due balances.

**Collections:** Account balances of over 60 days past due will be charged to the credit card retained on file. If the credit card on file is no longer valid, the account will be submitted to an independent collections agency for further action in collecting the outstanding debt. Upon submittal, a nonrefundable collection submittal fee (\$25) will be posted to the account. If further legal action is necessary in obtaining payment, any costs and or fees associated with the collection of debt will be passed on to the customer.

**Service & Service Agreement:** Accounts with automatic delivery terms are eligible to invest in an annual Service Agreement. Cancellation of automatic oil delivery will terminate any service agreement coverage. Service agreements are nonrefundable. Accounts must have a service agreement to receive after-hours service or technical support.

**Cancellation:** All cancellations must be submitted in writing. Upon receipt of cancellation all balances and applicable termination fees are due. Accounts that received a free service agreement and terminate their account early (prior to the one year anniversary date) will be retroactively billed for any services rendered or the cost of the service agreement. Accounts that received any promotional discounts or coupons will be retroactively billed the value of the discount or coupons.