



CUSTOMER AGREEMENT/APPLICATION

NEW ACCOUNT: _____ DATE: _____

NAME: _____ SPOUSE: _____

SOCIAL SECURITY # _____ DATE OF BIRTH: _____

DELIVERY ADDRESS

MAILING ADDRESS

STREET: _____ STREET: _____

CITY: _____ CITY: _____

STATE: _____ ZIP: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ HOME CELL WORK

PHONE NUMBER: _____ HOME CELL WORK

ADD'L CONTACT/CARETAKER: _____ PHONE#: _____

EMAIL: _____ EMAIL INVOICES & STATEMENTS: YES NO

Please indicate what product/products you would like. We deliver: Fuel oil, kerosene, fuel oil/kero mix, propane, gasoline, on & off road diesel. **We will make deliveries on an automatic basis for your convenience if qualified.**

PRODUCTS: _____ TANK SIZE: _____ HOT WATER: YES NO DOGS: YES NO

HOW MUCH PRODUCT IS IN YOUR TANK: _____ ANNUAL USAGE: _____

FILL LOCATION: _____

DELIVERY INSTRUCTIONS: _____

CUSTOMER SIGNATURE

DATE:

Signature Required to complete credit check

SEE OUR TERMS AND CONDITIONS ON NEXT PAGE

Term and conditions

- A. We will automatically deliver fuel to your premises unless you request your deliveries be made on a will call basis. Automatic delivery is based on degree day projections. To enhance degree day projection accuracy, you agree Valley Energy will be the sole provider of fuel to your premises. We make every effort to keep you supplied with fuel, but we cannot be liable for damages or loss if your actual usage exceeds reasonable estimates based on your prior history or information you provided us. If you use alternative heat sources, such as wood, pellets, electric, etc. we cannot be responsible if you run out of fuel. **Any changes in delivery status must be made in writing.**
- B. Valley Energy is not responsible for the condition of your storage system, unless on loan from us. Service plans do not cover your storage system. You are responsible for the costs of installation, maintenance, repair, removal, replacement or necessary modification of your storage system. You will be responsible for the cost of cleanup, remediation, testing and/or any others charges that result from a failure of your storage system. Unless otherwise notified, we will rely on your continuous representation that your fuel system is in compliance with applicable legal requirements, leak-free, and otherwise safe to deliver into. We will not be liable for any damages or loss if we cannot deliver fuel because, we cannot access your tank due to dangerous or unsanitary conditions in or around the premises, i.e. ice, snow, tank condition or any circumstances beyond our control.
- C. All sales and service are subject to credit approval. You agree to pay for product sales within 30 days of the date of delivery. You agree to pay for parts and labor at our current rate for any service work that is not covered under a service plan, within 30 days of date of service invoice. We will charge a late fee of 1.5% per month (**an annual percentage rate of 18%**) on any amount unpaid after 45 days. If we hire an attorney or agency to collect your unpaid balance, you agree to pay in addition to your balance, all costs of collection as permitted by law, including without limitation, reasonable attorney and agency fees and court cost. We may hold deliveries and service on accounts with a past due balance at our sole discretion without notice or responsibility. A past due balance may void your service and/or product plans.
- D. We will not be responsible for loss or damage arising from changes in fuel consumption; your failure to schedule maintenance; frozen, gelled or leaking fuel line; power interruptions; vacant, unattended or unoccupied premises; theft; abuse or misuse of equipment; spontaneous part failure; act of God; terrorism; war; riot; blockade; embargo; strike; lockout; shortage of fuel, labor, transport, electricity, or water; inability of hedging counterpart to perform its contract duties; explosion; fire; flood; snow; hurricane; extreme weather conditions; government act; or any other condition beyond our reasonable control.
- E. You can terminate your account and this agreement by writing to us and we will close your account on the next business day after we receive your notification. You will be responsible to pay all charges incurred prior to us being notified. Valley Energy reserves the right to charge an early termination fee of \$500 for early withdraw from any of our pricing programs.