



**APPROVED OIL**  
6717 4TH AVENUE, BROOKLYN NY 11220  
OFFICE: 718-238-1050 FAX: 718-234-2110



#2, #4, and #6 Oil - Diesel Fuels - ESCO Natural Gas Supplier - Installation - 24 Hour Service - Budget and Price Protection Plans

## **COMMERCIAL CREDIT APPLICATION**

**Representative:** \_\_\_\_\_ **Todays Date** \_\_\_\_\_ **#** \_\_\_\_\_ **# 20** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Email:** \_\_\_\_\_

**Billing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Cell Ph.** \_\_\_\_\_

**Check One:** ☐ Sole Ownership/Proprietorship ☐ Partnership ☐ LLC ☐ Corporation

**Federal Tax ID Number** \_\_\_\_\_ **Tax Exempt Number** \_\_\_\_\_

**Entity Name:** \_\_\_\_\_

**Delivery Address\*\*** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Tank:** **Size** \_\_\_\_\_ **Fuel** \_\_\_\_\_ **Yr Usage** \_\_\_\_\_ ☐ Gallons ☐ Inches

**Hot Water** ☐ Oil ☐ Gas **Delivery Schedule** ☐ Automatic ☐ Will Call 

<b>Account Pricing</b>
\$ _____

5	6	
4	Fill Clock	7
3		8
2	Front Of House	9
1	0	

**# of Families** \_\_\_\_\_ ☐ Lock\* ☐ Cap\* ☐ Margin ☐ M.P.

**Current Supplier** \_\_\_\_\_ **Service Contract** \_\_\_\_\_

**Fill Pipe Location** \_\_\_\_\_ **Special Instructions** \_\_\_\_\_

(Use Number From Fill Clock Above)

**LAST DELIVERY:** \_\_\_\_\_ / \_\_\_\_\_ / 20 \_\_\_\_\_ **Super Contact** \_\_\_\_\_

Check this box if Local Law Annual Boiler Inspection(s) is Required ☐

Check this box if your request Approved Oil Company to do the A.B.I. ☐

### **Sole Ownership/Proprietorship/Partnership**

**Name Of Owner** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Residence Address** \_\_\_\_\_ **SS#** \_\_\_\_\_

**Name of Partner** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Residence Address** \_\_\_\_\_ **SS#** \_\_\_\_\_

### **Corporation/LLC (List Corporate Officers)**

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_ **Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Residence Address** \_\_\_\_\_ **Residence Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Telephone** \_\_\_\_\_

Date Opened	Sales Rep. Code	Account Number	Status	Credit Limit	Collector

\*\* For additional delivery addresses, fill out "Additional Property Information" sheet.



## TERMS, CONDITIONS, AND AGREEMENTS

- 1) It is expressly understood and agreed that Approved is released from liability in the event of (hereinafter referred to as "Force Majeure"), losses, personal injuries, property damages, nor shall it create any liability for damages if the same shall arise from any cause or failure due to acts of god or government, or causes beyond the control of Approved, including but not limited to the following, which for the purpose of this Agreement, shall be regarded as beyond the control of Approved: acts of God, acts of federal, state or local governments or agencies, compliance with requests, recommendations, rules, regulations, or orders of any governmental authority or any officer, department, agency, or instrumentality thereof, flood, fire, freeze ups, leaks, power failures, boilers fired without water, failure of owner or occupant to maintain proper water level or sufficient oil supply, misuse and or abuse to heating equipment and or accessories, obsolete equipment, equipment whereby parts are no longer available, storm, riot, act(s) of terrorism, sabotage, strikes, lock-outs, disputes or differences with workmen, failures or delays in transportation, or exhaustion, reduction or unavailability of petroleum at the source of supply from which deliveries are made hereunder, or exhaustion or reduction or unavailability or delays in delivery of any product or material necessary in the manufacture of petroleum products deliverable hereunder including crude oil, natural gas supplies and raw materials.
- 2) Any service or repairs rendered by Approved for damage or failure due to any of the above mentioned reason(s) in paragraph "1" shall be charged at the prevailing rates.
- 3) Approved shall not be liable and customer agrees to hold Approved harmless from any and all losses or claim(s) for injury to person or damage to property.
- 4) Approved shall incur no liability whatsoever for any soot, smoke, fire, water or freeze-up damages to property as a result of services rendered, delays in transportation, or damage due to no heat in unattended homes.
- 5) Approved's liability in respect to a failure of any part covered under a service contract and or a warranty not caused by water damage or any reason in paragraph "7" shall be limited to the repair or replacement of such part. Repair or replacement shall be at the discretion of Approved, not withholding repair or replacement listed in a warranty, Approved is hereby expressly released for any consequential damages for any other cause whatsoever.
- 6) Service Plan(s) do not cover, and service(s) will be billed at the regular hourly rate in effect at the time service is rendered: if the customer fails to have both the boiler power switch and the emergency switch in the "on" position, open fuel valve, bleed air, add water as needed to a steam system, drain expansion tank, replace air filter(s), have thermostat set properly. Additionally, service calls due to power interruptions, water damage, burned out fuses, tripped or broken circuit breaker(s), electrical tribulations, excessive dirt or water in the oil tank are not covered under any Service Plan(s).
- 7) A service fee will be billed for a Burner Prime: if the customer is not on an Automatic Delivery schedule and the prime is due to a low oil situation or if deliveries were suspended by Approved for credit delinquency.
- 8) Approved reserves the right to cancel the Service Plan(s) at anytime upon notice to the customer or refuse to renew the Service Plan(s) upon expiration if in the opinion of Approved, burner(s) is altered, repaired, or tampered with by anyone other than Approved or it's agent(s), the equipment is obsolete, rendered service is deemed excessive, the material or parts are not readily available, and or the fuel requirements for the premise(s) are abnormally low.
- 9) Refunds of Service Plan(s) fee will be pro-rated if cancelled by Approved. If the customer cancels the Service Plan(s), cancels the account(s), moves, or otherwise does not want or require the Service Plan(s) no refund is allowable, either in full or pro-rated (partial).
- 10) If in the opinion of Approved, the customer is deemed to be in default of the account(s) Approved shall have the right to withhold Fuel delivery and or service. In addition to all monies due Approved for fuel, service, and finance fee(s), a sum of 25% of the previous mentioned monies or \$75.00, whichever is greater, for attorney(s), filing, and collection fees, will also be the responsibility of the Customer. Customer also acknowledges and agrees to allow Approved to file a UCC-1 until all balances, fees, and charges are paid in full.
- 11) Service Plan(s) will automatically be renewed on a yearly basis unless Approved receives (at Customers expense via certified mail) a request from the customer not to renew the Service Plan(s) within thirty (30) days prior the renewal date.
- 12) Unless otherwise noted on the account and by contract all payment terms are thirty (30) days.
- 13) This Agreement shall be binding when Approved has inspected and accepted for serviceability the oil burner(s), boiler(s) and its accessories, fuel storage tank(s) and all fuel piping and tubing.
- 14) This Agreement shall constitute the entire contract between all interested parties and Approved shall not be bound by any warranty, expressed or implied, except as herein set forth.

I have read the forgoing conditions in their entirety and both fully understand them and agree to the Credit Terms set forth below:

Initial Here

Credit Terms: \_\_\_\_\_

## CONTINUING GUARANTEE

For purposes of inducing Approved to sell Fuel and Services on credit to the applicant (hereinafter known as "Customer"), the undersigned jointly and severally unconditionally agree with all preceding paragraphs and promise to pay Approved all monies the Customer now or in the future may owe to Approved for product and or services. Customer will pay all costs, fees, and expenses if the Customer fails to abide by all obligations set forth in previous paragraphs herein. Approved may file or commence any action(s) or proceeding(s) to enforce this agreement in any court of competent jurisdiction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_