

# JOHN RAY & SONS

ENERGY SERVICES SINCE 1904

2900 6th Avenue, Troy, NY 12180 • www.johnray.com • 518-272-4432 • Fax: 518-272-4435  
COMMERCIAL CHARGE ACCOUNT APPLICATION & CREDIT AGREEMENT

Name of Company \_\_\_\_\_ Fed ID No. \_\_\_\_\_

Subsidiary of (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Approx. Gross Sales/Year \_\_\_\_\_ Years in Business \_\_\_\_\_

Type of Ownership:  Sole Proprietorship  Partnership  Limited Liability Company  Corporation

## Owner(s) or Principal Shareholder(s):

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_

## Bank References

Bank Name \_\_\_\_\_ Type of Account \_\_\_\_\_

Address \_\_\_\_\_

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

Bank Official with whom you deal frequently:

Name \_\_\_\_\_ Phone \_\_\_\_\_

Checking Account No. \_\_\_\_\_

## Trade References (Principal Suppliers)

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

## Additional Information

Type of Business \_\_\_\_\_

Name of Last Fuel Supplier \_\_\_\_\_

Reason for Changing \_\_\_\_\_

Type of Service/Products Needed \_\_\_\_\_

The Applicant applies for credit from Columbia Petroleum Transportation LLC and agrees to pay all invoices when due. It is agreed that the entire outstanding balance due on all invoices shall become due in full immediately upon default of the payment of any invoice. The Applicant agrees to pay interest in the amount of 2% per month on any past due amounts and agrees to pay all costs of collection including attorney's fees of 33.3% of the unpaid balance should a default in payment occur.

## **Deliveries**

Deliveries made on an automatic basis will remain on an automatic basis unless Columbia Petroleum Transportation LLC is notified in writing by certified mail, return receipt requested.

The Customer agrees to provide safe delivery access to the tanks and fill locations, including keeping areas clear of debris or obstructions, low hanging branches or wires, and snow and ice during the winter months. Rescheduling of any deliveries due to the Customer's neglect will result in an additional \$65.00 fee. Columbia Petroleum Transportation LLC reserves the right to refuse delivery to tanks or property deemed unsafe. The Customer waives any claims against Columbia Petroleum Transportation LLC for any damage to the Customer's private property or pavement route and subsurface reasonably necessary to perform deliveries.

Title to, responsibility for, and the risk of loss of the product, including, but not limited to responsibility for any product spill, shall pass from Columbia Petroleum Transportation LLC to Customer when and as the product passes through the first connecting flange at the delivery point. Columbia Petroleum Transportation LLC shall be responsible for any leakage at the connection of Columbia Petroleum Transportation LLC's equipment to the flange at Customer's facilities, unless such connection is solely effected by the Customer.

Call-in deliveries must be a minimum of 150 gallons. Call-in deliveries of less than 150 gallons will be subject to a minimum delivery charge.

## **Indemnification**

Customer agrees to defend, indemnify and hold harmless Columbia Petroleum Transportation LLC for loss or damage or injury to persons or property beyond our control including but not limited to supply interruptions, compliance with any governmental authority, accidents or breakdowns, wars, terrorism, strikes, labor or employment difficulties, weather conditions, fires, floods and acts of God.

## **Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall not be affected.

## **WARRANTY AND GUARANTY**

In consideration of the extensions and maintenance of credit from time to time by Columbia Petroleum Transportation LLC, the undersigned warrant(s) to them that the representations made are true and accurate. The undersigned agrees promptly to notify Columbia Petroleum Transportation LLC in writing of any change in financial condition which would affect the responsibility of the undersigned. And further, in consideration for the extension of credit to the Applicant, I/we, the undersigned, for good and valuable consideration, do hereby, personally, individually, jointly and severally, guarantee payment to the aforesaid Columbia Petroleum Transportation LLC, their successors or their assigns of whatsoever sums of money including service charges, collection costs, and attorney's fees, due and payable by the said Applicant now and from time to time hereafter. This guaranty shall be effective without first requiring the creditor to proceed against any other party, and I/we hereby waive notice of acceptance, default and non-payment and consent to waiver, extension or modification of credit terms; surrender of collateral, renewal, release of parties to the obligation and any other act or omission thereof for recovery of the sum due. This shall be an open and continuing guaranty and shall continue in full force and effect notwithstanding any change in the amount of indebtedness from time to time or renewals or extensions without obtaining any consent thereof. The obligation of the undersigned shall not be affected by any change which may arise by reason of the death of the undersigned and the obligation is binding upon his heirs, executors, successors or assigns. A grant of credit to the above Applicant shall constitute acceptance of this guaranty.

This guaranty may only be revoked in writing by written notice sent by certified mail, return receipt requested, to: Columbia Petroleum Transportation LLC, Attn: Credit Manager, 2900 Sixth Avenue, Troy, New York 12180. Such notice shall be effective only upon receipt by Columbia Petroleum Transportation LLC at the aforesaid address.

The undersigned authorize Columbia Petroleum Transportation LLC or their designees, to undertake any investigations they deem necessary to confirm the above described representations or the financial condition of the applicant or that of the undersigned.

It is understood and acknowledged by the undersigned that balances for goods or services purchased not paid on or before due date are subject to service charges computed from the last day of the cycle. If any balances are referred to any attorney for collection, there will be an additional charge for attorney's fee and collection costs.

Any checks returned because of non-sufficient funds will be subject to a charge of \$50.00. Any burner service invoices shall be paid within 30 days of receipt and will be subject to any and all charges as stated in the Open End Account.

If you are the sole owner, you and your spouse sign. If this is a partnership, all partners sign. If this is a limited liability company, all members must sign. If this is a corporation, all stockholders must sign.

The use of corporate title shall in no way limit the personal liability of each signatory of the Credit Application.

Initial \_\_\_\_\_

**AUTHORIZATION FOR CREDIT REPORT**

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Columbia Petroleum Transportation LLC to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal Fair Credit Reporting Act as contained in 15 U.S.C 1681 ET SEQ, as amended from time to time.

**WARRANTY AND GUARANTY AND AUTHORIZATION FOR CREDIT REPORT SIGNATURES**

Signature, Individually and on behalf of the Applicant \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Social Security No. \_\_\_\_\_

Signature, Individually and on behalf of the Applicant \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Social Security No. \_\_\_\_\_

Signature, Individually and on behalf of the Applicant \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Social Security No. \_\_\_\_\_

Signature, Individually and on behalf of the Applicant \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Social Security No. \_\_\_\_\_

# Oil Delivery Information

Location Name: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Street: \_\_\_\_\_

City/State: \_\_\_\_\_

Delivery Information (pieces of equipment, description, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What size is your fuel tank?     275     550     1000     Other

Product(s) to be delivered: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What method of delivery will you require?     Automatic     Will call

Comments

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# Propane Delivery Information

Location Name: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Street: \_\_\_\_\_

City/State: \_\_\_\_\_

Delivery Information (pieces of equipment, description, etc.):

\_\_\_\_\_  
\_\_\_\_\_

Propane will be used for:

- |  |                                       |  |
|--|---------------------------------------|--|
| <input type="checkbox"/> Whole house heating | <input type="checkbox"/> Fireplace    | <input type="checkbox"/> Pool heating        |
| <input type="checkbox"/> Water heating       | <input type="checkbox"/> Space heater | <input type="checkbox"/> Retail fill station |
| <input type="checkbox"/> Cooking             | <input type="checkbox"/> Forklifts    | <input type="checkbox"/> Restaurant          |
| <input type="checkbox"/> Barbecue            | <input type="checkbox"/> Generator    | <input type="checkbox"/> Other _____         |
| <input type="checkbox"/> Clothes dryer       | <input type="checkbox"/> Farm use     | _____  |

Do you already have a tank at your site?     Yes     No

Do you own your own tank?     Yes     No

Where is your tank?  In ground     Above ground

What size is your propane tank?

100     200     420     500     1000     Other \_\_\_\_\_

If known, at what percentage full are your tanks? \_\_\_\_\_ Percent

Comments

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