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### New Customer Automatic Application & Service Agreement

Name \_\_\_\_\_  
Last MI First Social Security #

Delivery Address \_\_\_\_\_  
Street City Zip Home Phone Cell Phone

Billing Address \_\_\_\_\_  
Street City Zip Email Address

( ) I Own This Property ( ) I Rent; Homeowner \_\_\_\_\_  
Name Phone#

Are you a Veteran? \_\_\_\_\_ Are you a Senior Citizen? \_\_\_\_\_

Employed By \_\_\_\_\_  
Company Name Address Phone#

Name of Spouse \_\_\_\_\_  
Last MI First Social Security #

Employed By \_\_\_\_\_  
Company Name Address Phone#

Name and address of two relatives or friends not living with you:

1. \_\_\_\_\_  
Last Name First Street City Zip

2. \_\_\_\_\_  
Last Name First Street City Zip

Customer agrees to the following services: Budget Payment Plan and Paygo terms and conditions attached.

Type of Delivery  
( ) Automatic Delivery ( ) Will Call

Payment Terms – Applies to Automatic Delivery  
( ) Budget Payment Plan ( ) Paygo ( ) Upon Delivery

Special Notes: \_\_\_\_\_

Tank Size and Heat Types	Indicate Fill Pipe Location	Method of Payment
Tank Size _____ gals		Electronic Funds Transfer (EFT)*
Number of Tanks _____		Master card
Oil/Gas Fired Hot Water _____		Visa
Heat Only _____		American Express
		Card #: On File
		Expiration Date ____ / ____
		<b>*Please provide a voided check</b>

Customer Acknowledges receipt of an exact copy of this agreement signed by the company representative and filled in where applicable prior to buyer's execution. Customer agrees to the complete terms & conditions on the reverse side of this form.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tower Energy Representative \_\_\_\_\_ Date \_\_\_\_\_

This agreement is binding only after it is accepted by an authorized representative.  
Note that the provisions of this agreement are contained on both sides of this agreement.

The intent of this agreement is to authorize Tower Energy LLC/Plainville Oil Company (hereinafter called the "Company") to supply fuel oil or propane and services to you and to arrange for payment of any and all charges. This agreement shall not be binding until accepted by an authorized representative of the Company.

#### Notice to Customer

1. Do not sign this agreement if any of the spaces intended for the agreed terms are left blank.
2. The Company occasionally offers incentives for the purpose of obtaining new customers. Such offers are extended in good faith in return for which the customer agrees to remain on automatic delivery.
3. If the customer violates the terms of this agreement, The Company may, at its option, invoice the customer for service performed in accordance with this agreement at the rate of the Company's regular retail price schedule and the customer agrees to pay all charges incurred or any differential thereof.
4. I (We) authorize the Company to investigate the references and other data furnished by me (us) or any other person pertaining to my (our) credit responsibility. I (We) certify that the information on this application is true and correct and made for the purpose of obtaining credit.
5. Customer may cancel this agreement without penalty after terms of any special offer have expired.

#### Automatic Delivery Terms

The Company will supply fuel oil or propane under an Automatic Delivery Schedule and make deliveries at the address indicated above without prior notice on an automatic delivery schedule to be calculated using a degree day system unless otherwise mutually agreed to. The price shall be the Company's posted retail price on the day of delivery.

Payment for the delivery will be on the delivery date based on unless other arrangements are made with the Company. There will be a \$75 delivery charge imposed for any Will Call deliveries of less than 100 gallons.

In the event that you wish to cancel Automatic Delivery you may do so, in writing by email, fax or postal mail, but you agree to pay the Company for any delivery made before written notice is received. This notification must be received in writing 24 hours prior to your requested cancellation date. Upon written notice, the Company may, at its option terminate this agreement and have no further obligation to provide fuel or services and demand payment for all outstanding balances, including special payment plans.

#### General Terms

The Company reserves the right to refuse delivery if your account becomes delinquent or the Company is unable to process a payment, or you fail to maintain a properly vented oil storage tank.

The Company is responsible for the delivery of heating oil or propane to the indicated fill location designated by you. You agree that neither the Company nor its employees shall be liable for any damages resulting from leaks or for the failure of the receiving tank or associated piping. You must notify the Company in writing of any alterations of the receiving tank or any associated piping. Failure to notify shall relieve the Company of any liability resulting from damages from a spill or leaks.

You agree to excuse the Company for nonperformance under this contract to the extent that such failure to perform is due to an uncontrollable force. Uncontrollable forces maybe, but are not limited to; unusually severe weather conditions, acts of God, war, acts of terrorism, failure of public utilities, or supply constraints imposed by our suppliers.

Agreements are not assignable, and constitute the entire agreement between the parties and may not be amended without the mutual written agreement of both parties.