



Dear New Customer:

As the owner of J.M. Walsh Oil, please allow me to introduce you to our company. For over 35 years now, we have been serving Cape Ann's heating needs as a family owner and operated, full-service company. We are fully insured, including extensive pollution coverage through a specialized fuel insurance program. Some of the money saving services we can offer you are:

- \* Automatic Delivery
- \* Installation of Heating/Cooling Equipment
- \* Service/Install Hot Water Heaters
- \* Budget Plans
- \* Radiant Heating
- \* 24-Hour Emergency Service
- \* Customer Referral Rewards
- \* Fuel Assistance
- \* Service Contracts
- \* Senior Citizen Discount

Please download a New Account form and a Credit Application, which are required to open an account with us. Upon credit approval, you will have 7 days from the delivery date to remit full payment at the discounted price. The delivery invoice is your bill. After 7 days, the price increases by .30¢ per gallon. If you prefer to pay on a C.O.D. basis or budget plan you will receive the discount at the time of delivery.

Also available for download is a Credit Card Authorization, if you would like to authorize automatic payments on your credit card at the time of delivery to ensure that you receive the Prompt Pay Discount.

As a full-service company, we also offer Service Contracts to our customers. Information on cost and eligibility for your specific system will be available after an inspection. The sample Service Contract, available for download, outlines the program's covered parts and services.

Please feel free to call if there are any questions, and don't forget to inquire about our customer referral reward. You could start earning your first \$50.00 today!

Sincerely,

Janelle L. Favaloro  
President  
J.M. Walsh Oil Company Inc.  
jmwalshoil.com



## New Account Form

This application must be signed, returned and processed by J.M. Walsh Oil Co., Inc. in order to activate an account.

Applicant:	Email:
Applicant:	Email:
Billing Phone #:	Mobile #:
Billing Address:	Delivery Address:
Owner <input type="checkbox"/> Tenant <input type="checkbox"/>	Automatic Delivery* <input type="checkbox"/> Will Call Delivery <input type="checkbox"/>
Senior Citizen (65+) <input type="checkbox"/> Mass Energy <input type="checkbox"/>	Automatic Credit Card Payment <input type="checkbox"/>

Description of House/Business:	Special Delivery Instructions:
	Location of fill pipe:
Do you have any other means of heat?	Location to leave delivery invoice?
How do you heat your hot water?	Estimate of oil used annually: _____ gallons

Tank		Burner	
Oil tank size?	Age of tank?	Brand name of equipment:	
Tank level?	Last inspection?	Age?	Last Cleaning?

Are you interested in:    Service Plans? <input type="checkbox"/> SmartGauge™? <input type="checkbox"/> SmartGauge™ Monitoring? <input type="checkbox"/>
Special concerns?
How did you hear of our company? _____
Previous oil company? _____

Emergency Contact:	Contact #:
* It is ultimately the customer's responsibility to check the tank and ensure that there is an adequate supply of fuel.	
By signing this form, I certify that all information provided is true and current. I acknowledge that I have received, read, understand and agree to the terms outlined in the Terms Conditions and Customer Responsibilities.	
Applicant's Signature: _____	Date: _____
Applicant's Signature: _____	Date: _____

## **Terms, Conditions & Customer Responsibilities**

**Please read this document carefully and retain a copy for your records.**

The J.M. Walsh Oil Co., Inc (Company) Terms, Conditions & Customer Responsibilities become immediately effective upon receipt of account approval and this document (Guidelines). Acceptance of fuel deliveries, service or installation of equipment by J.M. Walsh Oil Co., Inc. shall also constitute acceptance of these Guidelines. These Guidelines supersede any previous agreements between J.M. Walsh Oil Co., Inc and the Customer.

These Guidelines cannot be modified by the customer unless submitted in writing and accepted by an authorized representative of the Company. They may be modified by the company without notice. Please call our office to obtain a copy of the most recent Terms, Conditions & Customer responsibilities.

### **Fuel**

Company will exercise reasonable best efforts to deliver fuel during normal business hours to customers on a Will Call or Automatic Schedule, as requested by the Customer. A service charge may apply to deliveries outside of normal business hours. This includes run-outs due to non-payment and failure of automatic delivery customers to notify company of a change in usage.

### **Rates and Charges**

Customer agrees to pay J.M. Walsh Oil Co., Inc.'s current rates and charges in effect at the time fuel is delivered or service is rendered. The price per gallon for fuel delivered shall be the established retail price in effect on the date of delivery. The price per gallon of fuel will be posted on the delivery ticket provided to Customer. J.M. Walsh Oil Co., Inc. reserves the right to change rates and charges from time to time without notice.

All fuel charges are due and payable, at the discounted price, within seven (7) days of the date imprinted on the delivery slip. After 7 days, the price increases by .30 cents per gallon. Service charges are due and payable within thirty (30) days of service rendered. Installations are scheduled upon receipt of a 50% deposit and due and payable in full upon completion.

### **Automatic Delivery**

Automatic delivery is based on a calculation using the weather/outdoor temperature and the use pattern of the customer. The size of your home, location and other heat sources are considered, then our computer system tracks the last 3 deliveries and weather to "flag" customers who are ready for their next delivery. While this system is very accurate, it cannot determine unforeseeable fluctuations in use. We always suggest that you also keep an eye on the level of oil in the tank and let us know if you may be using more than expected. An illness, a new family member, visitors and construction can all change the amount of oil that you use. It is ultimately your responsibility to check the tank and ensure that you have an adequate supply of fuel.

### **Will Call Delivery**

Will Call delivery means that we do not track consumption or schedule your next delivery. It will be your responsibility to monitor the fuel in your tank and request a delivery. The best time to call and schedule a delivery is when the gauge reads between ¼ and ½ full. Please give us a 48 hour notice for weekday deliveries. There is a 100 gallon minimum delivery, 150 for Green Energy customers. A chargeable service call could result in the event of a run-out outside of business hours.

### **Tank Inspection**

Company makes a reasonable effort to initially and then periodically visually inspect accessible above ground oil tanks. Visual inspections assess the condition of the tank at the time of inspection and do not predict the tank's condition in the future. Since tank conditions may change, as the owner with ongoing access, it is the Customer's responsibility to monitor the tank for wear and tear and/or leaks and notify the Company immediately.

### **Access**

J.M. Walsh Oil Co., Inc. makes every effort to deliver fuel in a timely and safe manner. It is the responsibility of the Customer to ensure there is safe access to the property at all times. Driveways and paths to, and surrounding, the fill pipe should be clear and free of: obstructions - shrubs, snow, ice or debris.

### **Unoccupied/Vacant Primary Residence or Rental Property**

J.M. Walsh Oil Co., Inc. will not be responsible for any loss, damage or injury due to, or resulting from, the failure of any heating system or fuel run-out in a property that the Customer has left unoccupied or vacant for any period of time. The Customer is responsible for monitoring the operation of the heating system on a day-to-day basis and notifying Company of any problem which arises. If the property is unoccupied or vacant, the Customer is responsible for making arrangements for daily monitoring and that there is an adequate amount of fuel in the tank even if the Customer is on automatic delivery.

### **Seasonal or Second Home**

Since occupancy is inconsistent in seasonal and second homes, temperature and fuel monitoring is the responsibility of the Customer even if on automatic delivery. A heating system can breakdown for a variety of reasons and fuel consumption is difficult for the Company to monitor on automatic delivery. The Customer is required to arrange for daily monitoring of their property to make certain the heating equipment is operating properly, that the tank has adequate fuel and that there is safe access. J.M. Walsh Oil Co., Inc. will not be responsible for any loss, damage or injury due to, or resulting from, the failure of any heating system or run-out in a seasonal or second home.

### **Release and Waiver of Subrogation**

Company and Customer will each look to its own insurance for recovery of any loss and release one another from such claims. Company and Customer waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise including their respective insurers.

### **Contingencies**

J.M. Walsh Oil Co., Inc. shall not be held liable if prevented from performing any of its obligations due to cause beyond its reasonable control including, but not limited to obstructions, acts of God, or government, fires, floods, droughts, snow emergencies, earthquakes, wars, acts of terrorism, riots, labor disputes, delays in transportation, embargoes, or shortages of product.

### **Termination**

This agreement may be terminated at any time if either side fails to meet the terms and conditions of this agreement or if it is determined that a threat to health or safety exist. Either party may also terminate this relationship at any time with written notice. If Customer's account is terminated by either party, then company will no longer be responsible for making fuel deliveries or providing service of any kind to Customer. Service plans will become null and void and will be canceled as of the date of termination and are not totally or partially refundable. If account is terminated, by either party, Customer is responsible for all amounts owed to Company.



# CONSUMER CREDIT APPLICATION

**INDIVIDUAL ACCOUNT**

Applicant is relying on his/her income assets and credit references. Please complete section 1, sign and date. You may apply for an individual account even if you are married. However, if your spouse will use this account, please print their full name below.

**ACCOUNT ON THE BEHALF OF ANOTHER**

If you are relying on another person's income, assets and credit references, please complete section 2 for the other person and section 1 for yourself.

**Note:** Alimony and child support do not need to be disclosed as income

Spouse First Middle Last Name

<b>1 INDIVIDUAL INFORMATION (ALL APPLICANTS)</b>							YOUR SS#	DATE OF BIRTH
YOUR NAME	FIRST	INITIAL	LAST				PHONE #	
PRESENT ADDRESS	STREET	CITY	STATE	ZIP	HOW LONG? YRS	MOS	MOBILE #	
PREVIOUS ADDRESS	STREET	CITY	STATE	ZIP	HOW LONG? YRS	MOS	OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> NUMBER OF DEPENDENTS	
YOUR EMPLOYER			POSITION				HOW LONG? YRS	
EMPLOYER'S ADDRESS	STREET	CITY	STATE	ZIP			EMPLOYER'S PHONE #	
MONTHLY INCOME BEFORE DEDUCTIONS	\$				MONTHLY ALIMONY CHILD SUPPORT OR SEPARATE MAINTENANCE PAYMENTS (SEE NOTE ABOVE)	\$		
NEAREST RELATIVE NOT LIVING WITH YOU	NAME		ADDRESS				PHONE #	

<b>2 ACCOUNT ON THE BEHALF OF ANOTHER</b>							THEIR SS #	DATE OF BIRTH
THEIR NAME	FIRST	INITIAL	LAST				PHONE #	
THEIR PRESENT ADDRESS	STREET	CITY	STATE	ZIP	HOW LONG? YRS	MOS	MOBILE #	
THEIR PREVIOUS ADDRESS	STREET	CITY	STATE	ZIP	HOW LONG? YRS	MOS	OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> NUMBER OF DEPENDENTS	
THEIR EMPLOYER			POSITION				HOW LONG? YRS	
THEIR EMPLOYER'S ADDRESS	STREET	CITY	STATE	ZIP			THEIR EMPLOYER'S PHONE #	
THEIR MONTHLY INCOME BEFORE DEDUCTIONS	\$				THEIR MONTHLY ALIMONY CHILD SUPPORT OR SEPARATE MAINTENANCE PAYMENTS (SEE NOTE ABOVE)	\$		
THEIR NEAREST RELATIVE NOT LIVING WITH THEM	NAME		ADDRESS				PHONE #	

MAY YOUR CREDIT REFERENCES AND HISTORY BE VERIFIED IN ANY OTHER NAME? NO  YES

**OFFICE USE ONLY:**

CREDIT APPROVED – LIMIT \$ \_\_\_\_\_

CREDIT NOT APPROVED




I confirm that the information set forth is complete and accurate  
I authorize **J.M. Walsh Oil Company** to substantiate and investigate the information contained on the application. Terms of credit will be set forth on a separate agreement to be forwarded if credit is authorized.

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



### Credit Card Authorization

In an effort to better serve our clients and simplify your billing experience, we offer credit card acceptance. Charge card information is filed with your confidential information and kept secure.

<b>OPTIONS</b>	<p>_____ (initial) I hereby give J.M. Walsh Oil Company, Inc. permission to process the agreed upon Budget Payment automatically on the first of each month.</p> <p>_____ (initial) I hereby give J.M. Walsh Oil Company, Inc. permission to process amounts due for services rendered at the time of service.</p> <p>_____ (initial) I hereby give J.M. Walsh Oil Company, Inc. permission to process amounts due for oil delivered at the time of delivery.</p> <p>_____ (initial) I hereby give J.M. Walsh Oil Company, Inc. permission to process Service Contract Payments when due.</p>
<b>IONINFORMATPAYMENT</b>	<p>Customer Name: _____</p> <p>Billing Address: _____</p> <p>_____</p> <p>_____</p> <p>Type of Card: _____</p> <div style="display: flex; justify-content: space-around; align-items: center;">    </div> <p>Card Number: _____</p> <p>Expiration Date: _____ Security Code: _____</p> <p>The undersigned guarantees performance of the financial provisions of this agreement.</p> <p>Card Holder Name: _____</p> <p>Signature of Card Holder: _____ Date: _____</p>
<b>POLICY CHARGE</b>	<p>_____ (initial) Being the authorized cardholder or the Corporate Officer, by signing above I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize to charge my credit card for deliveries made and services provided. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed. I understand that this agreement will remain in place until I notify J.M. Walsh Oil Company, Inc. in writing that I wish to cancel the agreement and the following conditions have been met: 1. All balances due are satisfied. 2. All deliveries, service, installation policies are met.</p> <p>_____ (initial) Charges made for actual services performed, deliveries made, and equipment installed by J.M. Walsh Oil Company, Inc. are non-refundable.</p>