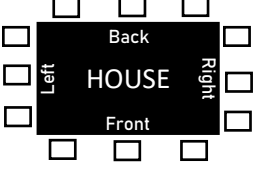




PO BOX 492, WAPPINGERS FALLS, NY 12590
EMPIREFUELNY.COM | 845-297-8007 | 845-691-2662

AUTOMATIC DELIVERY AGREEMENT

Billing Information		Delivery Information	
First and Last Name	Customer Information	First and Last Name	Delivery Information
Billing Address		Delivery Address	
Billing City, State, Zip		Delivery City, State, Zip	
Email		Email	
Phone Number		Phone Number	
Additional Phone		Additional Phone	
** All Fuel Charges will be at the current COD price per gallon on the day of your delivery **			
Previous Oil Company	Product Use: Heat & HW <input type="checkbox"/> Heat Only <input type="checkbox"/>	Do you own or rent your home? Own <input type="checkbox"/> Rent <input type="checkbox"/>	Account Details
Tank Size 275 330 550 1000 Other: _____	Landlord's First and Last Name	Landlord's Address	
Color of Home	Landlord's Phone Number	Additional Information:	
Fill Location: 			
** Driveway and Fill area must be clear and accessible for deliveries **			
<p>This agreement is for Automatic Delivery of home heating oil. Empire Fuel will deliver heating oil to your home periodically, calculated using a degree day forecasting method on an as-need basis.</p> <p>This agreement is subject to the terms and conditions found on page 2.</p>			
Credit/Debit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> American Express	Card Number	Exp. Date	Payment Info
I AUTHORIZE EMPIRE FUEL TO USE AND STORE THIS INFORMATION FOR MY DELIVERIES			
Initials			
Billing First and Last Name		Billing Address	
Billing City, State, Zip			



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TERMS AND CONDITIONS

- 1.) Any automatic delivery paid via credit/debit card that we are unable to process will restrict your ability to receive any further deliveries until that balance is paid in full.
- 2.) If you are found in default of payment, you agree to pay the principle balance in addition to any and all interest, late fees, attorney fees and court costs.
- 3.) You shall be considered in default if my balance is not paid with (30) Thiry Days of the date of my delivery or if you file for bankruptcy.
- 4.) If we refer collection of the balanace to our collection agency, you agree that you will be liable for reasonable attorney fees incurred plus all court costs and expenses.
- 5.) My driveway must be made accessible at the time of a delivery under the driver's discretion.
- 6.) We are not responsible for any damages caused by a lack of oil due to the inability of delivering due to poor driveway conditions or if the fill location is inaccessible nor will be held liable for damages if you run out of fuel. If you are low or out of fuel, please call our office for immediate delivery.
- 7.) On Automatic Delivery, my price per gallon will be the prevailing market-rate on the day of your delivery. This rate will not be fixed or capped. The rate will be based on the market and will change with the market.
- 8.) On Automatic Delivery, you understand that your tank must be filled at each delivery. Any request for less than a full tank will void this agreement as we will not be able to accurately forecast future deliveries.
- 9.) Empire Fuel shall not be held liable for damages based on or caused by a failure to deliver fuel to a vacant or unattended premises (an unattended premises is defined as any dwelling which no adult occupant is present for (24) twenty-four consecutive hours). In each and every case, Empire Fuel has the right to cancel or to postpone any delivery without liability whatsoever.
- 10.) Both parties agree that this agreement and any other documents to be delivered in connection herein may be electronically signed and any electronic signatures appearing on this agreement are the same as handwritten signatures.

**** All changes above must be made in writing.**

Cancellation of this agreement can be made at any time by either party in writing. **

I, _____, agree to the above terms and conditions.

Customer Signature

Date

Authorized Representative
of Empire Fuel

Date