

MASSEY, WOOD & WEST, INC.  
 PO BOX 5008  
 1713 WESTWOOD AVE.  
 RICHMOND, VA 23220  
 804-355-1721

**NEW ACCOUNT APPLICATION (please complete & sign at bottom)**

Type of Account Requested:  30-day or  C.O.D.

DATE \_\_\_\_\_, 20\_\_\_\_

FIRST NAME MIDDLE INITIAL LAST NAME SOCIAL SECURITY NUMBER

HOME ADDRESS STREET CITY STATE ZIP PHONE

LENGTH OF TIME THERE \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS \_\_\_\_\_ RENT \_\_\_\_\_ OWN

FORMER ADDRESS STREET CITY STATE ZIP PHONE

LENGTH OF TIME THERE \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS \_\_\_\_\_ RENT \_\_\_\_\_ OWN

NAME OF EMPLOYER (OR BUSINESS IF SELF EMPLOYED) BUSINESS ADDRESS PHONE #

NEAREST RELATIVE (NOT LIVING WITH YOU) STREET ADDRESS CITY STATE ZIP

NEAREST RELATIVE'S PHONE # RELATIONSHIP OF NEAREST RELATIVE

**\*\*COMPLETE ONLY IF THIS IT TO BE A JOINT ACCOUNT, IF ANOTHER PERSON WILL BE PERMITTED USER OF THIS ACCOUNT\*\***

**\*\*CO-APPLICANT'S FIRST NAME\*\* \*\*MIDDLE INITIAL\*\* \*\*LAST NAME\*\* \*\*SOCIAL SECURITY NUMBER\*\***

**\*\*CO-APPLICANT'S EMPLOYER (OR BUSINESS IF SELF EMPLOYED)\*\* \*\*BUSINESS ADDRESS\*\* \*\*PHONE #\*\***

**BANK INFORMATION** BANK NAME (CHECKING ACCOUNT) \_\_\_\_\_

BANK NAME (SAVINGS ACCOUNT) \_\_\_\_\_

**TANK INFORMATION**

TANK SIZE AUTOMATIC DELIVERY OR WILL CALL HEATING ONLY OR HEATING & HOT WATER

**PRODUCT TYPE** PLEASE CIRCLE ONE OF THE FOLLOWING PREVIOUS OIL COMPANY

# 2 FUEL OIL KEROSENE PROPANE \_\_\_\_\_

MASSEY, WOOD & WEST, INC.  
**CREDIT AGREEMENT**

- I AGREE THAT I WILL PAY THE BALANCE DUE ON MY ACCOUNT IN FULL WITHIN 30 DAYS OF THE DATE OF EACH MONTHLY STATEMENT, OR PAY UNDER ESTABLISHED BUDGET TERMS. IF TERMS ARE NOT MET, THE ACCOUNT WILL AUTOMATICALLY BECOME A C.O.D. ACCOUNT. (APPLIES TO 30-DAY ACCOUNTS ONLY)
- I AGREE TO THE ADDITION OF A FINANCE CHARGE TO THE BALANCE DUE ON MY ACCOUNT IF I DO NOT PAY THE BALANCE IN FULL AS PRESCRIBED ABOVE. I UNDERSTAND THAT CURRENTLY THIS FINANCE CHARGE IS COMPUTED BY MULTIPLYING A MONTHLY RATE OF 1 1/2% (ANNUAL PERCENTAGE RATE 18%) BY THE AMOUNT OF THE NEW BALANCE OVER 30 DAYS PAST DUE, AFTER DEDUCTION OF PAYMENTS MADE AND CREDITS GIVEN. I UNDERSTAND AND AGREE THAT MASSEY, WOOD & WEST, INC. MAY CHANGE THE ANNUAL PERCENTAGE RATE AND METHOD OF DETERMINING THE FINANCE CHARGE BY GIVING ME 30 DAYS PRIOR WRITTEN NOTICE OF ANY SUCH CHANGE.
- I AGREE TO PAY AN ATTORNEY'S FEE OF 33 1/3 % OF THE OUTSTANDING BALANCE ON MY ACCOUNT IF IT IS TURNED OVER TO AN ATTORNEY FOR COLLECTION.
- A CREDIT REPORT WILL BE PULLED ON ALL 30 DAY ACCOUNTS. \*A CREDIT REPORT MAY BE PULLED AT ANY TIME ON OVERDUE ACCOUNTS.\*

\_\_\_\_\_  
 APPLICANT'S SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT'S SIGNATURE



## LIQUEFIED PETROLEUM GAS EQUIPMENT AGREEMENT

At the request of the customer named on the reverse hereof, hereinafter called "Customer", MASSEY, WOOD & WEST, INC., hereinafter called "Company", having a place of business at 1713 Westwood Ave, Richmond, Virginia, 23227 agrees to \_\_\_\_\_ to the Customer one set of liquefied petroleum gas utilization equipment, described on the reverse hereof, hereinafter called "Equipment", subject to the following conditions:

1. The term of this agreement shall be for a period of five (5) years, commencing on the date this agreement is signed, and shall automatically renew for annual periods at the expiration date of this agreement unless either party shall give the other at least ninety (90) days notice prior to the end of any annual renewal period.
  2. Company will ensure compliance with all local requirements for building permits, inspections, and zoning. Customer agrees to pay for all fees associated with obtaining building permits and inspections.
  3. The installation of the Equipment will begin on \_\_\_\_\_ with an estimated completion date of \_\_\_\_\_.
  4. The Equipment shall be used solely for the storage and handling of petroleum product sold by Company.
  5. The Equipment shall not be removed from the location shown on the reverse hereof. If the equipment fails to function or otherwise needs repairs or adjustment, Customer agrees to notify Company promptly. Company will make repairs or adjustments which, in its opinion, are necessary; provided, however, if the need for such repairs and adjustments are occasioned by the negligence, misuse or servicing by Customer or anyone not authorized by Company, such repairs and adjustments shall be at Customer's expense. The Customer shall be responsible for any loss or damage to the Equipment, unless caused by an act of God.
  6. Company may terminate this agreement immediately and without notice in any of the following events:
    - a. If any product other than petroleum product sold by Company is used with the Equipment.
    - b. If Customer fails to pay any monies due Company.
    - c. If the Equipment shall be moved from the location shown on the reverse hereof without Company's written consent.
    - d. If the Equipment is damaged in any manner.
    - e. If the premises upon which the Equipment is located becomes subject to foreclosure proceedings upon any mortgage or lien, or upon the sale, transfer or conveyance of the premises or if the Customer shall move from the premises or leave it unoccupied for an extended period.
- Upon any termination, Customer shall, in accordance with Company's instruction, return the Equipment in as good order and condition as when loaned, ordinary wear and tear excepted; or Company, or its authorized representative, may without notice demand and without legal process, enter any premises where the Equipment is located and take possession of it. Customer expressly waives all claims for damages and all rights under local or other ordinances or laws regulating the removal of the Equipment. Company shall not be liable for any damage to the premises necessarily incurred by the removal there from. The removal of the Equipment at the termination of this agreement shall not be deemed a waiver by Company of any other remedies provided by law.
7. The Customer agrees to pay rental on the Equipment installed in the sum of \$\_\_\_\_\_ per \_\_\_\_\_, together with installation charges of \$\_\_\_\_\_. The Equipment is and shall remain the property of the Company. The rent and installation charges provided for herein shall not be considered a deposit and will not be refunded upon the termination of this agreement. When the tank is removed, Customer will be charged time and material at the prevailing rates for removal of the tank with a minimum charge of Seventy-five Dollars (\$75.00).
  8. Customer shall indemnify and save harmless Company, its successors and assigns of and from any and all liability for claims for loss, damage or injury to persons or property (including but not limited to Customer, his agents, servants, employees, members of his household or any other occupants of the premises upon which the Equipment is located) caused or occasioned by any leakage, fire or explosion of any of the products stored in said Equipment or contained or drawn through said Equipment and attachment or appliance used, connected, installed or furnished therewith which shall occur before notice to Company of any defect in the Equipment or between the time of notice and a reasonable time thereafter within which Company could have repaired or which shall occur by reason of failure of Customer to shut off gas in accordance with such regulations and instructions or otherwise to observe such regulations or instructions or which shall be the result of negligent damage to or misuse of the Equipment by Customer.
  9. Any modification to this contract including changes in the cost, materials, work to be performed or estimated completion date will be in writing and signed by Customer and Company.
  10. Company will not be responsible for any damage to underground cables, pipes wires and/or sewer lines not marked by "Miss Utility of Virginia" or owner.
  11. Company will comply with all local requirements for building permits, inspections, and zoning.
  12. This agreement is not assignable or transferable by Customer without the written consent of Company.
  13. This agreement contains the entire contract between the parties as to the Equipment and supersedes all agreements, warranties or representations, oral or otherwise. This agreement cannot be changed or any of its provisions varied except in writing, signed by the Customer and accepted by Company. Any waiver of any of the terms or conditions of this agreement shall be deemed to be a continuing waiver of such terms or conditions hereof.

Customer acknowledges receipt of a copy of this agreement, and of the regulations and instructions referred to herein.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Massey, Wood & West, Inc.  
PO Box 5008, Richmond, VA 23220  
License # 2701 001690A  
Class A - HVA/GFC

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Customer