



## 2023-2024 Budget Plan Application

Empire Fuel welcomes you to our family as new Budget Plan customer! Our budget plan allows you to receive regular automatic deliveries without the burden of paying the total due right away. We spread out your annualized fuel costs over the span of 11 months to give you easy to handle once a month payments. This program will run from June 1, 2023 - April 30, 2024.

Please review all required information below.

The information provided by you below will be used solely by our company for account purposes. If this information changes over time, we ask that you contact our office with the updated information.

Delivery Information		Customer Information	Billing Information	
First and Last Name			First and Last Name	
Delivery Address			Billing Address	
Delivery City, State, Zip			Billing City, State, Zip	
Email			Email	
Phone Number			Phone Number	
Additional Phone		Additional Phone		
<b>Please complete the following information:</b>				
Previous Oil Company	Product Use: Heat & HW <input type="checkbox"/> Heat Only <input type="checkbox"/>	Account Details	Do you own or rent your home? Own <input type="checkbox"/> Rent <input type="checkbox"/>	
Tank Size (Circle One) 275 330 550 1000 Other: _____			Landlord's First and Last Name	
Color of Home			Landlord's Address	
Fill Location:			Landlord's Phone Number	
			Additional Information:	



### Your Monthly Budget Payment

\$\_\_\_\_\_ Per Month

This amount is calculated based off the following information:

Aproximate Gallons from 06/01/2021 - 05/31/2022	X	Average Heating Oil Price	=	Average Yearly Fuel Cost
_____		_____		_____
Average Yearly Fuel Cost \$_____ / 11 Months (June 15th - April 15th) = \$_____ Monthly Budget Payment				

Your monthly budget plan payment is calculated based off your previous years fuel consumption. To calculate your monthly budget plan payment, we multiply your previous years fuel consumption by an average price per gallon for the year. You are not locked-in to this rate. The price per gallon you will be charged for each delivery will be the prevailing market-rate on the day of your delivery. We do our best to provide you with as accurate information as possible; however we cannot be held liable should market conditions drastically change. At certain times throughout the year your account is reevaluated to ensure your budget plan stays on track. While you are on the Budget Plan, it is also your responsibility to monitor your account balance. In the event there is a unreasonably high balance on your account your deliveries may be held until the balance is brought down to an amount that is felt to be reasonable by Empire Fuel.

**\*\* Driveway and Fill area must be clear and accessible for deliveries \*\***

Automatic Deliveries will be made according to your usage. Our company monitors your fuel usage to the best of our abilities; however if you are low or out of fuel, please call the office for immediate delivery. We are not responsible for damages caused by lack of fuel. During the non-heating season deliveries will be less frequent. Our Budget Program begins on June 15th and ends on April 15th the following year. This program affords you the ability to mail-in monthly payments toward your fuel bill (or can be charged monthly to your debit/credit card on file). Any balances left at the end of the season must be paid by May 31st. Any accounts not at a zero balance will be unable to continue the budget program the following season. Any credits will be carried over into the new season and will not be refunded.

#### I choose to make my budget payments in the following manner:

All budget payments are due on or before the 15th of each month. By choosing recurring credit/debit card charge, you authorize Empire Fuel to automatically process your monthly payment automatically on or on the immediate business day after the 15th of each month.

Mail-In Payment

Recurring Credit/Debit Card Charge

A credit or debit is required to be kept on file whether you mail-in your payment or choose recurring charges.

Credit/Debit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> American Express	Payment Info	Billing First and Last Name
Card Number <span style="float: right;">Exp. Date</span>		Billing Address
I AUTHORIZE EMPIRE FUEL TO USE AND STORE THIS INFORMATION		Initials <span style="float: right;">Billing City, State, Zip</span>



## TERMS AND CONDITIONS

- 1.) All Budget Payments are due by the 15th of each and every month while on the budget program.
- 2.) Your credit/debit card will be charged on or on the immediate business day after the 15th of each month.
- 3.) "Business Day" shall be defined as any day other than Saturday, Sunday, or Federal Holiday
- 4.) A credit/debit card is required to be kept on file even if you mail your payments in each month.
- 5.) 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.
- 6.) If we refer collection of the balance to our collection agency, you agree that you will be liable for reasonable attorney fees incurred plus interest and court costs.
- 7.) 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.
- 8.) You shall be considered in default if your balance is not paid within Thirty (30) days of the end of the budget plan term or file for bankruptcy.
- 9.) 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.
- 10.) Your driveway must be made accessible at the time of a delivery under the driver's discretion.
- 11.) During the Budget Plan you must be on automatic delivery and you understand that your 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.
- 12.) 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.
- 13.) 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.

14.) 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.

15.) Should you decide to terminate your budget plan prior to May 31st, you agree to bring your account to a zero balance at the time of your request.

**\*\*All changes above must be made in writing. Cancellation of this agreement can be made at any time by either party in writing, subject to the terms and conditions herein\*\***

I, \_\_\_\_\_, agree to the above terms and conditions.

\_\_\_\_\_

Customer Signature

Date

\_\_\_\_\_

Authorized Representative  
of Empire Fuel

Date