



# CREDIT APPLICATION

PHONE: (757) 787-3580 FAX (757) 787-4149

- New                       Change  
 Oil  
 Propane  
 Service

- Onancock     Belle Haven     Cape Charles

## SECTION A - INFORMATION REGARDING APPLICANT

Mr. & Mrs.	First Name	Initial	Last Name	Age
Address			Area Code - Home Phone	
City	State	Zip Code	Social Security Number	
Home:    Own ( )    Rent ( )    Buying ( )	How Long?    ____ Years    ____ Months			
Mortgage or Rent	To Whom Paid	Address	Value	Present Balance    Monthly Payment
Former Address	City	State	Zip	How Long?    ____ Years    ____ Months
Employer	Position		How Long?	
Address	City	State	Zip	Business Phone No.
Gross Pay / Applicant: \$ _____ Week ( ) Month ( ) Year ( )	Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under: court order ( ) written agreement ( ) oral understanding ( )			
Name of Nearest Relative (not living with you)	Address	City	State	Zip    Relationship

## SECTION B - INFORMATION REGARDING JOINT APPLICANT, USER, OR OTHER PARTY

First Name	Initial	Last Name	Age
Address			Area Code - Home Phone
City	State	Zip Code	Social Security Number
Employer	Position		How Long?
Address	City	State	Zip    Business Phone    Gross Pay / Joint Applicant: \$ _____ Week ( ) Month ( ) Year ( )

## SECTION C - BANKING REFERENCES

Bank and Branch	Account No.	Checking ( )    Savings ( )    Loan ( )
Bank and Branch	Account No.	Checking ( )    Savings ( )    Loan ( )

## SECTION D - TRADE REFERENCES (List below three local businesses with whom you have had credit. Please exclude phone and electric power utilities.)

Business Name	Address	Phone Number
Business Name	Address	Phone Number
Business Name	Address	Phone Number

All of the above information must be provided in full, and pursuant to the Federal Privacy Act, will be held in the strictest confidence. I hereby consent to the necessary credit investigation in connection with this application and grant permission for the retention of this application, which will become the property of BAGWELL GAS & OIL CO., INC. I (we) certify that all the information on this form is correct, and that we fully understand your credit terms and agree to proper payment in consideration of extended credit.

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

## ACCOUNT INFORMATION

Previous Supplier: \_\_\_\_\_  
Reason for Change: \_\_\_\_\_  
Tank Size: \_\_\_\_\_  
Tank Owner: \_\_\_\_\_  
Delivery Address & Directions to House \_\_\_\_\_  
\_\_\_\_\_

Fuel Type: \_\_\_\_\_  
Oil used to heat hot water: \_\_\_\_\_  
Tank Size: \_\_\_\_\_  
Will Call or Automatic: \_\_\_\_\_  
If name change, who occupied house previously: \_\_\_\_\_  
\_\_\_\_\_

## Account Agreement

This Agreement between Bagwell Oil Company, Inc. ("Bagwell Oil") and \_\_\_\_\_ ("Customer") and \_\_\_\_\_ and \_\_\_\_\_ ("Guarantor") is entered into this \_\_\_\_\_ day of \_\_\_\_\_.

### Background:

1. Among other things, Bagwell Oil sells petroleum products, burners, burner parts, repair and installation services and leases commercial properties for business uses.
2. Customer desires to purchase petroleum products, burners, burner parts, repair and installation services and/or Customer desires to lease commercial property for business uses.
3. In order to induce or to provide additional inducement to Bagwell Oil to sell petroleum products, burners, burner parts, repair and installations services, lease property, provide credit and/or otherwise incur liabilities on behalf of Customer, Customer and/or Guarantors have entered into this agreement.

Therefore in consideration of the mutual promises made in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Unlimited promise to pay and/or perform. In consideration for Bagwell Oil's selling petroleum products or burner parts or service to, leasing the property to or otherwise providing credit, by and "Open Account" (as described herein) or by some other separate agreement, including but not limited to lease agreements, or by Bagwell Oil having incurred liabilities, of whatever kind or nature, on account of or on behalf of Customer, the undersigned Customer and the undersigned Guarantor promise to pay and hereby guarantee the full and prompt payment and/or performance of all Customer's liabilities and/or obligations of any kind or of any nature for money owned or for performance due under this agreement or any other agreement that Customer may now have with Bagwell Oil or that Customer may hereafter enter into with Bagwell Oil.
2. Obligations and/or liabilities of Customer and Guarantor are direct. As among Customer and Guarantor all liabilities of any kind or of any nature of Customer and/or Guarantor to Bagwell Oil shall be treated as direct liabilities to Bagwell.
3. Customer and Guarantor jointly and severally liable. Customer and/or Guarantor, whether an individual or a business entity shall be jointly and severally liable for full payment and performance under this agreement or any other agreement that Customer may now have with Bagwell Oil or may hereafter entered into with Bagwell Oil.
4. Open Account. Unless otherwise agreed in a separate written agreement:
  - a. Pay the balance in full each (MONTHLY) billing period. Customer shall pay the full amount shown on the statement sent for the monthly billing period provided by Bagwell Oil to Customer at the address shown in this agreement for Customer indicating, among other things, the balance due to Bagwell Oil.
  - b. Pay in good funds within 30 days. Customer shall remit the full balance due to Bagwell at the address shown in this agreement for Bagwell Oil no later than thirty (30) days after the billing date shown on the statement from Bagwell Oil.
  - c. FINANCE CHARGE or interest. Bagwell Oil may assess and Customer shall pay a FINANCE CHARGE or interest at the rate of 1.50% per month of 18.00% per annum on the unpaid balance.
  - d. Application of payments received. To determine the actual timeliness of payments and the actual ending balance, Bagwell Oil will apply all payments received in the following manner: first to accrued FINANCE CHARGES or interest, if any, then to the unpaid balance from previous billing periods, if any; and finally to the current unpaid balance.
  - e. Accounting for Customer. In addition to the monthly statements Customer may request in writing a clear and definitive explanation from Bagwell Oil of the exact status of the Customer's account with Bagwell Oil and Bagwell Oil shall reasonably comply with such request.
5. Application to Verify Creditworthiness. Customer and/or Guarantor shall complete a Credit Application which authorizes Bagwell Oil or Bagwell Oil's agent to verify information related to the Customer's and/or Guarantor's creditworthiness, including but not limited to obtaining personal credit report.
6. Special Provisions:

7. The parties further agree to the following terms and conditions:

- a. DEFAULT AND ACCELERATION. If Customer defaults in the timely payment of any amount due under this Agreement or any other agreement with Bagwell Oil, then Bagwell Oil may declare the unpaid principal balance and earned interest on this Agreement immediately due. Customer and/or Guarantor waives all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.
- b. ATTORNEY'S FEES. If this Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Customer and/or Guarantor shall pay Bagwell Oil all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.
- c. BINDING EFFECT. The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties.
- d. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Virginia.
- e. MAILING ADDRESSES FOR NOTICE TO THE PARTIES:

1. Customer \_\_\_\_\_
2. Guarantor \_\_\_\_\_
3. Bagwell Oil Company, Inc., 33 Market St., Onancock, VA 23417

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Customer

By (name or, if applicable, the official authorized): \_\_\_\_\_

Print Name of Individual or authorized official: \_\_\_\_\_

Its: \_\_\_\_\_

Bagwell Oil Company, Inc.

By: \_\_\_\_\_ Its: \_\_\_\_\_

Guarantor

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_