



# Dixie Gas & Oil Corporation

New Account Application  
P.O. Box 900 Verona, VA 24482  
Verona: 540-248-6273, Lexington: 540-463-4623, Covington: 540-962-6336

Date: \_\_\_\_\_

Applying for Service: \_\_\_\_\_ Propane \_\_\_\_\_ Fuel Oil \_\_\_\_\_ Kerosene \_\_\_\_\_ Gasoline  
\_\_\_\_\_ Off-Road \_\_\_\_\_ On-Road \_\_\_\_\_ Motor Oil \_\_\_\_\_ Changeover

Use: \_\_\_\_\_ Primary Heat \_\_\_\_\_ Backup Heat \_\_\_\_\_ Water Heating \_\_\_\_\_ Cooking \_\_\_\_\_ Logs \_\_\_\_\_ Other

Are you Tax Exempt? Yes \_\_\_\_\_ If yes, Tax Exempt# \_\_\_\_\_

Do you Rent or Own Your Home? \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_

If you rent please give property owner's name and phone number: \_\_\_\_\_

How long have you lived at present address? \_\_\_\_\_

If less than 3 years, please give previous address: \_\_\_\_\_

### Applicant Information

1.) First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Employed By: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Employer's Address/ Phone Number: \_\_\_\_\_

Job Title: \_\_\_\_\_ Monthly Income: \_\_\_\_\_

2.) First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Employed By: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Employer's Address/ Phone Number: \_\_\_\_\_

Job Title: \_\_\_\_\_ Monthly Income: \_\_\_\_\_

3.) Nearest relative not living with you.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Tank Location: \_\_\_\_\_ Size of Tank: \_\_\_\_\_ Automatic Delivery Yes No

Do you own your tank? Yes No If yes, please attach proof of ownership.

Do you need a delivery now? Yes No

Directions to Home or Property: \_\_\_\_\_

\*\*\*\*\*DO NOT WRITE IN BOX BELOW\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_  
DENIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TERMS AND CONDITIONS

The undersigned (Applicant) agree(s) that the following terms and conditions shall apply to all credit extended to Applicant by Dixie Gas and Oil Corporation ("Dixie"). If more than one person signs this Agreement as Applicant, the liability of such persons shall be joint and several.

1. **Accuracy of Statements:** All invoices, delivery tickets, or statements for goods and services sold to Applicant shall be deemed to be accurate unless Dixie is notified in writing of any alleged discrepancies within five (5) days following its delivery to Applicant or their representative. Any such notice shall be addressed and delivered to Dixie at P.O. Box 900, Verona, Virginia 22482 Attention: Credit Manager.
2. **Responsibility for Credit to Account:** Dixie shall not be required to verify the authority of any person who it, in good faith, believes to be authorized to act on an Applicant's behalf in incurring charges to Applicant's account and Applicant agrees to be responsible for the payment of all charges made to this account. Purchases and deliveries are herewith authorized to be made without signatures of Applicant or Applicant's agent.
3. **Payment Terms:** (a) Due Date: Unless otherwise specified on any invoice or statement delivered to the Applicant, all sums owed to Dixie shall be due and payable upon receipt of the invoice or statement therefor. A **FINANCE CHARGE** in the amount of two percent (2.0%) per month (which is an **ANNUAL PERCENTAGE RATE** of 24%) shall be assessed on any balance remaining unpaid more than thirty (30) days after the date of the statement or invoice therefor. The **FINANCE CHARGE** on your account is determined by applying the periodic rate (2% per month) to the "Average Daily Balance" of your account. The "Average Daily Balance" is determined by taking the balance of your account each day and subtracting any payments or credits and any unpaid finance charges. We do not add in any new purchases. This will give us the daily balance. We then add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives the "Average Daily Balance". All payments shall be made to Dixie at the address set forth in Paragraph 1 above, unless Dixie notifies the applicant in writing to send the payment to a different address. (b) Late Payment Fee. Your payment will be past due if it is not received by Dixie on or before the payment due date shown on each monthly statement. A monthly fee of \$25.00 will be charged to your account, if the balance due on your monthly statement is not received by Dixie within seven (7) days after the payment due date. In addition, Dixie shall charge a handling charge of \$35.00 per check on any customer checks returned for any reason. (c) Collection Costs. If Dixie refers Applicant's account for collection or otherwise undertakes efforts to collect its account, Applicant agrees to pay all attorney's fees, court costs and other expenses reasonably incurred in connection with such collection efforts. The undersigned hereby waives the benefit of his or her Homestead Exemption as to any obligation incurred to Dixie.
4. **Rights Retained by Dixie:** Dixie retains ownership of any and all cards or other devices which may be issued to Applicant for use in accessing its credit account. Dixie also reserves the right to revoke or terminate any credit account or arrangement offered to Applicant or to alter or amend the terms or conditions on which such credit may be extended. Dixie may establish credit limits with respect to any credit account and may change such credit limit at any time without prior notice. Dixie will notify Applicant in writing of any change in the terms or conditions applicable to his or her account. Applicant hereby authorizes any person, association, firm, bank, or corporation to furnish on request to Dixie the information concerning my credit and/or credit history.
5. **Delay in Enforcement/Waivers:** Dixie may delay or waive enforcement of any of the provisions of this Agreement, including Applicant's agreement to make timely payments without losing its right to enforce the same provision later or to enforce other provisions of this Agreement. Applicant waives the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor and waives any applicable statute of limitations and all statutory exemptions to the fullest extent permitted by law.
6. **Change of Name or Address:** Applicant agrees to notify Dixie immediately in writing, of any change of its address.
7. **Applicable Law:** The terms and enforcement of this Agreement shall be governed by the law of the Commonwealth of Virginia and Applicant agrees to submit to the personal jurisdiction of the State and Federal Courts in Virginia with respect to any legal action or proceedings related to any credit extended to it by Dixie. This Agreement and all other Agreements made or entered into with respect to any credit offer extended to Applicant by Dixie shall be deemed made and entered into at Dixie's corporate offices in Verona, Virginia.
8. **Additional Rules and Regulations:** Dixie may from time to time issue additional rules and regulations which may be applicable to all, or to any one or more specific types of credit accounts established by Applicant, which rules and regulations may add to, modify or otherwise vary the terms and conditions set forth herein and which, upon issuance by Dixie and delivery of a copy thereof to Applicant, shall be deemed incorporated into these terms and conditions for purposes of such credit accounts.
9. **Guaranty:** In order to induce Dixie to extend credit to Applicant, the undersigned (jointly and severally, if more than one) hereby irrevocably and unconditionally guarantee payment to Dixie of any and all sums now or hereafter owed by Applicant. The undersigned waives presentment, demand and all notices otherwise required with respect to such and any sums owed to Dixie by Applicant and waives the Homestead and other exemptions available to them under applicable law. The undersigned agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Dixie in connection with the enforcement of the Guaranty and agrees that the Guaranty shall be governed by the laws of the Commonwealth of Virginia, and agrees to submit to the jurisdiction of the state and federal courts in Virginia in any action brought to enforce the Guaranty.

Applicant represents and warrants that all information set forth herein and all other information provided by Applicant in connection with this Credit Application is true and correct. Applicant understands that Dixie will rely on such information in making its determination of whether or not to extend credit to Applicant. Applicant understands that Dixie will retain this Application, whether or not it is approved. Dixie is authorized to check Applicant's references and credit history and to answer questions posed to it by others about Applicant's credit experience with Dixie. Dixie is authorized to verify Applicant's employment, verbally or in writing, including length of service and/or termination date.

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

\_\_\_\_\_  
Signed  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signed  
  
\_\_\_\_\_  
Print Name