



Initials _____

Will Call Contract

1. From a nearby major road or intersection, how would a driver approach your house?

2. Please give us a brief description of your house _____
3. Where is the tank filler pipe? Do you have more than one fill pipe? _____

| | | | | |
|------------|------------------------|-----------------------|--------------------|----------------------------------|
| Tank Size. | Auto Heat Hot Water | Special Instructions. | Unit Name or Brand | Emergency Number: () |
|------------|------------------------|-----------------------|--------------------|----------------------------------|

For **Will Call Only** check here (Initials)

Will Call: I am responsible for notifying Petroleum Kings that I need oil at least 5 business days before delivery. I am responsible if I run out of oil before Petroleum Kings can deliver. I am aware that Petroleum Kings will pre-authorize my credit card before I receive the oil delivery. I agree to pay the \$40 termination fee if I cancel my delivery before the oil is delivered. If the delivery is less than the minimum of 150 gallons, I agree to pay the \$40 service charge. I agree that if Petroleum Kings delivers less than the amount of gallons requested due to oil shortage, I will only be charged the amount of gallons received. I agree if the delivery is above the amount of gallons I requested, I will not be responsible for payment of the difference immediately, but I will be responsible of consumption and making payments of the difference on a monthly basis plan to bring the balance to zero.

I agree to buy oil exclusively from PETROLEUM KINGS LLC and to pay all invoices within 10 days of being billed. I understand that I may be charged a late fee when I fail to pay promptly. If my account balance exceeds \$400, PETROLEUM KINGS LLC has the right to stop delivering fuel and servicing equipment until the balance is paid. I agree to notify PETROLEUM KINGS LLC in a timely manner when a change occurs that might affect fuel consumption. If my annual consumption of fuel is less than 750 gallons, I agree that PETROLEUM KINGS LLC has the right to refuse service. I agree if I have more than one tank on my property, whether active or inactive, it is my responsibility to label all the tanks to prevent accidental delivery to the incorrect tank. Petroleum Kings LLC is not responsible for delivery to an incorrect tank unless the tank is sufficiently marked or our office has a record of multiple tanks. I agree to clear the path to my storage tank fill pipe during snowy or icy weather (PETROLEUM KINGS' drivers are prohibited from shoveling snow or cleaning the path). I agree that if PETROLEUM KINGS can't deliver fuel due to an obstructed path, that I will pay \$40 for the unsuccessful delivery. I am responsible for measuring the oil in my storage tank when a snow storm is on the way. PETROLEUM KINGS LLC is responsible for the delivery of the fuel to the receiving pipe or outlet designated by me, the customer. I agree that neither PETROLEUM KINGS LLC nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. I agree that PETROLEUM KINGS LLC shall not be responsible for previously existing problems of my heating and/or cooling system(s), no matter when such problems are discovered. I agree that if a problem develops involving any portion of my heating and/or cooling system(s), or any consequential damages from that problem that is not explicitly covered by any agreement between PETROLEUM KINGS LLC and me, that I will seek remedy against other installers or service providers and my own insurance, if any. Where applicable, I agree to work with PETROLEUM KINGS LLC to resolve any problems and I agree to supply proof that I have exhausted other remedies for recovering losses, and to provide PETROLEUM KINGS LLC with all pertinent information. If PETROLEUM KINGS LLC commences legal action against me to recover a debt owed to PETROLEUM KINGS LLC, I shall be responsible for any and all expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. I can terminate my contract at any time. If I wish to terminate my contract with PETROLEUM KINGS LLC, I will give a written termination notice to PETROLEUM KINGS LLC. I will do this in a timely manner so that any special arrangement, such as issuing a request to have the contents of a fuel tank measured to create a statement necessary for a house closing, can be scheduled. I agree that if my oil storage tank runs out of oil due to my late payment status, PETROLEUM KINGS LLC will not be responsible for any damages. Following PETROLEUM KINGS LLC's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to me within 30 days. Such written termination notice shall not affect any right of claim PETROLEUM KINGS LLC has against me until any and all debts owed to PETROLEUM KINGS LLC are fully paid. PETROLEUM KINGS LLC has the right to terminate my contract for non-payment and/or just cause pursuant to its by-laws.

Signed: _____ **Print name:** _____ **Date:** _____

Type of Account: Residential Commercial Wholesale Fleetfueling

Account Manager: _____ Manager: _____ Date: _____