



Commercial Application

P.O. Box 900, Verona, VA 24482
Verona: 540-248-6273 • Lexington: 540-463-4623
Covington: 540-962-6336 • Elkton: 540-298-1256
800-403-4943 • www.dixiegas.com

E-mail Address: _____ Date: _____

Check here if you would like to receive your statement electronically by email.

Applying for Service: Propane Fuel Oil Kerosene On-Road Diesel Off-Road Diesel
 Lubricants Gasoline

Applicant Name (full legal name): _____

Taxpayer I.D. Number: _____

Tradename (if any): _____

Guarantor Name (full legal name): _____ SSN: _____

Guarantor Address: _____

Guarantor Phone Number: _____

Tank Physical Address: _____ City: _____ State: _____ Zip: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Type of Business: Proprietorship _____ Corporation _____ Partnership _____

Date Business Organized/Started: _____ State of Organization: _____

Is Business Tax Exempt? Yes _____ No _____ If yes, Tax exemption form required.

Is Purchase Order Required? Yes _____ No _____

Names of Principal Officers (attach additional list, if necessary):

Name: _____ Title: _____

Name: _____ Title: _____

Names of Persons Owning Ten Percent (10%) or Greater Interest in Applicant (attach additional list, if necessary):

Name: _____ Ownership %: _____

Name: _____ Ownership %: _____

Trade/Credit References (Specify Name, Address, Phone Number, and Type of Credit):

1. _____

2. _____

3. _____

Tank Location: _____ **Size of Tank:** _____ **Automatic Delivery:** Yes _____ No _____

Do you need a delivery now? Yes _____ No _____ **How much?** _____ gallons or **Fill up**

• **Propane:** Minimum Delivery is 250 gallons

• **Other Products:** Minimum Delivery is 150 gallons

Directions to Home or Property: _____

*****OFFICE USE ONLY*****

CHANGEOVER APPROVED DENIED DATE: _____ BY: _____ TERMS: _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TERMS AND CONDITIONS

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

1. **Accuracy of Statements:** All invoices, delivery tickets, or statements for goods or 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 its representative. Any such notice should be addressed and delivered to Dixie at P.O. Box 900, Verona, Virginia 24482, Attention: Credit Manager.
2. **Responsibility for Charges 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 Applicant's behalf in incurring charges for Applicant's account and Applicant agrees to be responsible for the payment of all charges made pursuant to this agreement. Purchases and deliveries are herewith authorized to be made without signatures of Applicant or Applicant's agent.
3. **Payment Terms:** (a) *Due Date:* The date which is thirty (30) calendar days from the date of delivery is referenced herein as the "Due Date" of the purchase. Payment in full of each purchase is due on the Due Date, unless otherwise specified on the invoice or statement. A finance charge on each purchase will begin to accrue on the Due Date of the purchase, unless the entire balance of the purchase price is paid in full by the Due Date, as provided in clause (a) above, and such finance charge will accrue on the unpaid principal balance of the purchase every thirty (30) calendar days following the Due Date. Dixie calculates the **INTEREST CHARGE** on Customer's account by applying the periodic rate to the unpaid principal balance of the purchase. The "periodic rate" is 2.0% per month (corresponding **ANNUAL PERCENTAGE RATE: 24.0%**). (b) *Calculation of Late Fees:* If payment in full for any purchase is not received by Dixie within thirty-seven (37) calendar days following the date of delivery, Dixie will additionally assess a late fee in the amount of 5.0% of the unpaid principal balance of the purchase, not to exceed \$25.00. (c) *Returned Check Charge:* If a payment made on the account is subsequently dishonored (regardless of whether the payment was made by check or other item, or electronically) you shall pay Dixie on demand a dishonored item fee of \$35.00 and said payment shall not be considered to have been made for purposes of clause (b), above, on late charges. (d) *Collection Costs:* If Dixie refers the account for collection or otherwise undertakes efforts to collect the account, you will be liable for all attorneys' fees, court costs and other expenses reasonably incurred in connection with such collection efforts.
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 limits 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.
5. **Business Purpose:** Applicant covenants and agrees that all amounts charged to its account will be solely for business or commercial purposes and shall not be for personal, household, or family purposes.
6. **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 any other provision 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 exemption to the full extent permitted by law.
7. **Change of Name or Address:** Applicant agrees to notify Dixie immediately in writing of any changes in its name, address or status of its business.
8. **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 account opened by Dixie. This Agreement and all other Agreements made or entered into with respect to any account(s) opened for Applicant by Dixie shall be deemed made and entered into at Dixie's corporate offices in Verona, Virginia.
9. **Additional Rules and Regulations:** Dixie may from time to time issue additional rules or 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 the purposes of such credit accounts.
10. **Electronic Notifications:** By supplying your email address on page 1 of this application, you agree to receive occasional updates from Dixie Gas And Oil Corporation.

The undersigned Applicant has read, and warrants to be true, all of the information contained on page 1 of this Application. Applicant represents and warrants that all information set forth herein and all other information provided by Applicant in connection with this Commercial Application is true and correct. Applicant understands that Dixie will rely upon such information in making its determination of whether or not to approve the 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 account experience with Dixie. Each person signing this application on behalf of Applicant, personally represents and warrants that he/she has full authority to do so.

Location of Service: _____

Dated this _____ day of _____, 20 _____

Signed: _____

Signed: _____

Print Name and Title (if applicable)

Print Name and Title (if applicable)

GUARANTY

In order to induce Dixie to approve the Applicant, the undersigned (jointly and severally if more than one) hereby irrevocably and unconditionally guarantees payment to Dixie any and all sums now or hereafter owed by Applicant. The undersigned waives presentment, demand and all notices otherwise required with respect to any sums owed to Dixie by Applicant and waives the Homestead and other exemptions available to it under applicable law. The undersigned agrees to pay any costs and expenses, including reasonable attorneys' 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.

Dated this _____ day of _____, 20 _____

Signed: _____

Signed: _____

Print: _____

Print: _____