

Name (in full):		Driver's License: (Required)
Number/Street:		Telephone:
City/Town:		Email:
Province:	Postal Code:	Payment Type: ☐ Only Online Banking ☐ Credit Card ☐ Auto Withdrawal (1st of the month)
Date of Birth: YY/MM/DD (Required)		Home Address: (If different from above)
Spouse's Name:		Does Applicant own premises? ☐ Yes ☐ No

Would you like your statements emailed:

Tank Information (Home Heating Oil/Propane)

Former Supplier: (Required)	
Installation Type:	☐ Furnace Oil ☐ Propane ☐ New Installation ☐ RE & RE ☐ Inside Tank ☐ Outside Tank
Tank Size: (Litres)	Oil Fill Pipe Location:
Fuel Oil TSSA Inspection: ☐ Yes ☐ No	Hot Water System: ☐ Yes ☐ No

Delivery Instructions:

Complete this section for Tenant/Renter/Landlord

Landlords Name:	Telephone:
Landlords Email:	

TENANT/LANLORD CLAUSE FOR HOME HEATING SERVICES PROVIDED BY BROWNS FUELS

In the event the tenant fails to pay their invoice(s) for Home Heating Oil/Propane delivered within 30 days of due date, the landlord shall assume responsibility for all outstanding invoices and finance charges after all resonable collection efforts have been exhausted with the tenant.

The LANDLORD (name) _____ agrees to cover the unpaid outstanding balance to ensure continuity of home heating services provided by Browns Fuels.

The TENANT (name) _____ acknowledges that this responsibility may be reflected in future rent payments or through agreed upon arrangements to reimburse the lanlord for any payments made on their behalf.

Landlord INTIAL: _____ Tenant INTIAL: _____

Home Heating Agreement Delivery Service Options

☐ **AUTOMATIC DELIVERY** – Brown's Fuels shall fill customer's propane/heating oil tank on a regular schedule basis, without prior request by customer. In order for Browns Fuels to plan deliveries accordingly for Automatic Delivery and ensure accurate forecasting, customer shall notify Brown's Fuels immediately of any changes in your heating usage, including but not limited to the number and type of appliances you use, the heating equipment, storage tank capacity, anticipated propane/heating oil requirements, or of an abnormally low propane/heating oil reserve in customer's tank; or if you have a residence that is not occupied year-round.

☐ **WILL-CALL DELIVERY** – Brown's Fuels shall fill Customer's propane/heating oil tank upon Customer's request, provided that such request is made two (2) working days in advance of the desired delivery date. Most deliveries are made within 1-2 working business days after you place an order. Weather and other factors may affect delivery times. In the event that, Customer requires delivery in less than two (2) working days, or outside of regular working hours, including weekends and statutory holidays or requires less than the specified minimum volume, a delivery charge will be paid by customer. Such delivery charge and minimum volume will be subject to change from time to time without notice. The delivery charge and minimum volume as of the date of this contract are \$150.00 and 200/450 liters for propane and heating oil, respectively. In the event you run out of oil all emergency service calls, bleed & start and after-hour service-related fees are the responsibility of the customer (account holder) referenced in this agreement.

☐ Customer must select one of the above **PRIOR** to signing this agreement. A mark must be placed in the appropriate box. **INITIAL:** _____

HOME HEATING AGREEMENT TERMS & CONDITIONS

TERMS OF PAYMENT:

- A. All new accounts are subject to a credit check unless approved by credit department.
- B. Terms of payment in respect of each delivery of Brown's Fuels products made direct or by agent hereunder shall be as per credit terms as are agreed between Browns Fuels and the purchaser. If payment is in default for any reason to Brown's Fuels, the purchaser irrevocably gives Brown's Fuels, its agents and servants leave and license without the necessity of giving any notice to enter on and into any premises occupied by the purchaser to search for and remove any of the goods supplied or in which Brown's Fuels has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser.
- C. Should the purchaser fail to make payment as specified above, interest shall accrue on such overdue amounts at the rate (for the purpose of the Canadian Interest Act) of 26.8% per annum calculated and payable monthly. An administrative fee of \$25.00 will apply to each returned item.

COPIES

All facsimile or email copies of credit applications shall be considered in all respects as an original document.

RISK & TITLE

- A. The risk in the goods supplied by Brown's Fuels made direct or by its agent shall pass to the purchaser upon delivery but the ownership in them shall not pass to the purchaser until the purchaser has paid the same. Receipt by Brown's Fuels or any cheque or other bill of exchange or any promissory note shall not be deemed to be payment until the same has been honored by or cleared by the credit of Brown's Fuels Bank Account and until such time shall not prejudice or affect Brown's Fuels rights, power or remedies against the purchaser and/or goods.
- B. Brown's Fuels may alter or revoke such credit terms at any time without prior notice to the purchaser.
- C. If the purchaser is at any time buying on credit terms extended to him by Brown's Fuels and if payment of the whole or any part of any account rendered by Brown's Fuels to the purchaser is not made within the time allowed by Brown's Fuels for payment, every amount then owing by the purchaser to Brown's Fuels whether due for payment or not, shall become immediately payable by the purchaser for Brown's Fuels products.

SAFETY AND LAWFULNESS

Brown's Fuels is a professional refueling service sensitive to the health and safety of our customers, their equipment and the environment. We agree to service our customers provided the conditions are deemed by Brown's Fuels and our agent to be safe and lawful, and we hold the right to refuse service if doing so is considered unsafe or unlawful.

FUEL DELIVERY ACCEPTANCE CLAUSE

When a Brown's Fuels account holder makes a request for a delivery of a specific amount of fuel from Brown's Fuels, the customer acknowledges that any fuel delivered beyond the requested amount due to overfill by the delivery driver is still subject to payment. The customer agrees to pay Brown's Fuels for all fuel delivered, including any excess amount resulting from an overfill, as long as the fuel has been accepted and utilized. The customer understands that acceptance of the fuel constitutes agreement to pay for the total volume delivered, regardless of the requested amount.

OVERFILL CLAUSE

In the event that the delivery driver inadvertently overfills the Brown's Fuels customers' tank beyond the requested amount of fuel, the customer shall remain responsible for the payment of the total volume of fuel delivered, including excess amount. The customer has **1-2 business** days from date of delivery to dispute the overfill and request removal of the excess of fuel delivered. Requests must be made in writing, any request made to have excess fuel pumped out after this time frame specified will become void. Acceptance of the delivery constitutes agreement to pay for fuel provided, irrespective of the initially requested quantity. The customer acknowledges that any fuel delivered and utilized will be charged accordingly.

PRICE

The price of Brown's Fuels products may vary from time to time without notification, subject to industry and market fluctuations, supply and demand.

DEFAULT

If customer fails to make any payment for products when such payment is due (time being of the essence), Brown's Fuels may at its option defer deliveries until such breach is remedied by customer or treat such breach as a repudiation of any Supply Agreement or Arrangement.

SAFETY & POLLUTION

Each party shall comply with all laws, regulations and orders applicable to the handling, transportation, delivery and acceptance of delivery of fuel/propane products.

TITLE & USE

Title to the products shall pass to customer at the place of delivery.

NON-PERFORMANCE

Neither party shall be deemed to be in default of nor shall be liable for the non-performance of any covenant, agreement or obligation in this Agreement, except customer's obligation to pay for products delivered, if such default or non-performance arises from any cause beyond the reasonable control of such party including, but not limited to, fire, storm, flood, war, hostilities, sabotage, blockade, explosion, accident, strike, lockout, labour disturbance, riot, act of any government authority, expropriation of a breakdown of or injury to any facilities used in or for the production, transportation, manufacture, storage, handling or delivery of products or the crude oil or other materials from which the products are manufactured or derived provided, however, that lack of funds is not a cause beyond the control of a party. Brown's Fuels is under no obligation to make deliveries when in Brown's Fuels sole judgment, the making of a delivery might cause a strike to be called against it or cause its properties to be picketed.

CONSEQUEENTIAL DAMAGES

Brown's Fuels shall not be liable for any special consequential damages arising from any breach of its obligations under this Agreement.

ENTIRE AGREEMENT

The parties agree that the sale of products hereunder shall be governed solely by the provisions of this agreement and not by the provisions of any purchase order customer may give to Brown's Fuels whether or not such purchase order is or purports to be accepted by Brown's Fuels.

NOTICE

Any notice given under this Agreement shall be given in writing and delivered, mailed or faxed to the respective parties at their addresses first set forth above or at such other address as either party may designate to the other by notice in writing.

AUTHORIZATION

By completing the application form, you hereby provide consent to receive electronic communication from Brown's Fuels.

I/We authorize any person, financial institution, or company to provide you with such information as you may require in response to your credit inquiries. I/We authorize you to furnish any third-party details of the application and authorize you to use the information for the purpose of the application.

I/We for and on behalf of the above-mentioned firm to authorize Brown's Fuels to service my/our vehicles and/or machinery at all times as may be necessary notwithstanding the non-attendance of a company representative at the time of such service. Reading from the Brown's Fuels metering system shall be irrefutable evidence of liters delivered.

I/We hereby acknowledge that I have read and understand the Brown's Fuels Heating agreement and by signing below I/We agree to the terms and conditions of this home heating agreement terms and conditions.

APPLICANT SIGNATURE:**DATE:**

BROWN'S FUELS | 131 Saramia Crescent Vaughan, Ontario L4K 4P7 | **TEL:** 905-875-4800 | **FAX:** 416-665-3669
www.brownsfuels.ca