

DISCOUNT OIL

P.O. BOX 9100
NEWARK, DE 19714

PH: 302-737-6560
EMAIL: discountoil@comcast.net

FAX 302-737-6521
WEB: www.discount-oil.net

APPLICATION AND PAYMENT AGREEMENT TO PURCHASE FUEL OIL THROUGH TEMPERATURE CONTROL DELIVERIES

Name: _____ Spouse _____

Address: _____ City, _____ State, _____ Zip: _____

Phone: _____ Mobile or Alternate phone: _____

E-mail Address: _____ E-mail Invoices & Statements? () Yes () No

Social Security #: _____ Drivers License #: _____

How long at present address? _____ Yrs. () Own () Rent

Previous fuel supplier: _____

Heat hot water with oil? () Yes () No Oil Tank Size: _____ Currant gal. in tank _____

Mortgage Holder or Landlord: _____

Previous Address if less than 1 year: _____

Employer & Occupation: _____ Phone#: _____

Address: _____

Spouse Employer & Occupation: _____ Phone#: _____

Address: _____

Nearest relative & relationship (other than spouse): _____

Address: _____ Phone#: _____

Select payment method: () credit card after delivery () mail in check (within 10 days of delivery)

If paying by card please contact office to make sure we have the correct card on file.

DATE: _____ Signature _____

**** PAYMENT FOR PREVIOUS DELIVERY IS REQUIRED BEFORE ANOTHER
DELIVERY CAN OCCUR**

*This application must be returned to our office with an original signature before approval, no faxed copies
Customer will be responsible for any legal or collection fees incurred due to settling delinquent accounts

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you wish to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill.

a. do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:

i. Your name and account number

ii. A description of the error and an explanation (to the extent you can explain) why you believe is an error. If you only need more information explain the item you are not sure about and if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records

iii. The dollar amount of the suspected error.

iv. Any other information (such as your address) which you think will help us to identify you or the reason for your complaint or inquiry.

b. Send your billing error notice to the address on your bill. Mail it as soon as you can, but in any case, early enough to reach us within 60 days after the bill (delivery ticket) was given to you.

2. We must acknowledge all letters pointing out possible errors within 30 days of receipt, unless we are able to correct your bill during that 30 days. Within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill was correct. Once we have explained the bill, we have no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.

3. After we have been notified, neither we nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute: but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with demand to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. However, you may remain obligated to pay the parts of your bill not in dispute.

4. If it is determined that we have made a mistake on your bill, you will not have to pay any service charge on any disputed amount. If it turns out that we have not made an error, you may have to pay a service charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe; and if it is determined that we did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are give to pay undisputed amounts before any more service charges or late payment charges on the disputed amount can be charged to you.

5. If our explanation does not satisfy you and you notify us in writing within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may be pursue regular collection procedures. But we must also report that you think you do not owe the money, and we must let you know to whom such reports were made. Once the matter has been settled between you and us, we must notify those whom we reported you as delinquent of the subsequent resolution.

6. If we do not follow these rules, we are not allowed to collect the first \$50.00 of the disputed amount and service charges, even if the bill turns out to be correct.

7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them, if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right: a. You must have bought them in your home state or if not within your home state, within 100 miles of your current mailing address; and b. The purchase price must have been more than \$50.

However, these limitations do not apply if the merchant is owned or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.

RETAIL CREDIT AGREEMENT

1. **PURCHASE:** We will deliver, subject to availability, fuel oil at our established price, which is determined at the time of delivery. Deliveries will be made to you at the address shown on this agreement, on an automatic delivery basis, unless otherwise noted on this agreement, according to a Weather Controlled Degree Day System. A meter printed delivery is made. **You agreed to accept each delivery and to pay the full amount on each delivery ticket within 10 days.**

2. **MONTHLY STATEMENT:** If you have a balance in your account we will send you a monthly statement. It will show separately your purchases, the SERVICE CHARGE, and the date the payment is due.

3. **SERVICE CHARGES:** Unless you paid the previous balance shown on your ticket or monthly statement in full by its payment due date, a SERVICE CHARGE will be added to your purchases account from the date of purchase and these SERVICE CHARGES will be computed in the following way:

(a.) We start with the previous balance of your purchases account at the beginning of the billing period.

(b.) Each day of the period we subtract payments and credits and add purchases, giving us the daily balance.

(c.) We then average the daily balance (called "balance subject to SERVICE CHARGE") and multiply this average by the following monthly periodic rates: 1 1/2% on balances over 60 days, which is an ANNUAL PERCENTAGE RATE OF 18%.

4. **DEFAULT AND COLLECTION COSTS:** You will be in default if you do not pay a balance on time, file bankruptcy, or make an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. If we refer collection of balance to a lawyer, you will pay attorney fees plus costs.

5. **IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT:**

We can accept late payments or partial payments, or checks and money orders marked "payment in full" without losing any of our rights under this agreement. We can also delay in enforcing our rights under this agreement without losing them.

6. **AMMENMENT OR CHARGES:** We can change this agreement including SERVICE CHARGES and the ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 30 days notice, before the beginning of the billing period in which the change becomes effective.

7. **CANCELLATION:** We or you can Cancel your account at any time with written notice. You agree to remain responsible for payment for all purchases made prior to the cancellation. We also have the right to cancel your account without notice if you fail to make payments on time.

8. **LIABILITY:** We are not responsible for damages or loss caused by failure to make delivery due to labor shortage, strike, or to conditions beyond our control. In the event of DEFAULT, and we do not deliver oil as a result of DEFAULT, we will not be liable for any damages in either direct or indirect manner