



1020 East St., Ludlow, MA 01056
 Phone: 413 589-0797 Fax: 413 589-0788
www.alvesfuels.com

RESIDENTIAL CREDIT APPLICATION

Credit Application and Contract to Purchase Fuel Oil through Temperature Control Deliveries and/or Service of Heating/Air Conditioning Units

Applicant's Name _____ Date of Birth _____ Soc. Sec. # _____
 Billing Address _____ How Long _____
 Delivery Address _____ (if different) Own _____ Rent _____
 City _____ State _____ Zip _____ Home # _____ Cell # _____
 Previous Home Address _____ City _____ Email _____
(if less than 2 yrs at current location)
 Co-Applicant's Name _____ Date of Birth _____ Soc. Sec. # _____

Employer _____ Address _____ Your Business Phone # _____

Co-Applicant's Employer _____ Address _____ Their Business Phone # _____

Previous Oil Supplier _____ Address _____

Landlord (if tenant) _____ Address _____ Phone # _____

Automatic Delivery _____ Will Call _____ Would you be interested in a Budget Plan? _____
Automatic Delivery entitles you to cash price for 30 days.

Checking Acct. # _____ Acct. # _____ Bank Name/Address _____

Est. Annual Usage _____ Heat & Hot water _____ Heat only _____
(your water is heated by gas or elect.)

Special Instructions for delivery _____

FILL LOCATION
 Please Circle Location

LR	RR
LSR	RSR
LSF	RSF
LF	RF

Basement _____

Underground _____

Outside _____

Tank Size _____

We may order a consumer report in connection with this application and subsequent consumer reports in connection with updating, renewing and reviewing the existing or future extensions of credit. Upon your request, we will provide the name and address of the consumer credit reporting agency furnishing such report to us. The Federal Equal Opportunity Act prohibits us from discriminating against you in any way in the granting of credit. The Federal agency which administers compliance with this law is the Federal Trade Commission, Washington, DC 20580. We have given to you and you acknowledge receipt of a complete description of the terms of our Retail Credit Agreement and your Billing Error Rights, which appear on the back of this form.

Notice to Buyer: Do Not Sign before you have read agreement printed on reverse side. You are entitled to a copy of this agreement and the information regarding your rights to dispute billing errors.

Buyer(s) hereby acknowledge receipt of a true copy of this agreement and billing errors information.

I personally guarantee any debt incurred.

Applicant's Signature _____ Date _____

Co-Applicant's Signature _____ Date: _____

Office Approval _____ Date: _____

PROPERTY AND SERVICES RETAIL CREDIT AGREEMENT

In this agreement, the words I, me, mine and my mean the SELLER, the words you, your and yours mean each and every and all BUYERS.

1. **PURCHASES:** I will deliver, subject to the conditions in paragraph #3 below, fuel at our established price. Deliveries will be made to you on an automatic degree day basis unless otherwise noted on this Agreement. You will receive a meter-printed delivery ticket after each delivery is made. You agree to accept each delivery and pay the full amount shown on each delivery invoice within 30 days from the billing date.

2. **NON-DELIVERY CONDITIONS:** I will not be responsible for any failure to deliver fuel which is scheduled for delivery for any of the following reasons: Fuel shortages, scarcity of labor, delay in deliveries by our suppliers, embargoes, strikes, riots, accidents, disorders, Acts of God, acts of any type by any governmental authority, or for any reason beyond our reasonable control. I will not be responsible for damages for failure to deliver fuel to vacant or unattended premises (in this agreement, the term "vacant or unattended premises" shall mean premises at which no adult occupant is present for at least twenty-four (24) consecutive hours). In each and every case, I have the right to either cancel or postpone any delivery without any liability whatsoever.

3A. If I deem the customer's credit unsatisfactory, or in the event of non-payment of any bill due, I may automatically suspend deliveries and service under this order to terminate the order with or without notice and further responsibility.

3. **SERVICE AGREEMENT:** If you have a service agreement with me, you may also charge the price of the service agreement to your account with me. If you do so, you agree to pay the full amount of the contract within 30 days from the invoice billing date.

5. **SERVICE CHARGES:** If you require service work, including parts and labor, which is not covered by any type of service agreement, warranty or guarantee, you agree to pay for this billable service by paying the amount invoiced mailed to you directly after the service is performed or charge this amount to your account with me. If you do not add this to your account, you agree to pay the full amount shown on each billable invoice within 30 days from the billing date.

6. **HOW TO AVOID FINANCE CHARGES:** If payment in full of the NEW BALANCE on your Monthly Statement is received by us on or before the PAYMENT DUE DATE, no FINANCE CHARGE will be added to your next Monthly Statement.

7. **WHEN A FINANCE CHARGE WILL BE ADDED:** If we do not receive payment in full of the NEW BALANCE on your Monthly Statement on or before the PAYMENT DUE DATE, a FINANCE CHARGE will be added to your NEW BALANCE on that Monthly Statement.

8. The FINANCE CHARGE is computed by a "Period Rate" of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18% or as permitted by MA law.

9. **DEFAULT:** You will be in default if you do not pay your new balance on or before the payment due date, file for bankruptcy, or make an assignment for the benefit of creditors.

10. **COLLECTION COSTS:** If you are in default we can demand immediate payment on your outstanding balance. If we hire an attorney to collect your outstanding balance, you will have to pay, in addition to your past due balance, all costs of collection. These costs will include Court fees, Sheriff's fees or other serving fees, and all reasonable attorneys' fees.

11. **IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT:** We can accept late payments 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 any of our rights under this Agreement.

12. **AMENDMENTS OR CHANGES:** We can change this Agreement including FINANCE CHARGE and ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 15 days' written notice, before the beginning of the billing period in which the charge becomes effective.

13. **CANCELLATION:** you or we can cancel your account at any time on 30 days' written notice. You agree to remain responsible for payment for all purchases made before the 30-day period expires. We also have the right to cancel your account without notice if you fail to make payments on time.

BILLING ERROR RIGHTS STATEMENTS

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at:

Alves Fuels

1068 East St.

Ludlow, MA 01056 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your Name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill is correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit; you do not have to pay any questioned amount while we are investigating but you are still obligated to pay parts of your bill not in question.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of the person we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.