



**NEW ACCOUNT APPLICATION**

(Please type or print)

FAILURE TO COMPLETE THIS APPLICATION IN FULL MAY RESULT IN DENIAL OF CREDIT REQUEST										
<b>YOUR NAME</b>	FIRST	MIDDLE	LAST	SR. JR.	YOUR DATE OF BIRTH	MO	DAY	YR		
<b>MAILING ADDRESS</b>	STREET NO.	APT. NO. CITY, TOWN	STATE	ZIP	OWN RENT					
<b>DELIVERY ADDRESS</b>	STREET NO.	APT. NO. CITY, TOWN	STATE	ZIP	YEARS THERE					
<b>YOUR HOME PHONE</b>	(AREA CODE)	EMAIL ADDRESS		YOUR SOCIAL SECURITY NO.						
<b>YOUR EMPLOYER</b>	NAME OF COMPANY			ADDRESS			YOUR POSITION			
<b>YOUR BUSINESS PHONE</b>	(AREA CODE)	YEARS THERE	YOUR ANNUAL SALARY	FULL TIME PART TIME	OTHER INCOME SOURCE OF INCOME					
<b>IF YOU RENT</b>	LANDLORD'S NAME		ADDRESS			PHONE				
<b>PREVIOUS FUEL SUPPLIER</b>	NAME		ADDRESS			CITY		STATE		
<b>*SPOUSE'S NAME</b>	FIRST		LAST		SPOUSE'S SOCIAL SECURITY NO.					
<b>*SPOUSE'S EMPLOYER</b>	NAME		SPOUSE'S ANNUAL SALARY			FULL TIME PART TIME				
<b>*SPOUSE'S POSITION</b>	ADDRESS		CITY		STATE		ZIP			
				YEARS THERE	SPOUSE'S BUSINESS PHONE	(AREA CODE)				

\*COMPLETE ONLY IF YOUR SPOUSE WILL USE THIS ACCOUNT, OR SIGN THE AGREEMENT,  
OR IF YOU WISH THE INCOME AND/OR CREDIT-WORTHINESS OF YOUR SPOUSE CONSIDERED.

**HEATING OIL CUSTOMERS - PLEASE COMPLETE THE FOLLOWING**

- WHAT TYPE OF HEATING FUEL WILL YOU USE? [ ] #2 FUEL OIL [ ] KEROSENE [ ] OTHER? (Please explain) \_\_\_\_\_
- WHAT SIZE IS YOUR FUEL TANK? \_\_\_\_\_
- IS YOUR HOT WATER HEATED WITH FUEL OIL? \_\_\_\_\_
- WHERE IS YOUR FILL-PIPE LOCATED? \_\_\_\_\_
- IF APPROVED, DO YOU PREFER AUTOMATIC DELIVERY? \_\_\_\_\_ OR WILL YOU CALL FOR EACH DELIVERY? \_\_\_\_\_
- IF APPROVED, WHEN WOULD YOU LIKE YOUR FIRST DELIVERY? \_\_\_\_\_
- APPROX. ANNUAL FUEL USAGE? \_\_\_\_\_
- ADDITIONAL SOURCE OF HEAT? \_\_\_\_\_
- SEPARATE HOT WATER HEATER? \_\_\_\_\_ IF YES, OIL FIRED OR ELECTRIC? \_\_\_\_\_

**DO YOU ALSO WISH TO HAVE A DOC CARD?**

[ ] PLEASE CHECK HERE IF REQUESTING CREDIT FOR PURCHASES AT DOC SERVICE STATIONS

HOW MANY DOC CARDS DO YOU NEED? \_\_\_\_\_

I HEREBY AUTHORIZE YOU OR ANY CREDIT REPORTING AGENCY EMPLOYED BY YOU TO INVESTIGATE THE REFERENCES HEREIN LISTED OR ANY OTHER TYPE OF INFORMATION STATED ABOVE TO DETERMINE MY QUALIFICATIONS FOR A CREDIT ACCOUNT.  
EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. YOU ARE AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCES WITH ME. I HAVE READ AND AGREE TO THE CREDIT TERMS SHOWN ON THE BACK OF THIS DOCUMENT AND HAVE RETAINED A COPY OF SUCH CREDIT TERMS.

**NOTICE TO BUYER(S):**  
 A. DO NOT SIGN BEFORE YOU READ AGREEMENT PRINTED ON REVERSE SIDE.  
 B. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND THE INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Authorized Daigle Oil Representative Date \_\_\_\_\_

Is this customer participating in a price protection plan? \_\_\_ yes or \_\_\_ no

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

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

1. If you want 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 (if any).

ii. A description of the error and an explanation, (to the extent that you can explain it) telling why you believe it 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 the seller to identify you or the reason for your complaint or inquiry.

b. Send your billing error notice to the address on your bill listed after the words: "Send inquiries to". Mail it as soon as you can, but in any case, early enough to reach the seller within 60 days after the bill was mailed to you.

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

3. After seller has been notified, neither seller, 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 can be sent to you and the disputed amount can be applied against your credit limit. You cannot be threatened with damage 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 seller has answered your inquiry. However, you remain obligated to pay the parts of your bill not in dispute.

4. If it is determined that seller has made a mistake on your bill, you will not have to pay any finance charges on the disputed amount. If it turns out that seller has not made an error, you may have to pay finance 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, seller must send you a written notification of what you owe, and if it is determined that seller did make a mistake in billing the disputed amount, you must be given the same time to pay, which you normally are given to pay undisputed amounts, before any more finance charges or late payment charges on the disputed amount can be charged to you.

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

6. If seller does not follow these rules, seller is not allowed to collect the first \$50 of the disputed amount and finance 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.

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.

**NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT prohibits creditors from discriminating against applicants on the basis of sex or marital status. The federal agency which administers compliance with this law concerning this creditor is the FEDERAL TRADE COMMISSION, Washington, D.C. 20580.**

DENIED  
 APPROVED  
APPROVED BY:

**TERMS:**

- All bills due within 30 days of delivery or service work.
- All DOC card charges are due in full by the 10th of the month following the statement date.
- 100 gallon credit limit. Bills due 30 days or before the next delivery, which-ever comes first.
- One fill-up. Bills due within 30 days or before the next delivery, (which-ever comes first).

## DAIGLE OIL COMPANY PURCHASE AGREEMENT AND SELLING TERMS

Buyer agrees with Daigle Oil Company that all purchases under Daigle Oil Company terms or budget accounts is indebtedness of buyer, and said buyer also agrees to the following:

1. Daigle Oil Company may make changes in rates, charges and other terms of this agreement from time to time hereafter, provided that buyer is given notice of such changes and they do not exceed the limits established by the law.

2. If buyer fails to make any payment when due (see terms), Daigle Oil Company may declare the full remaining balance due and payable.

3. Buyer is subject to payment of court cost after default.

4. Buyer agrees to the following terms:

The following TERMS will apply to all Daigle Oil credit sales accounts, with the exception of the Daigle Oil budget accounts:

Statement balance is due in full by the 10th of the month following the statement date. Amounts not paid within those terms will be subject to a LATE FEE OF 1.5% PER MONTH. This is an annual fee of 18%, with a minimum charge of .50 for balances under \$35.00. If payment continues to be late, the account may be considered in default.

### BUDGET PLAN:

The precomputed budget payment is due on the 10th day of each month for the duration of the plan. If payment is not made on time, the plan may be terminated and the account placed in default. At this time, the account will be subject to LATE FEES as described above.

### OTHER TERMS:

1. A \$30 service fee will be imposed for returned checks.
2. A \$5 penalty will be imposed for all orders for less than 100 gallons, or 50% of the tank's storage capacity, whichever is less.
3. There will be an extra charge (up to \$80.00) for unscheduled deliveries. If you have questions about Daigle Oil Company's delivery schedule, call one week in advance so you may avoid these additional charges.

### CREDIT AGREEMENT:

Daigle Oil Company will deliver and provide service, subject to availability of product and personnel, at the established Daigle Oil Company price, which is determined at the time of delivery.

### CANCELLATION:

Daigle Oil Company or you may cancel your account at any time on 30 days' written notice. You agree to remain responsible for payment of all purchases made before the 30 day period expires. Daigle Oil Company also has the right to cancel your account without notice if it is determined to be in default.

### DEFAULT AND COLLECTION COST:

You will be in default if you do not pay a balance on time. Default means Daigle Oil Company can demand immediate payment of the full balance. If Daigle Oil Company refers collection of the balance to a lawyer, you will pay the court cost.

### LIABILITY:

Daigle Oil Company is not responsible for damage or loss caused by failure to make deliveries due to conditions beyond our control. In the event of default, and if a delivery is not made as a result of default, Daigle Oil Company will not be liable for any damages, either directly or indirectly.