1840 Route 9H
Hudson, NY 12534
Phone: (518) 828-8700
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RESIDENTIAL CREDIT APPLICATION
FUEL SUPPLY AGREEMENT

NAME:	FIRST	MIDDLE		LAST	DATE OF BIRTH
HOME ADDRESS:	STREET	CITY	STATE	ZIP	SOCIAL SECURITY #
DRIVERS LICENSE #:					
PHONE NUMBERS:	HOME	WORK		CELL	
SPOUSE:	FIRST	MIDDLE		LAST	DATE OF BIRTH
DRIVERS LICENSE #:					SOCIAL SECURITY #

YES I WOULD LIKE AUTOMATIC DELIVERY	I WOULD PREFER A WILL CALL ACCOUNT
SIGNATURE	SIGNATURE
SPOUSE	SPOUSE

The FEDERAL EQUAL CREDIT OPPORTUNITY ACT prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. Te federal agency which administers compliance with this creditor is the FEDERAL TRADE COMMISSION, Washington, DC 20580.

FRONT & BACK OF THIS FORM MUST BE SIGNED

Terms & Conditions of Residential Credit Application and Automatic Delivery Agreement

PURCHASES: We will deliver subject to availability fuel oil/propane/service at our established price, which is determined at the time of delivery or by agreement. Deliveries will be made to you at the address shown on this agreement, according to a Weather Controlled Degree Day System. A meter printed delivery ticket will be left or mailed at the address provided each time a delivery is made. **You agree to accept each delivery and to pay the full amount on each delivery ticket within 30 days**. A $5.95 Regulatory Environmental Fee will be applied to each sale at the time of delivery.

AUTOMATIC DELIVERY AGREEMENT: This agreement will begin upon credit approval.

CANCELLATIONS: We can cancel your account at any time on **30 day written notice by certified letter**. You can cancel your account any time on **30 day written notice by submitting your cancellation to us by certified letter.** 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. Any of the special pricing accounts will be charged to reflect the credit price of the time frame in which the delivery is made. **Any other signed agreement involving propane will supersede this contract**. For example: a signed Propane Equipment Lease & Gas Supply Agreement (5-year agreement).

MONTHLY STATEMENTS: Month end statements are mailed to customers that have current activity on their account, balance due, along with a return envelope for mailing payments. The statement will itemize deliveries, service activities and recent payments. All deliveries and charges are net payment in 30 days any past due balances will have FINANCE CHARGES, and LATE FEES added to the balance due.

LATE FEE: Each statement sent on a past due account (more than 30 days past due) will contain a $30.00 late fee in addition to any financing charges and costs.

FINANCE CHARGE: Unless you paid the previous balance shown on your monthly statement in full by its due date, a FINANCE CHARGE will be added to your purchase account from the date of purchase and these late charges will be computed in the following way:

- We start the previous balance of your purchases account at the beginning of the billing period.
- Each day of the period we subtract payments and credits and add purchases, giving us the daily balance.
- We then average the daily balance (called “balance subject to FINANCE CHARGES”) and multiply this average by the following monthly periodic rates: 2% on balance of over 30 days, which is an Annual Percentage Rate of 24%.

DEFAULT & COLLECTION COSTS: You will be in default if you do not pay your balance on time, file for bankruptcy, or make an assignment of the benefit of creditors. Default means we can demand immediate payment of the full balance. All or some of the following steps will be taken for collections:

- After 30 days the account may be turned over to our collection department. If after an additional 60 days the account has not been satisfied, you will receive a demand letter from us stating the intent to take you to commercial small claims court.
- If we refer you to our collection department, you will pay all fees involved in the collection, attorney and court costs.
- In the event of any dispute over the amount owed you agree to settle the matter by submitting to the jurisdiction of the Columbia, Rensselaer, Saratoga, Albany, Schenectady, Greene County Supreme Court, County Court or Commercial Claims Court.

IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT: We can accept later payments or partial payments, or checks and money orders or credit cards 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.

AMENDMENT OR CHANGES: We can change this agreement including FINANCE CHARGES, REGULATORY ENVIRONMENT FEE, ANNUAL PERCENTAGE RATE and LATE FEE; at any time provided we give you at least 30 days written notice before the beginning of the billing period in which the change becomes effective.

LIABILITY: We are not responsible for damage or loss caused by failure to make delivery due to labor shortage, strikes, or to conditions beyond our control. We are not responsible for run outs when customer usage deviates more than 10% based on historic usage. Any damages resulting from a run out should be filed with your Insurance Co. 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.

BY SIGNING THIS FORM, I Acknowledge that I have read and agree to the ***Terms and Conditions*** of my Residential Credit Application and Automatic Delivery Agreement with First Fuel & Heating, Inc.

Signature: _____ **Date:** _____