

# SOUTHBRIDGE TIRE

COMPANY, INC.

*Southbridge - Mass.*

(508) 764-6164 • (508) 765-0978

*Family Owned and Operated Since 1959*

## NEW CUSTOMER INFORMATION

NAME: \_\_\_\_\_ ACCT.#: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY, STATE & ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

DO YOU: RENT? \_\_\_\_\_ OWN? \_\_\_\_\_ HOW LONG AT THIS ADDRESS? \_\_\_\_\_

LANDLORD'S NAME: \_\_\_\_\_ LANDLORD'S TELEPHONE # : \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ TELEPHONE # : \_\_\_\_\_

ADDRESS: \_\_\_\_\_ STATE & ZIP: \_\_\_\_\_

EMPLOYED HOW LONG HERE?: \_\_\_\_\_ SUPERVISOR?: \_\_\_\_\_

PREVIOUS FUEL OIL SUPPLIER: \_\_\_\_\_

ACCT. TYPE: FUEL OIL ACCT. \_\_\_\_\_ SERVICE ACCT. \_\_\_\_\_

TANK SIZE (CHECK ONE): 275 \_\_\_ 330 \_\_\_ 500 \_\_\_ 550 \_\_\_ 660 \_\_\_ 1000 \_\_\_ 2000 \_\_\_ OTHER \_\_\_\_\_

TANK LOCATION: \_\_\_\_\_ IS THE TANK BURIED UNDERGROUND?: \_\_\_\_\_

FILL PIPE LOCATION: \_\_\_\_\_

IS FILL PIPE MARKED (MULTI-FAMILY ONLY)? \_\_\_\_\_

SYSTEM TYPE (CHECK ONE) BASEBOARD HOT WATER \_\_\_ STEAM \_\_\_ FORCED HOT AIR \_\_\_\_\_

DO YOU HEAT YOUR HOT WATER WITH OIL?: \_\_\_\_\_ IF SO, HOW MANY IN FAMILY?: \_\_\_\_\_

STYLE OF HOUSE?: \_\_\_\_\_ COLOR: \_\_\_\_\_

NAME OR HOUSE # ON HOUSE OR MAILBOX (SPECIFY WHERE)?: \_\_\_\_\_

HOME-OWNERS ONLY: AUTOMATIC DELIVERY (additional 2 cent per gallon discount)? \_\_\_\_\_

NOTE: Automatic delivery calculations assume consistent heat and hot water usage. Use of a second heat source (active solar, wood-burning, gas & gas stove, etc.) or inconsistent hot water use will render these calculations inaccurate and *MAY RESULT IN RUN-OUTS!*

***Minimum delivery amounts: In Southbridge- 100 gallons. Beyond Southbridge- 150 gallons.***

BUYER(S) HEREBY ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THE AGREEMENT AND BILLING ERRORS INFORMATION PRINTED ON THE REVERSE SIDE-

BUYER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# RETAIL CREDIT AGREEMENT

# FEDERAL TRUTH IN LENDING ACT REQUIRES PROMPT CORRECTION OF BILLING

- 1.DELIVERY- We will deliver, subject to availability, fuel-oil at our established price which is determined at the time of delivery, except for deliveries made under a negotiated-price contract. Deliveries will be made to you at the address shown on this agreement. If your account is established as a will-call delivery type, then we require at least 48 hours notice to arrange said delivery.
- 2.PAYMENT- A metered ticket will be left with you after each delivery, except for sites having a P.O. box for a mailing address, in which case a copy of the ticket will be mailed to you. The ticket will show the number of gallons delivered and the price per gallon. If other payment terms are required by our credit dept, you will be notified through written notification or by telephone. If you require chargeable service calls for repairs or maintenance these will be billed to your oil account and require the same method of payment as your deliveries, which are established by our credit dept. Payment with cash, Visa and MasterCard credit cards or with checks (approved by our credit dept.) is acceptable.
- 3.STATEMENT- If you have a past-due balance on your account we will mail you a statement which will show:
  - the past-due amount,
  - your current months purchases,
  - the finance charge and
  - the time in which payment should be made.
- 4.FINANCE CHARGES- On balances extending 30 days or more we will compute a finance charge at a rate of 1.5% per month (an annual rate of 18%).
- 5.DEFAULT AND COLLECTION COSTS- You will be in default if you do not pay a balance on time, file for bankruptcy, or make an assignment for the benefit of the creditors. Default means we can demand immediate payment of the full balance. If we refer collection of the balance to an attorney or collection agency, you will be liable for all reasonable fees incurred plus all court costs and expenses.
- 6.IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT- We can accept later 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 said rights.
- 7.AMENDMENT OR CHANGES- We can change this agreement, including "Finance Charges" and the "Annual Percentage Rate", at any time, provided that we give at least 30 days written notice. You agree to remain responsible for payment for all deliveries or service made before the 30 days period expires. We also have the right to cancel your account, without notice, if you fail to make payments on time.
- 8.CANCELLATION- Southbridge Tire Co., Inc., or the undersigned, can cancel your account, at any time, on 30 days written notice. You agree to remain responsible for payment for all deliveries or services made before the 30 days period expires. We also have the right to cancel your account, without notice, if you fail to make payments on time.
- 9.LIABILITY- We are not responsible for damages or loss caused by failure to make delivery due to a 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 a direct or an indirect manner.
- 10.TENANT POLICY- It is our policy to require building tenants to pre-pay, in our office, for fuel-oil deliveries requested. In lieu of pre-payment, Visa or Mastercard credit card numbers may be retained on-file by us and used as automatic payment when deliveries are requested via telephone. TENANTS MUST USE THIS CREDIT CARD ARRANGEMENT IF WISHING TO HAVE FUEL-OIL DELIVERED ON AN "AUTOMATIC DELIVERY" BASIS.

- 1.If you want to preserve your rights under the Act, here is what to do 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:
    - Your name and account number (if any),
    - A description of the error and an explanation (to the extent you can explain) why you believe it is in error,
    - If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the change, 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.
    - The dollar amount of the suspected error,
    - Any other information (such as your address) which you think will help us you or the reason for your complaint or inquiry.
  - B. Send your "billing error notice" to the address on your bill which is listed after the words "SEND INQUIRIES TO" or similar wording. Mail it as soon as possible, but any case early enough to reach us within sixty days after the bill was mailed to you.
- 2.We must acknowledge all letters pointing out possible errors within thirty days of receipt unless we are able to correct your bill during that thirty days. Within ninety 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 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 WE HAVE ANSWERED YOUR INQUIRY. However, you 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 finance charges on any disputed amount. If it turns out that we have 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, 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 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 our explanation does not satisfy you and you notify us IN WRITING WITHIN TEN 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 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 to 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 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.

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 IS APPROVED. YOU ARE AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND ANSWER QUESTIONS ABOUT YOUR CREDIT HISTORY WITH ME. I HAVE READ AND AGREE TO THE CREDIT TERMS SHOWN ABOVE AND HAVE RETAINED A COPY OF SAID CREDIT TERMS.

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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