



CREDIT APPLICATION
Please complete entire application

Heating and Air Conditioning

212 Barrett Avenue. Magnolia. NJ 08049 P 856.627.0303 | 888.670.6338 F 856.627.1973

Name: _____ DOB: ____/____/____ SSN#: ____/____/____

Address: _____ City: _____

State: _____ Zip: _____ How Long at Current Address: _____ Home Phone: (____) _____ - _____

Cell Phone: (____) _____ - _____ Email: _____ DL#: _____

Regarding Current Address: Own Buying Rent (if renting, please provide Landlord name and contact info below)

Landlord Name: _____ Landlord Address: _____

City: _____ State: _____ Zip: _____ Landlord Phone: (____) _____ - _____

Your Previous Address: _____ City: _____

State: _____ Zip: _____ How Long at Previous Address: _____

EMPLOYMENT

Present Employer: _____ Address: _____

City: _____ State: _____ Zip: _____ Position: _____

Business Phone: (____) _____ - _____ Years there: _____ Income (Wk. / Mo. / Yr.): _____

Source of Other Income: _____ Amount Received: (Wk. / Mo. / Yr.): _____

IF SPOUSE'S INCOME OR CREDIT WORTHINESS IS TO BE CONSIDERED OR IF SPOUSE IS TO USE THIS ACCOUNT AND SIGN'S AGREEMENT, COMPLETE THE FOLLOWING:

Spouse's Name: _____ DOB: ____/____/____ SSN#: ____/____/____

DL#: _____ Spouse's Employer: _____

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

Position: _____ Business Phone: (____) _____ - _____ Years there: _____

Income (Wk. / Mo. / Yr.): _____ Email: _____

Previous Fuel Supplier: _____ Reason for leaving: _____

I Certify that the information provided on this application is correct to the best of my knowledge, and if I do not truthfully provide all information as requested, I understand this can be sufficient reason for rejection of this application. I authorize you or any credit reporting agency employed by you to prepare a credit report on me to be used as a factor in your consideration of this application.

I HEREBY ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS CREDIT AGREEMENT AND BILLING ERRORS INFORMATION. I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE CREDIT TERMS SHOWN ON THE BACK OF THIS FORM.

Signature: _____ Date: _____

Spouse's Signature: _____ Date: _____



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CREDIT AGREEMENT

Please read the terms below

1. CONDITIONS: Delivery of fuel product, service calls, repairs, maintenance, or other services will be made to you, based upon availability, to an agreed upon address at the prices established by us at the time of delivery or other service. A meter delivery invoice will be provided at the time of fuel delivery or mailed to an agreed upon address after each fuel delivery. You agree to accept this invoice as evidence of the fuel product delivered, and further agree to make payment for all fuel deliveries or other services according to the terms of the agreement.

2. TERMS: Terms of payment are 30 days from the date of delivery, service call, repairs, maintenance, or other charges. If a budget account, the full budget payment must be received on or before the date agreed upon. A statement will be provided monthly if a balance remains on your account and, if the previous balance was not paid by the end date due, **FINANCE CHARGES** will be assessed as noted below.

3. FINANCE CHARGES: **FINANCE CHARGES** are made on any balances past due according to the following method. (a) Using the unpaid balance of your account at the end of the billing period, we multiply this amount by the following monthly periodic rates: 1-1/2% on the first \$500.00 of the balance, which is an **ANNUAL PERCENTAGE RATE** OF 18% and 1% on the balance in excess of \$500.00 which is an **ANNUAL PERCENTAGE RATE** of 18%.

4. COLLECTION COSTS: If amounts are not paid as agreed, we may demand immediate payment of the full balance. If the balance is referred to a collection agency or attorney for collection, you agree to pay a fee of 33 1/3% of the total balance due plus any court costs.

5. IRREGULAR PAYMENT OR DELAY IN ENFORCEMENT: Acceptance of late payments or partial payments, checks or money orders marked "payment in full" or other statements indicating settlement of your account will not affect any of our rights under this agreement. Further, any delay on our part in enforcing our rights under this agreement will not affect those rights.

6. CHANGES OR AMENDMENTS: Changes to this agreement, including **FINANCE CHARGES** and **ANNUAL PERCENTAGE RATE** can be made by us as well as amendments to this agreement, at any time, provided we give you at least 30 days notice before the beginning of the billing period in which the change or amendment becomes effective.

7. CANCELLATION: Either we or you can cancel your account anytime by providing a 30 day written notice. You agree to remain responsible for total payment for all purchases made prior to the expiration of the 30 days notice. We reserve the right to cancel your account without notice if you do not make payment as agreed.

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

FEDERAL LAW DISCLOSURE NOTICE CONCERNING BILLING INQUIRIES

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 this 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 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 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 filling error notice to the address on your bill which is listed after the words: "Direct written inquiries concerning this statement to". Mail it as soon as you can, but in any case early enough to reach us within 60 days after the bill was mailed 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 the 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 damage to your credit rating and sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to the 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 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 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. There are two limitations on the right: (a) You must have bought them in your home state or if not 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 us, or if we mailed you the advertisement for the property or services.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is FEDERAL TRADE COMMISSION. Equal Credit Opportunity, Washington DC 20580.