



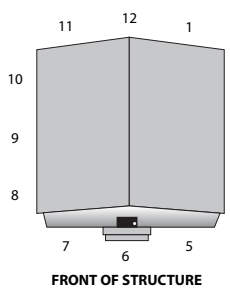
RESIDENTIAL CREDIT AGREEMENT

SERVING YOU THE FINEST...
DELIVERY & SERVICE IN BERKS COUNTY!

YOUR INFORMATION IS COMPLETELY CONFIDENTIAL - PLEASE COMPLETE ALL FIELDS

Applicant Name:		Co-Applicant Name:	
Applicant Social Security #:		Co-Applicant Social Security #:	
Applicant Email:		Co-Applicant Email:	
Applicant Home #:	Cell #:	Work #:	Co-Applicant Cell #:
Delivery Address:		City:	State: Zip:
Billing Address:		City:	State: Zip:
<input type="checkbox"/> Own	<input type="checkbox"/> Rent	How Long:	How did you hear about us?:
Description/Type/Color of Home:			Previous Supplier?:

PRODUCT, TANK, & USAGE INFORMATION

HEATING OIL & FUEL TANK INFO					FILL LOCATION 	PROPANE TANK INFO				
Product	Tank Size	Location (Select # from diagram on right)	Annual Usage	Auto Fill? (yes or no)		Tank(s)	Tank Size	Location (Select # from diagram on left)	Annual Usage	Auto Fill? (yes or no)
Heating Oil					List all Heaters & Appliances connected to Propane tank(s): I own the propane tank(s): <input type="checkbox"/> Yes <input type="checkbox"/> No	Main				
OFF-Road Diesel						Other				
ON Road Diesel										
Gasoline										
How full is your tank now?: Oil _____ Propane _____ %		Number of heated rooms?: (excluding bathrooms) _____			My hot water heater runs on: <input type="checkbox"/> Electric <input type="checkbox"/> Heating Oil <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas			How many people live here? _____		
Do you use any other source of heat?: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes please check source: <input type="checkbox"/> Fireplace <input type="checkbox"/> Wood <input type="checkbox"/> Coal <input type="checkbox"/> Pellets <input type="checkbox"/> Electric <input type="checkbox"/> Other										

CHOOSE YOUR PAYMENT METHOD	CHOOSE YOUR SERVICE PLAN(S) (all that apply)
<input type="checkbox"/> Please bill me and leave a slip on _____ <input type="checkbox"/> Please bring bill back and email me. <input type="checkbox"/> I would like a monthly budget plan, please contact me. (budget plans must start between June 1st – September 31st.) <input type="checkbox"/> Please charge my credit card automatically after each delivery. (Discover, MasterCard, VISA, and American Express) Credit Card # _____ Exp. Date: ____/____/____ CVV ____	<input type="checkbox"/> PREMIUM Service Plan \$269.95 <input type="checkbox"/> BASIC Service Plan \$199.95 <input type="checkbox"/> HOT WATER Heater Plan \$79.95 (in addition to the Premium or Basic plan) <input type="checkbox"/> GAS Protection Plan \$139.95 <input type="checkbox"/> Heat Pump Protection Plan \$189.95 <input type="checkbox"/> Fireplace Protection Plan \$149.95 <input type="checkbox"/> Mini Split System \$119.95 <input type="checkbox"/> A/C Protection Plan \$139.95 <input type="checkbox"/> Backup Generator Maintenance Plan \$195.00 <input type="checkbox"/> Please call me for a FREE equipment evaluation/estimate.

CHOOSE YOUR DELIVERY PLAN	Comments/Directions...or additional equipment info:
<input type="checkbox"/> Yes, please enroll me for Automatic Delivery. <input type="checkbox"/> No, I will call for ALL my deliveries.	

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

I acknowledge that everything I have stated in this application is correct to the best of my knowledge. I understand that Elite Fuel Service, LLC will retain this application whether or not it is approved. I authorize Elite Fuel Service, LLC to check my credit and employment history, as they deem necessary. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE BACK OF THIS PAGE WHICH FORM A PART OF THIS AGREEMENT. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME, SEE CANCELLATION POLICY ON THE BACK SIDE OF THIS FORM.

PROPERTY, CREDIT, AND SERVICE PLAN TERMS & CONDITIONS

PROPERTY – SERVICES TERMS & CONDITIONS

1. In this Agreement the words I, me, and mine, mean the SELLER. The words you, your and yours mean each and every and all BUYERS.
2. PURCHASES: I will deliver, subject to the conditions in paragraph #3 below, fuel at our established price. Deliveries will be made to you as per your selection of a DELIVERY PLAN. A meter-printed delivery ticket will be left at the property after each delivery, unless other arrangements have been made. You agree to accept each delivery and will pay the full amount shown on each delivery invoice within 30 days from the shipping date. You give Elite Fuel Service, LLC the right to deliver fuel oil or propane to the property without anyone being present at the time of delivery.
3. NON-DELIVERY CONDITIONS: I will not be responsible for any failure to deliver fuel 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” shall mean premises at which no adult occupant is present for at least twenty-four (24) consecutive hours. In 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 a 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 without further responsibility.
4. SERVICE CHARGES: If you require service work, including parts and/or labor, which is not covered by any type of service contract, warranty or guarantee, you agree to pay for this billable service by paying the service invoice which is mailed to you directly after the service is performed or charge this amount to your account, you agree to pay the full amount shown on each billable service invoice within 30 days from the shipping date.
5. 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.
6. 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 appear on your next Monthly Statement and will be added to your NEW BALANCE on that Monthly Statement.
7. The FINANCE CHARGE is computed by a “Periodic Rate” of 1-1/2% per month which is an ANNUAL PERCENTAGE RATE OF 18%.
8. 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. A \$20 service charge will be applied to your account each time an insufficient check is returned by the bank.
9. COLLECTION COSTS: If you are in default we can demand immediate payment of 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, and attorney’s fees.
10. AMENDMENT OR CHANGES: We can charge this Agreement including FINANCE CHARGE and the 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.
11. CANCELLATION: We or you 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 days period expires. We also have the right to cancel your account without notice if you fail to make payments on time.

BUDGET PLAN TERMS & CONDITIONS

1. THE BUDGET PLAN begins on June 1st of each year and ends on May 31st of each year. All monthly payments are due on the 15th of each month, and must be received by the end of each month to avoid penalty.
2. THE MONTHLY PAYMENT is calculated based upon your estimated annual fuel usage (12 months), multiplied by our predicted average price per gallon for fuel, for the following heating season, and then divided into (12) twelve months. The actual price per gallon for fuel will be the market rate at the time of delivery.
3. CHANGES: We reserve the right to review your budget account each and every month, and change the monthly payment amount due as we deem necessary.
4. AT THE END of each Budget period (May 31st) any balance due must be paid in full. Any remaining credit will be rolled over into the next Budget Plan, for the next heating season.
5. LATE FEES: If at any time you fail to make your monthly payment or settlement by the end of the month, a penalty of twenty five dollars (\$25) will be added to your account, and in DEFAULT status. If at any time, you fail to make a payment, we reserve the right, to cancel the Budget Plan agreement and consider the account delinquent.

ANNUAL SERVICE PLANS – TERMS & CONDITIONS

1. The Annual Service Plans include one (1) annual system tune up, initial inspection, and the labor and parts necessary for emergency service that may be required for the heating season; and is subject to the terms and conditions listed below. The oil service plans cover only those repairs and replacement of parts specified on the Cover Parts list after the initial inspection.
2. APPROVAL & INSPECTION: The Service Plan becomes effective after our initial inspection and approval of your heating system and tank. If upon inspection of the heating system and oil tank, we deem it unsafe, obsolete, or needing repairs for reliable operations, we will offer to do the repairs at our standard rates or decline the Service Plan.
3. CANCELLATION & RENEWAL: All Annual Service Plans are renewed and re-billed to you automatically on the one-year anniversary date unless you cancel the agreement in writing 30 days prior to June 1st. Elite Fuel Service reserves the right to cancel this plan at anytime without liability when issued in error. The Premium Plan automatically terminates if the customer no longer purchases all of their heating oil from Elite Fuel Service. No credit will be issue if any Plan is canceled before the expiration date.
4. AUTOMATIC DELIVERY: By purchasing the Premium Plan, you are agreeing to purchase all your HEATING OIL from Elite Fuel Service, LLC under the automatic fuel delivery system, and paid for under the credit terms established. 300 gallons minimum usage required. We reserve the right to refuse or cancel our services with you if you purchase any oil elsewhere. Any customer who switches from automatic delivery to will-call or is switched by the credit department to will-call due to credit problems will have their service plan deemed null and void. NO refunds.
5. EMERGENCY SERVICE: Is available 24/7 - Emergency rates begin after 5:00 p.m. on all weekdays and any weekend hours. We reserve the right to determine if a service call is worthy of emergency status and/or to determine if it is billable to you.
6. COVERED PARTS: To see a list of covered parts and other details of the Service Plans, please see our Home Comfort Service Plan brochure.
7. LIABILITY AND WARRANTY POLICY: Elite Fuel Service guarantees all work/repairs performed by our qualified personnel for 30 days; in addition, some parts may carry a longer warranty period. All guarantees are void if the unit has been serviced by an outside party. Elite Fuel Service shall not be liable, under any circumstances, for any loss, damage, or injury of any description, caused by any defective parts and/or any service received by the customer from an outside party.

Elite Fuel Service is not, under any circumstances, liable for any loss, damage, or injury resulting from failure/delay in rendering service when the failure/delay is caused in whole or in part by circumstances beyond our control. Acceptance of the Annual Service Plan shall in no way make Elite Fuel Service liable for any secondary damages, losses, or injuries resulting from tank leakage, or other conditions resulting from delay/failure to render service due to conditions beyond our control.