

# Squier and Co., Inc.

HEATING OIL - COMPLETE HEATING NEEDS  
P.O. Box 275 • 5 Squier Avenue, Monson, MA 01057-0275  
Tel. 413-267-3184 FAX 413-267-5085  
[www.squieroil.com](http://www.squieroil.com) [squieroil@verizon.net](mailto:squieroil@verizon.net)

## Credit Application

### Applicant

Name \_\_\_\_\_

Home Address \_\_\_\_\_  
(Number & Street) (City/Town) (State) (Zip Code)

Mailing Address \_\_\_\_\_  
(Number & Street or P.O. Box) (City/Town) (State) (Zip Code)

Home Phone No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(Area Code) (Phone Number)

### Heating System

Type of Heating Oil: #2 Fuel Oil \_\_\_ or Kerosene \_\_\_ Delivery: Automatic \_\_\_ # of Tanks: 1 – 275gals \_\_\_ 1 – 330gals \_\_\_  
or 2 – 275gals \_\_\_ 2 – 330gals \_\_\_  
Is your hot water heated by oil? \_\_\_ Yes \_\_\_ No Call \_\_\_ Inground \_\_\_\_\_gals

Directions to House \_\_\_\_\_

### Credit Terms

- 1) Terms are 30 days from the time of delivery or performance of service.
- 2) A 1.5% interest charge per month on all accounts 30 days past due.
- 3) **No charges to any accounts 60 days past due.**
- 4) Budget Account terms for oil customers in good standing:
  - A) Budget account payments are computed and determined by Squier & Co., Inc. credit department only.
  - B) A budget consists of 11 equal payments starting in August and ending in June, the following year.
  - C) Any outstanding balances are due in full by July 10.

**NOTICE:** The Federal Equal Credit Opportunity prohibits creditors from discriminating against credit applicants on basis of race, color, religion, national origin, sex, marital status, age, or 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 which administers compliance with this law concerning this creditor is: Equal Credit Opportunity, Federal Trade Commission, Washington, D.C., 20580

**Notice: I hereby authorize you or any credit reporting agency employed by you to investigate the references herein listed or any other information stated above to determine my qualifications for a credit account.**

Guarantors Signature \_\_\_\_\_ Date \_\_\_\_\_

(Over Please →)

### **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 you can explain) 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 us to identify you or the reasons for your complaint or inquiry.
  - b) Send your billing error notice to Squier & Co., P.O. Box 275, Monson MA, 01057-0275. 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 that 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 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 may 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 the 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, 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 the item in your home state or if not within your home state 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.

**I certify that all information on this form is correct. I fully understand your credit terms and the undersigned personally guarantees proper payment in consideration of extended credit. This is a continuing guaranty relation to any indebtedness, including that arising under successive transactions. I hereby agree to bind myself personally and on behalf of my company to pay you on demand any sum which may come due to you by the business whenever the business shall fail to pay the same. If deemed necessary to retain an attorney to enforce this agreement or to collect any past due account hereunder, then, whether or not suit is brought. I shall pay: 1. A finance charge of 1.5% per month which is an annual rate of 18%, 2. All costs and expense incurred including a reasonable attorney's fee. All costs and expenses shall be included in the judgement and shall be secured by any liens. Guarantor waives all defense of notice, presentment, and demand.**

**Buyer hereby acknowledges receipt of a true copy of this credit agreement and billing error information.**