



# Mohegan Oil Co., Inc.

21 Jackson Ave. Mystic, CT 06355  
443-0030 | 800-773-6682 | 536-4294  
fax 860-536-3966

Account # \_\_\_\_\_

Salesman \_\_\_\_\_

Date Counted \_\_\_\_\_

Will Call  Budget Amount \$ \_\_\_\_\_

## Charge Account Application

Auto  Charge Acct.  CBD

### ABOUT YOU

NAME	FIRST	MIDDLE	LAST	JR <input type="checkbox"/>	DATE OF BIRTH	MO	DAY	YR	
SR <input type="checkbox"/>	ADDRESS			STREET #	TOWN	STATE	ZIP	YRS. <input type="checkbox"/> THERE	OWN <input type="checkbox"/> RENT <input type="checkbox"/>
HOME PHONE	SPOUSES NAME			SOCIAL SECURITY #					
PREVIOUS ADDRESS	STREET #	TOWN	STATE	ZIP	YRS. <input type="checkbox"/> THERE				
CLOSE RELATIVE	NAME	ADDRESS	HOME PHONE						

### ABOUT YOUR WORK

YOUR <input type="checkbox"/> EMPLOYER	NAME OF COMPANY	ADDRESS	CITY	STATE	ZIP	POSITION
YOUR <input type="checkbox"/> BUSINESS	PHONE ( )	YRS. THERE	WEEKLY SALARY	OTHER INCOME	SOURCE	
IF YOU RENT	LANDLORD NAME	ADDRESS	PHONE#			
PREVIOUS SUPPLIER	NAME	ADDRESS	CITY	STATE	WHY CHANGE?	

### YOUR OTHER CHARGE ACCOUNTS & BANK ACCOUNTS

MASTERCARD <input type="checkbox"/>	VISA <input type="checkbox"/>	DISCOVER <input type="checkbox"/>	AMERICAN EXPRESS <input type="checkbox"/>	ACCOUNT #	EXACT NAME OF ACCOUNT
CHARGE ACCT.				ACCOUNT #	EXACT NAME OF ACCOUNT
SAVINGS ACCT.				ACCOUNT #	ADDRESS OF BANK
CHECKING ACCT.				ACCOUNT #	ADDRESS OF BANK
MORTGAGE BANK				MISC. LOANS	

### \*OTHER INFORMATION YOU MAY WANT US TO CONSIDER

SPOUSE'S NAME	FIRST	LAST	SPOUSE'S SOCIAL SECURITY #		
SPOUSE'S EMPLOYER	NAME		SPOUSE'S WEEKLY SALARY		FULL <input type="checkbox"/> PART <input type="checkbox"/>
	ADDRESS	CITY	STATE	ZIP	
SPOUSE'S POSITION		YRS' THERE	SPOUSE'S BUSINESS PHONE ( )		

**\* COMPLETE ONLY IF YOUR SPOUSE WILL USE THIS ACCOUNT OR SIGN THE AGREEMENT OR IF YOU WISH THE INCOME AND/OR CREDIT WORTHINESS OF YOUR SPOUSE CONSIDERED.**

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

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

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

DATE \_\_\_\_\_

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

DATE \_\_\_\_\_

## RETAIL CREDIT AGREEMENT

**1. Delivery** - We deliver subject to availability, fuel at our established price which is determined at the time of delivery. Deliveries will be made to you at the address shown in this agreement, on an automatic delivery basis according to a Weather Controlled Degree Day System, unless you have requested to call for your fuel or our credit department has notified you that you must call for your fuel.

If your account is established as a will call delivery type, then we require 48 hour notice to arrange for a delivery.

**2. Payment** - A metered ticket will be left or mailed to you after each delivery. The ticket will show the number of gallons delivered and the price per gallon. A few days after delivery you will receive a price extended invoice which is to be paid within 25 days. If other payment terms are required by our credit department you will be notified by them through written notification or telephone.

If you are on the budget then the invoice will indicate that you are to pay only your budget payment and the invoice should be retained for your records. If you maintain a service contract with us, or if you require chargeable service calls for repairs or maintenance these will be billed to your fuel account and will require the same method of payment as your deliveries which are established by our credit department.

**3. Statement** - If you have a past due balance on your account we will send you a statement which would show you the past due amount as well as your current months purchases, the FINANCE CHARGE, and the time in which payment should be made.

**4. Finance Charges** - On balances of twenty five (25) days or more we will compute a **finance charge** at the rate listed below:  
% per month ( equivalent to the ANNUAL PERCENTAGE RATE of % per annum.)

**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 creditors. Default means that we can demand immediate payment on the full balance. If we refer collection of the balance to an attorney or a 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 them.

**7. Amendment or Changes** - We can change this agreement including FINANCE CHARGE and the ANNUAL percentage rate, at any time, provided we give you at least 30 days notice before beginning of the billing period in which the change becomes effective.

**8. 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 deliveries or services made before the thirty day period expires. We also have the right to cancel your account without notice if you don't make payments on time.

**9. 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 in the event of **DEFAULT**, and we do not deliver fuel as a result of **DEFAULT**, we will not be liable for any damages in either direct or indirect manner.

**10. Tenant Policy** - It is our policy to require a deposit to be held in a non-interest bearing account until such time that the account is closed. Once service is terminated, the deposit will be refunded or applied to any outstanding balance remaining on the account.

## THE FEDERAL TRUTH IN LENDING ACT REQUIRES PROMPT CORRECTION OF BILLING

**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 the bill.

**a** Do not write on the bill. On a separate sheet of paper write ( you may telephone you 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 an error.

If you only need more information, explain the item you are not sure about and if you wish to 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.

The dollar amount of the suspected error.

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 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 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 there is an error except as provided in paragraph 5 below.

**3.** After we have been notified, neither we or an attorney nor a collection agency may send you collection letters or send you collection action with respect to the amount 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 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 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 are normally 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 bills 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 IT IS APPROVED. YOU ARE AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCES WITH ME. I HAVE READ AND AGREE TO THE CREDIT TERMS SHOWN ABOVE AND HAVE RETAINED A COPY OF SUCH CREDIT TERMS.**

**BUYER'S SIGNATURE**

**DATE**

**BUYER'S SIGNATURE**

**DATE**