



**S&D Petroleum**  
2761 State Hwy 26  
Cincinnati, NY 13040

**NEW CUSTOMER AGREEMENT**

**PERSONAL**

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Second Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Own Rent Years \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_  
Your Previous Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Work \_\_\_\_\_ Landlord \_\_\_\_\_  
Email \_\_\_\_\_

**DELIVERY INSTRUCTIONS**

Previous Owner/Tenant \_\_\_\_\_

**EMPLOYMENT**

Fill Location \_\_\_\_\_ Tank Size \_\_\_\_\_  
Employer \_\_\_\_\_ Position \_\_\_\_\_ Years There \_\_\_\_\_  
Second Employer \_\_\_\_\_ Position \_\_\_\_\_ Years There \_\_\_\_\_

**LAST SUPPLIER**

Name & Address \_\_\_\_\_  
Reason for changing \_\_\_\_\_  
Date of Last Delivery \_\_\_\_\_  
Why did you choose us? \_\_\_\_\_  
How did you find out about us? \_\_\_\_\_

**CREDIT REFERENCES**

1. \_\_\_\_\_  
2. \_\_\_\_\_

**3<sup>rd</sup> PARTY NOTICE (OPTIONAL)**

If for any reason you are unable to respond to a notice of termination of fuel deliveries because of unpaid balances, you can choose a friend, relative, church group, community organization, or Social Services agency to be informed. Your third party will **NOT** be responsible in any way for your bill. If you wish to take advantage of this service, fill in the name and address of your 3<sup>rd</sup> Party.

Name \_\_\_\_\_  
Address \_\_\_\_\_ Phone # \_\_\_\_\_

**Products you will be purchasing:**

- Gasoline Estimated Annual Usage: \_\_\_\_\_
- LPG/Propane Estimated Annual Usage: \_\_\_\_\_ (minimum of 24 gallons)
- Fuel Oil Estimated Annual Usage: \_\_\_\_\_
- Kerosene Estimated Annual Usage: \_\_\_\_\_
- Blend Estimated Annual Usage: \_\_\_\_\_

Product Usage  Heat  Cooking  Hot Water

Method of Delivery  AUTOMATIC  WILL CALL

**NOTICE TO BUYER(S):**

- A. DO NOT SIGN BEFORE YOU READ AGREEMENT PRINTED ON REVERSE SIDE.
- B. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND THE INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS. SHOULD YOUR ACCOUNT GO FOR COLLECTIONS OR TO AN ATTORNEY THE BELOW SIGNED PERSON AGREES TO PAY ANY REASONABLE FEES PERTAINING TO THE COLLECTION OF THE ACCOUNT.

**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	Second Buyer's Signature

## 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 the following: **(you may telephone your inquiry but doing so will not preserve your rights under law)**
    - 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 the sales slip or other documents unless you have a duplicate copy for your records.
    - iii. The dollar amount of the suspected error.
    - iv. Any other information (such as 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 Inquires to:" Mail it as soon as you can, but in any case, early enough to reach us within 60 days after the bill is 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 those 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 collective agency may send you collection letters or take other collection actions with respect to the amount in dispute; but periodic statements may be sent to you, and that 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 is 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 to 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 these rights.
  - a. You must have bought them 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 the creditor, or if the creditor mailed you the advertisement for the property or service.

Buyer agrees that Seller may make changes in the rates, charges and other terms of the Agreement from time to time hereafter, provided that Buyer is given notice of such changes and they do not exceed the limits established by law.

If the Buyer fails to make any payment when due, Seller may declare the full remaining balance due and payable and Buyer agrees to pay court costs and reasonable attorney's fees not in excess of 25 % of the unpaid balance after default and referral to an attorney who is not a salaried employee of Seller.

## TERMS

1. It is necessary that you pay cash for the first delivery until completion of credit investigation and establishment of our credit line. (Exclusion of LP GAS)
2. After credit is approved all deliveries are payable in 30 days.
3. A discount of \$.10 per gallon on Fuel Oil is allowed for payment received in 10 days from delivery date
4. A service charge of 1 ½ % per month is charged on all account balances over 30 days.
5. We are not responsible for run outs, involving delinquent accounts.
6. Should the account go for collection or to an attorney, the below signed person agrees to pay any reasonable fees pertaining to the collection of the account.

Buyer's Signature

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Secondary Buyer's Signature

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