

Falconi Energy

29 Boston Road, P.O. Box 301
Southborough, Massachusetts 01772
Fuel Oils, Diesel Fuels, Gasoline, Heating & Air Conditioning Sales & Service
"Serving the area since 1935"

Phone: (508) 485-0377

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Charge Account Application

Name: _____ D.O.B.: ____ - ____ - ____

Address: _____ Years There: _____ Own ____ Rent ____

City or Town: _____ State: ____ Zip: _____ Phone #: _____

Social Security #: ____ - ____ - ____

Landlord's Name & Address: _____

Previous Address: _____ City or Town: _____ State: ____ Zip: _____ Years There: ____

Name of closest relative: _____ Phone: _____

Address: _____ City or Town: _____ State: ____ Zip: _____

Your Employer: _____ Phone: _____ Years There: _____

Address: _____ City or Town: _____ State: ____ Zip: _____

Spouse's Name *: _____ D.O.B.: ____ - ____ - ____

Spouse's Social Security # *: ____ - ____ - ____

Spouse's Employer *: _____ Phone: _____

Previous Fuel Supplier: _____

* Use only if your spouse will use this account or sign this agreement or if you wish the credit worthiness of your spouse considered.

Delivery & Heating System Information

DO YOU WANT AUTOMATIC DELIVERY? (we recommend it!) YES _____ NO _____

LOCATION OF OIL FILLPIPE? (right side, rear, etc.) _____

DO YOU HEAT YOUR DOMESTIC HOT WATER WITH OIL? (showers, etc.) YES _____ NO _____

TYPE OF HEATING SYSTEM: HOT WATER _____ WARM AIR _____ STEAM _____

NOTICE TO BUYER(S): DO NOT SIGN BEFORE YOU READ THE AGREEMENT PRINTED ON THE NEXT PAGE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT & THE INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

Buyer(s) hereby acknowledges receipt of a true copy of this credit agreement and billing error information. 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 charge account.

BUYER'S SIGNATURE

DATE

SPOUSE'S SIGNATURE*

DATE

FALCONI BROTHERS, INC. WILL NOT DELIVER FUEL AUTOMATICALLY NOR WILL YOU RECEIVE ANY NEW CUSTOMER INCENTIVE OR PROMPT PAY DISCOUNTS UNTIL THIS FORM HAS BEEN RETURNED.

Please Retain This Sheet For Your Records

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 piece 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 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:". 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 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 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 this right:
 - a. You must have bought them in your home state or, if not within your home state, 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 owed or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.

CREDIT AGREEMENT:

All Automatic Delivery accounts shall notify the office in writing no less than 48 hours prior to the date on which deliveries are to be terminated.

ALL BUDGET Account payments are due and payable by the 15th of the month for which they are intended.

For value received, the buyer promises to pay the purchase price, and FINANCE CHARGE thereon, in accordance with the following terms:

The buyer may pay, without the imposition of a FINANCE CHARGE the entire purchase price of the goods and services within 15 days from the date of the invoice. Otherwise, a FINANCE CHARGE of 1 1/2% per month (ANNUAL PERCENTAGE RATE 18%), shall be imposed on account of such purchase on that part of the Previous Balance on the monthly billing statement that does not exceed \$500, and a FINANCE CHARGE of 1% per month. (ANNUAL PERCENTAGE RATE 12%) shall be Imposed on that part of the Previous Balance that does exceed \$500, subject, however, to a minimum monthly FINANCE CHARGE of 50 cents for each month in which the Previous Balance is less than \$33.34.

Buyer agrees that Seller may make changes in the rates, charges and other terms of this Agreement from time to time here after, 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 percent of the unpaid balance after default and referral to an attorney who is not a salaried employee of Seller.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal agency which administers compliance with this law concerning this creditor is Equal Credit Opportunity, Federal Trade Commission, Washington, D.C. 20580.

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