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A Division of Keroscene Inc.

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Date:			
Full Name		Spouse's Name	
Billing Address			
Delivery Address			
Home Phone		Cell Phone	E-mail Address
Please Check One	If Renting, How Long		Landlord Name
Own	Rent	Years    Months	Landlord Phone
Employer Name		Employer Phone	Position
			How Long Years    Months
Employer Address		City	State
			Zip Code
<b>PAYMENT METHOD</b> (Please Circle)			
Debit Card	Credit Card	C.O.D.	Charge by Invoice
		(Required for Credit) Social Sec #: ____ - ____ - ____	
Card Number _____		Exp. Date: _____	
<b>TANK INFORMATION</b>			
What size tank do you have? (Please Circle)			
275 Gallons	330 Gallons	550 Gallons	1000 Gallons    Other _____
Is your tank above ground/in basement or underground? (Please Circle)			
Above Ground		Under Ground	
Where is your oil fill pipe located?		How do you use your oil? (Please Circle)	
Back Left	Back Center	Back Right	Heat Only    Heat & Hot Water
Left	Front ↓ Door	Right	How much oil is in your tank now? (Please Circle)
Front Left	Front Center	Front Right	Current Tank Level:    F    ¾    ½    ¼    1/8    E
		Other: _____	
<b>DELIVERY &amp; PAYMENT AUTHORIZATION</b>			
<p>σ The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applications on the basis of sex or marital status. The Federal agency that administers compliance with this agreement concerning this creditor is The Equal Credit Opportunity, Federal Trade Commissions, Washington, D.C. 20580.</p> <p>σ You are entitled to a copy of this agreement and the information regarding your rights to dispute billing errors.</p> <p>σ Do not sign before completing the application and reading the entire Authorization Agreement.</p>			
Applicant Signature _____		Date _____	

**Visit [foxfuel.com](http://foxfuel.com) now for more information!**

## **RETAIL CREDIT AGREEMENT**

**AUTOMATIC DELIVERY** – We will deliver, subject to availability, fuel oil at our established price at the time of delivery. Deliveries will be made on an automatic delivery basis according to a Weather Controlled Degree Day System. Unless requested in writing, deliveries will be made year round for customer with oil fired hot water systems when the company determines such deliveries are required. If customer's account is past due, then the company cannot be responsible for out of oil calls. \*I hereby authorize Fox Fuel to check my credit and employment history.

**BUDGET PLAN** – Budget payments are based on a 10 month period (August thru May) and are due the fifteenth day of each month. Budget payments apply to oil deliveries only and all service calls will be billed separately. All invoices pertaining to deliveries should be retained for your records. All prompt payment discounts will be applied at the end of the budget year if all payments are received when due. If payments are past due, then the company shall not be responsible to make delivery until account is current. The company reserves the right to increase customer's budget amount if actual usage is greater than anticipated. Formula used for same will be stated with budget envelopes.

**PRICE PROTECTION PLANS** - Upon expiration of ANY price protection plan, including but not limited to Prepay Plans, Price Cap Plans and Fixed Price Plans, the account will remain active and will NOT be taken off Automatic Delivery. If a Plan is not renewed, fuel deliveries will be billed at our posted retail rate. You will remain on Automatic Delivery at the expiration of this Plan unless you notify Fox Fuel in writing, delivered personally or sent by prepaid registered mail.

**MONTHLY STATEMENTS** – If a balance exists in your account, a statement will be sent, reflecting any purchases, past due amount, and LATE CHARGE of 1½% per month (ANNUAL PERCENTAGE RATE OF 18% PER ANNUM).

**PAYMENTS** – A metered ticket will be left after each delivery. This ticket will serve as an invoice and payment can be made from this ticket in order to benefit from any prompt payment discounts that should apply. Another invoice will follow the delivery as a reminder of amount due. Any checks returned due to non-sufficient funds will be charged a return check charge of \$25.00 (residential customers) and \$40.00 (commercial customers) and prompt payment discount will be disallowed.

**TENANT-LANDLORD POLICY** – In the case of rental properties, it is the company's policy that both the tenant and landlord assume responsibility for the account. If either party cannot assume responsibility, a letter must accompany customer's credit application stating same. The company reserves the right to contact either party to satisfy overdue balances. A copy of this agreement must be signed by all parties concerned.

**CANCELLATION** – Either party can cancel this agreement with 30 days written notice in writing delivered personally or sent by prepaid registered mail. Customer agrees that they will be responsible for payment for any deliveries made due to failure to make such notice. The company may cancel this agreement without notice for failure to pay overdue balances.

**DEFAULT AND COLLECTION COSTS** – Customer will be in default for failure to make timely payments, file for bankruptcy, or make an assignment for the benefit of creditors. Default means that demand can be made for payment in full. If collection is referred to an attorney, then customer will pay all court costs.

**AMENDMENT OR CHANGES** – The company can change this agreement including LATE CHARGE and the ANNUAL PERCENTAGE RATE, at any time, provided we give the customer at least 30 days written notice before the billing period in which the change becomes effective.

**LIABILITY** – The company is not responsible for damage or loss caused by failure to make delivery due to labor shortage, strikes, or to conditions beyond its control. In the event of DEFAULT and oil is not delivered as a result of DEFAULT, the company will not be liable for any damages in either a direct or indirect manner. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including the Pennsylvania Uniform Commercial Code and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the Commonwealth of Pennsylvania. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the Commonwealth of Pennsylvania on the date of execution of this Agreement.