



R.M. ROACH & SONS, INC.

333 East John Street, P.O. Box 2899, Martinsburg, WV 25402
(888) 339-6479 ▪ (304) 263-3329 ▪ Fax (304) 263-3275 ▪ www.roachenergy.com

Application for Service/ Delivery Account

Type of Account Requested: Budget Account 30-Day Charge Account

Name: _____ Soc. Sec. # _____ - _____ - _____
First Middle Last

Date of Birth: ____ / ____ / ____

Home Phone: ____ / ____ - ____ Cell Phone: ____ / ____ - ____

**Complete if joint account.*

*Name: _____ Soc. Sec. # _____ - _____ - _____
First Middle Last

Service Address: _____ City / State: _____ Zip: _____

Years There: ____ Own Rent

Employer: _____ Address: _____

Years Employed There: ____ Annual Income: \$ _____ Employer Phone: ____ / ____ - ____

*Employer: _____ Address: _____

Years Employed There: ____ Annual Income: \$ _____ Employer Phone: ____ / ____ - ____

Billing Address: _____ City / State: _____ Zip: _____
If different than service address.

Email Address: _____

Fuel Type: #2 Heating Fuel Dyed Kerosene Propane (Auto Delivery)

No. of Tanks: ____ Tank Size(s): ____ gal. Estimated Annual Usage: _____ gal.

Service Requested: Heating Equipment Central Air Heat Pump Water Heater

NOTICE TO CUSTOMER: This application will not be processed until you read and agree with the following terms and conditions :

CREDIT AGREEMENT TERMS AND CONDITIONS

I/We hereby apply for credit in accordance with the terms and conditions of R.M. Roach & Sons, Inc., as described below, I (We) certify that all information on this form is true and correct to the best of my (our) knowledge. It is understood that R.M. Roach & Sons, Inc., will retain this application whether or not it is approved, and that they are authorized to check my (our) credit and employment history and answer questions about their credit history with me.

- 1. PROMISE TO PAY:** "You"(meaning each applicant and co-applicant for credit identified on the application which is incorporated by reference into this Agreement who is approved for credit by R. M. Roach & Sons, Inc. (also referred to as "us", "we", "Roach Energy" and similar terms) promise to pay to us or anyone we designate in accordance with the monthly statements we provide to you from time to time, the full amount billed for the goods you order, including all taxes and related fees and charges, according to the terms of this Agreement.
- 2. CREDIT LIMIT And SUBSEQUENT PURCHASES:** You agree that we may establish a credit limit and that the balance of your credit purchases at one time will not exceed your credit limit. You will be advised of your initial credit limit at the time your account is opened. If you exceed your credit limit or if you are in default, we have the right to suspend or cancel your account. You agree that we may change your credit limit from time to time. We may do so based upon our evaluation of changes in your credit worthiness or otherwise at our discretion. You may make purchases from time to time, subject to your credit limit. You may not make subsequent purchases on credit, however, until you have repaid forty percent (40%) or more of the total outstanding balance of prior purchases that have not been repaid. Purchases may be documented by an invoice or other memorandum evidencing your purchase.
- 3. MONTHLY STATEMENTS AND MONTHLY PAYMENTS,** at you're your request, when you have an outstanding balance, we will send you a monthly statement.
- 4. A FINANCE CHARGE** will be assessed on balances over 30 days. This will be computed by a daily periodic rate of .049% (18% APR) for the first \$750 and .0327% daily (12%APR) for any excess over \$750 on that portion of the previous balance that is over 30 days. Finance charges will not be applied if the balance due is paid in full before the next statement date.
- 5. EARLY PAYMENT INCENTIVES FOR BUYER:** We offer "early payment incentives for Heating oil and Kerosene. The discount is not applicable to credit card payments or customers on the budget payment plan or special pricing agreements. Contact the office for details.
- 6. RETURNED CHECK FEE:** You agree to pay a returned check fee if any check or other instrument for payment on your account is returned unpaid in the amount of \$25.00, unless applicable law limits this fee to a lesser sum in which case you agree to pay the maximum fee that may be imposed. For your convenience, if your check is dishonored; we will electronically debit your account for the amount of the check. The processing fee will be charged to your account separately.
- 7. REFERRAL BONUS:** If you refer a new buyer to us who places an order with us, we will give you a referral bonus. The referral bonus will be your choice of either: (a) \$50.00 towards a monthly payment; or (b) a gift certificate for \$50.00 towards any cash purchase. To qualify, the new buyer must inform us at the time of purchase that you referred him/her to us and the buyer must make a purchase of goods from us. Notice: The referral bonus is not available to residents of any other state where prohibited by law.
- 8. CREDIT INVESTIGATION:** You certify, under penalties of perjury, that the information you give us on your credit application is true and correct. We have the right to investigate your credit, employment and income records, and to verify your credit references. A consumer credit report (including an investigative consumer report) from consumer reporting agencies may be requested in considering any application or

for the purposes of an update, renewal or extension of credit. The name and address of each consumer reporting agency from which the consumer report was obtained (if any) relating to applicant/co-applicant will be furnished upon your written request. We also have the right to report the way you pay this account to credit bureaus and other parties who may lawfully receive such information. We have the right to deny credit, suspend or cancel your account if any of the information provided on your application is untrue. You understand that we will retain your credit application whether or not it is approved.

9. ASSIGNMENT: We may assign your account and our rights under this Agreement to a bank or any other company without prior notice to you. That entity will have the same rights that we have in this Agreement and to your account.

10. SECURITY: By signing this Agreement, you hereby give us a purchase money security interest in the goods you purchase under this Agreement which have a list price of \$200 or more ("Goods"). This is a security interest under the Uniform Commercial Code and other laws and protects us if you do not repay your debt under this Agreement. This is a security interest in the Goods and any proceeds of the Goods, whether in the form of cash or other property taken in exchange for, or resulting from the disposal of the Goods (the "Collateral"). You authorize us to file a financing statement naming you as a debtor which covers the Collateral. The security interest will be valid until: (a) the purchase price for the Goods is fully paid or (b) five years have elapsed from the date of purchase, whichever happens first.

11. ALLOCATION OF PAYMENTS: We will allocate your payments to your outstanding balance (after deducting amounts owed for finance charges, late charges, and other permitted charges) to purchases in the order in which we post them to your account.

12. DEFAULT: You will be in default under this Agreement if: (1) you fail to make a minimum payment within 10 days of its due date; (2) you break any of the promises in this Agreement or in any other written agreement you have with us; (3) you have made any false or misleading statements in connection with your credit application or this Agreement; (4) a petition is filed by or against you under any bankruptcy or insolvency law; (5) you die or become unable to manage your affairs; or (6) there is a significant impairment of or damage to the Collateral.

13. CONSEQUENCES OF DEFAULT: If you default, we will have the right to require immediate payment of everything you owe us. We also will have the right to repossess (take) any Collateral or foreclose on any security interest given as security for what you owe under this Agreement, provided payment is over due by at least thirty (30) days and we thereafter provide you with a notice and an additional thirty (30) day period to cure the default. If we repossess the Collateral, we may sell it at a public or private sale. We will give you at least 10 days written notice before we do so. The proceeds of the sale will be applied toward what you owe. We first will subtract the costs of repossessing, storing, preparing for sale, selling the Collateral, and other allowable expenses, to the extent permitted by law. If we refer your account to an attorney for collection, unless prohibited by applicable law, you also agree to pay us our reasonable attorneys' fees of up to twenty percent (20%) of the amount you owe us, provided the attorney is not our salaried employee. You agree to pay us court costs and disbursements unless prohibited by applicable law. If our sale of Collateral does not cover all that you owe, you must pay the deficiency. If there is a surplus, it will be paid to you or to any other person legally entitled to it. Notice to District of Columbia residents: 1. If we repossess the Collateral and our sale of Collateral does not cover all that you owe, we waive our right to claim any deficiency between the proceeds of the sale and the amount you owe us. 2. We will not charge you any attorneys' fees as a consequence of your default.

14. NATURE OF YOUR RESPONSIBILITIES: Each person that submits the credit application for this Agreement, this Agreement, or any invoice or other memorandum evidencing a purchase made according to the terms of this Agreement, is liable (and if there is more than one person then each of you is jointly and severally liable) to pay all amounts owed, in full, and to keep all of the other promises in this Agreement. You are responsible for the amounts you owe on this Agreement even if you suffer a total loss of the goods

purchased under this Agreement due to theft, confiscation, fire or other physical damage.

15. CHANGE OF TERMS: To the extent allowed by law, we may change any term of this Agreement, including the rate of finance charge. If permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of change, as well as any subsequent transactions. We may make any of the changes discussed above without your consent, unless applicable law provides otherwise. We will give you any notice of change that is required by law.

16. OPTIONAL PAYMENT METHODS: You may elect to make payments by VISA, Master Card or by choosing to have payments made by an automatic debit to your checking account by simply completing the on-line BillPay option at roachenergy.com.

17. YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify Us In Case Of Errors Or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at P.O. Box 2899, Martinsburg, WV 25402. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information: Your name and account number and the dollar amount of the suspected error. Describe the alleged error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. Your Rights And Our Responsibilities After We Receive Your Written Inquiry: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

18. ADDITIONAL NOTICES – ACKNOWLEDGEMENT. By accepting the application form or by placing your first order on credit provided by us, you acknowledge your receipt of a copy of this Agreement and agree to accept and comply with the terms of this Agreement.

NOTICE TO THE BUYER:

1. Do not agree to the terms of this credit agreement before you read it or if it contains any blank space.
2. You are entitled to a completely filled in copy of this credit agreement.

I agree to the terms of the Retail Credit Agreement

I disagree