



Propane, Heating Oil & Air Conditioning



Convenience Stores

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 Credit

Type of account requested: Budget Account 30-Day Charge Account

Primary Account Holder Information:

NAME: _____ Soc. Sec. # _____ - _____ - _____
First Middle Last
 Address: _____ City/State: _____ Zip: _____
 Years There: _____ Own Rent Birth date: _____ Telephone: ____/____/____
 Employer Name & Address _____
 Years Employed There: _____ Annual Salary: \$ _____ Employer Phone: _____

Please complete following information if this is to be a joint account, or if you wish the income and/or credit worthiness of another to be considered in opening this account. (Application must be signed by both individuals.)

Name: _____ Soc. Sec. #: _____ - _____ - _____
First Middle Last
 Address: _____ City/State _____ Zip: _____
(Only if different than above)
 Years There: _____ Own Rent Birth date: _____ Telephone: ____/____/____
 Employer Name & Address: _____
 Years Employed There: _____ Annual Salary: \$ _____ Employer Phone: _____

Tank Information:

Fuel Type: #2 Heating Fuel Dyed Kerosene Clear Kerosene Propane(Auto Delivery Only)
 No. of Tanks: _____ Tank Size(s): _____ Burner Service Requested: Yes No
 Estimated Annual Usage: _____
 Please give us driving directions to your tank location, _____

NOTICE TO BUYERS: DO NOT SIGN ON BACK BEFORE YOU READ AGREEMENT PRINTED ON REVERSE SIDE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND THE INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

The undersigned hereby apply for credit in accordance with the terms and conditions of R.M. Roach & Sons, Inc, as printed on the reverse side of this document, I (We) certify that ail 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.

FOR OFFICE USE ONLY:

APPROVED Y N CRL _____ COD _____ LTL _____ INSTAL _____ INIT _____ DATE _____
 CONFIRMATION LETTER SENT: _____ ENTERED INTO FACTOR _____

IN CASE OF ERRORS OR, INQUIRIES ABOUT YOUR BILL

The Federal Truth in L ending Act requires prompt correction of billing

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 (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 why you believe there 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.

III. Any other information which you think will help 'as identify you or the reason for your complaint or inquiry. b. Send your billing error notice to the address on your bill. Mail it as soon as you can, but in any case, it must reach us within 60 days after the bill was mailed to you.

2. We must acknowledge all letters pointing our 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 or collection agency may send you collection letters or take other 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 a 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 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 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 to this right:

a. You must have bought them in your home state or if not within 100iles 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 services, 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 the Federal Trade Commission, Washington, DC 20580.

RETAIL CREDIT AGREEMENT

1. PURCHASES: We will deliver, subject to availability, fuel oil at our established price, which is determined at the time of delivery. Deliveries will be made to you at the address shown on this agreement, unless otherwise notified. A meter printed delivery ticket will be left or mailed at the above address each time a delivery is made. You agree to accept each delivery and pay the full amount shown on each delivery ticket within 30days.

2. If you maintain a service agreement with us, or if you require service calls, repairs or maintenance, which are not covered by the service contract, you may also charge the price of the service contract, service calls, repairs or maintenance to your account. If you do so, you agree to pay the full amount due within 30 days from the time the service contract, service calls, repairs or maintenance is made.

3. PERIODIC STATEMENT: If you have a balance in your account, we will send you a monthly statement. It will show separately your purchases, the finance charge, and the date the payment is due. Once a balance on your account is 30 days old, a statement will be mailed to your address. It will detail all transactions since the last statement date, including any current finance charges.

4. A FINANCE CHARGE will be assessed on balances over 30 days. This will be computed by a daily periodic rate of .049% (18 % annually) for the first \$750 and .0327% daily (12% annually) for any excess over \$750 on that portion of the previous balance over 30 days, less payments and credits appearing on the monthly statement of your account

5. DEFAULT & COLLECTION COSTS: You will be in default if you do riot pay a balance on time, file for bankruptcy, or make assignment for the benefit of the creditors. Default means we can demand immediate payment of the full balance. If we refer collection of the balance to a lawyer, you will pay attorneys fee of 33% of the total balance plus court costs.

6. IRREGULAR PAY MENT AND DELAY IN ENFORCEMENT: We can accept later payments or partial 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 ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 30 days notice, before the 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 purchases made before the 30 day period expires. We also have the right to cancel your account without notice if you fail to 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, we will not be liable for any damages in either direct or indirect manner.

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Applicant Signature _____ Date _____ Co-Applicant Signature _____ Date _____
FOR OFFICE USE ONLY: _Approved Yes, NO Credit Limit _____ COD LTL INSTALL STARCARD
Initial _____ Date: _____ Entered into FACTOR: _____ Acct. # _____ Cr. Ltr. Sent: _____