

MacFarlane Energy

95 Bridge Street, Dedham, MA 02026

Phone: 781-326-9500 • Fax: 781 326-9505
macfarlaneenergy.com

COMMERCIAL CHARGE ACCOUNT APPLICATION AND CREDIT AGREEMENT

Please Print
About Your Business:

Name of Business: _____ Corporation Partnership Proprietorship Other

If Corporation, Date and State of Corporation: Month _____ Year _____ State _____

Street Address: _____ City: _____ State: _____ ZIP: _____

Work Phone: _____ Fax: _____

Tax ID#: _____ Email: _____

Delivery Address (If Different than Mailing Address):

Street Address: _____ City: _____ State: _____ ZIP: _____

Years in Business: _____ Years at Current Address: _____ Nature of Business: _____

Name(s) of Individual(s) Responsible for Payables: _____

About Your Fuel Delivery:

Fuel to Be Delivered: #2 Heating Oil Diesel Biodiesel Number of Tanks: _____

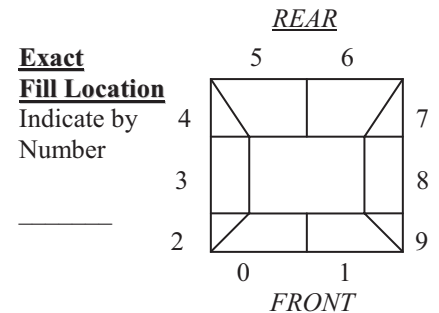
Storage Tank Size(s): _____ Tank Location (Facing Building)

Unless Otherwise Specified, All Deliveries Are Made on an Automatic Basis.

Hot Water: Oil Gas Electric

How Did You Hear about Us? _____

Last Fuel Supplier: _____



Principals of Business:

Principal #1:

Name: _____

Title: _____

Social Security #: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

If Tax Exempt, Tax Exempt #: _____

Principal #2:

Name: _____

Title: _____

Social Security #: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

COMMERCIAL CHARGE ACCOUNT APPLICATION AND CREDIT AGREEMENT (CONTINUED)

Has your company or any of its owners, officers, or partners ever filed a voluntary petition of bankruptcy, been adjudged, bankrupt, or made an assignment for benefit of creditors? Yes No

Has a tax lien been filed against your company, or any or any of its owners, officers, or partners within the past five (5) years? Yes No

If yes, explain: _____

Is your company currently doing business under another name?

If yes, please provide name: _____

Trade References:

Reference #1

Name: _____ Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Fax: _____

Reference #2 (Optional)

Name: _____ Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Fax: _____

Bank References:

Bank Name: _____ Bank Address: _____

City: _____ State: _____ ZIP: _____ Account #: _____

Contact: _____ Phone: _____

Credit Card Info:

Card Type: Visa Mastercard Name on Card _____

Card Number _____ Expiration Date _____ CVV Code _____

PLEASE READ AND SIGN:

- A. I have read and accept this agreement.
- B. I understand that I am entitled to a copy of this agreement and information.
- C. I hereby authorize MacFarlane Energy, Inc. or any credit reporting agency employed by MacFarlane Energy, Inc. to investigate any of the information regarding my credit.

IMPORTANT NOTICE TO APPLICANT: If you plan to move, you are responsible for notifying our office to terminate your account.

Signature: _____ Date: _____

Co-Signer: _____ Date: _____

PROTECTION OF CONSUMERS AGAINST CARELESS BILLINGS

If you believe that any amount shown as “amount due” on any statement is an error, please notify MacFarlane Energy, Inc. in writing immediately, specifying the amount in dispute and the reason for believing it is erroneous. By Massachusetts Law, MacFarlane Energy, Inc. is required to acknowledge a customer’s notice within 14 days of receiving it and, if further information is needed, to request it in writing within 30 days. MacFarlane Energy, Inc. is also required to correct the amount or send the customer a written explanation of why the amount is correct as stated within 120 days after receiving the customer’s notice. If information is required, adjustment must be made within 60 days. If the information is requested by the customer, the 60-day adjustment period will be extended by the time required to obtain the information for the account. If the information is requested from a third party, an adjustment must be made within 90 days, excluding the time required to obtain the information.

REGULAR ACCOUNTS

THERE WILL BE A FINANCE CHARGE COMPUTED BY A PERIODIC RATE OF 1.5 % PER MONTH ON BALANCES EXISTING AFTER 30 DAYS FROM THE CLOSING DATE, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18 %. FINANCE CHARGES MAY BE AVOIDED BY PAYING THE “NEW BALANCE” WITHIN 25 DAYS OF THE ORIGINAL CLOSING DATE.

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

If the buyer fails to make payment when due, the seller may declare the full remaining balance due and payable. The buyer agrees to pay reasonable court costs, collection costs and 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 the seller.

BUDGET ACCOUNTS

THERE IS NO FINANCE CHARGE WHEN PAYMENTS ARE MADE IN ACCORDANCE WITH CREDIT TERMS.

**** CUSTOMER WILL BE CHARGED FOR ANY CHECK RETURNED BY THE BANK ****

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF SEX, COLOR, NATIONALITY, RELIGION, 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