

Harrington Oil Inc
 752 Main St
 PO Box 563
 Holden MA 01520
 508-829-0044
 Fax 508-829-0066

www.harringtonoilinc.com

CUSTOMER ACCOUNT & CREDIT APPLICATION

How did you hear about Harrington Oil?

- Website
- Referral name _____
- Newspaper
- Previous Customer
- Office/Truck

Account Number (Office use Only)		Date of Birth / /	
First Name Middle Initial Last Name		Social Security Number (last 4 only) XXX - XX -	
Mailing Address		Home Phone	
City State Zip		Cell Phone	
Delivery Address (if different than mailing)		E-mail address	
Previous Address (if under 1 year)		Own or Rent Home Own Rent	
Employer		Landlord Name (if applicable)	
Business Phone Number		Landlord-Address, Phone Number (if applicable)	
If your co-applicant will use this account or sign the agreement or if you wish the income and/or credit-worthiness of your co-applicant considered, complete:			
Co-Applicant Full Name		Date of Birth / /	Social Security Number (last 4 only) xxx - xx -
Employer		Business Telephone	Cell Phone
Service Policy (circle one) Standard or Deluxe		Tank Guard (circle one) Y N	Annual Usage (gallons)
Payment Options: (circle one) Budget plan Prompt Pay			
Type of Heat (circle one) Hot Water Warm Air Steam		Type of Hot Water (circle one) Oil Gas Electric	Type of Delivery (circle one) Automatic Will Call
Tank Size (circle one) 225 275 330 other _____	Amount Oil in Tank (circle one) Empty 1/4 1/2 3/4 Full		Fill Location (circle one) BL BC BR LR [] RR LC [] RC LF [] RF FL FC FR
Special Instructions for Delivery (color and house style):			
Is it Okay to Use Driveway for Delivery purposes?		Y N	
Notice to buyer(s): Do not sign 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.			
Buyer hereby acknowledges receipt of a true copy of this credit agreement and billing errors information.			
NOTICE: 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 credit.			
Buyers Signature		Date	Co-Applicant Date

Credit Agreement

Buyer agrees to pay Seller for all sales and services promptly upon receipt of a monthly bill statement. Buyer also agrees to pay a FINANCE CHARGE on any unpaid balance existing after the closing date appearing on the monthly bill statement. A FINANCE CHARGE is determined by deducting the total payments from the balance forward and multiplying this figure by a MONTHLY PERCENTAGE RATE of 1.5% or an ANNUAL PERCENTAGE RATE of 18.0% on balances up to \$500.00 or by a MONTHLY PERCENTAGE RATE of 1.0% or an ANNUAL PERCENTAGE RATE of 12% on balances in excess of \$500.00

Buyer agrees that Seller may make changes in the rates, charges and other terms of the Agreement from time to time hereafter, 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 any attorney who is not a salaried employee of the Seller.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract). The Federal Agency that administers compliance with this law concerning this creditor is: Equal Credit Opportunity, Federal Trade Commission, Washington DC 20580

Buyer, to the maximum extent permitted by law shall defend, protect, indemnify and hold harmless Harrington Oil Inc, its partners, affiliate and subsidiary companies and their respective directors, officers, employees and agents ("Indemnified Parties"), against all claims, demands, suits, liabilities, judgments, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights) on account of any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs or injunctive obligations imposed upon any Indemnified Party caused by, arising out of, or in any way incidental to, or in connection with, Buyer's performance or the performance, acts or omissions by any resale customer or consumer served by Buyer (including employees, agents, contractors and invitees of Buyer and buyer's resale customers and consumers), or any other person.

It is the intention of the parties that the indemnity obligations of Buyer are without regard to whether the negligence, fault, or strict liability of an Indemnified Party is a concurrent or contributory factor, and such obligations are intended to protect the Indemnified Parties against the consequences of their own negligence, fault, or strict liability. Only those matters which are determined by a final nonappealable judgment to be a result of the sole negligence or fault of an Indemnified Party or defects in Harrington Oil Inc products not caused or contributed to be the negligence or fault of Buyer or Buyer's employees, agents, contractors, invitees, resale customers or consumers shall be excluded from Buyer's duty to indemnify the Indemnified Parties; provided, however, Buyer shall not be relieved from its duty to defend and protect the Indemnified Parties under such circumstances.

Such duty to defend and protect the Indemnified Parties shall include, without limitation, investigation and costs of defense and settlement, including reasonable attorney's fees up through final appeal of a trial court judgment or arbitration. Harrington Oil Inc. expressly reserves the right to participate in its defense with counsel of its own choosing.

BILLING RIGHTS SUMMARY

What To do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:
Harrington Oil Inc, PO Box 563, Holden MA 01520

In your letter give us the following information:

- Account Number:** Your name & account number
- Dollar Amount:** The dollar amount of the suspected error
- Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try and collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement and we may continue to charge you interest on the amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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 us within ten days telling us that you still refuse to pay, 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 don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.