



Brinker's Energy
445 North West St.
Doylestown, PA 18901

800-274-3688
Fax: 215-348-8398



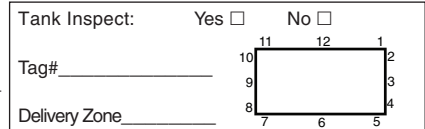
Date: _____

RETAIL CREDIT AGREEMENT **Acct #** _____ **Acq Code** _____ **Confirmed by** _____ **Rep#** _____

You agree that ("we" or "Seller") will order a consumer report in connection with this application and subsequent consumer reports in connection with updating, renewing the existing or future extension of credit. Upon your request we will provide the name and address of the consumer credit agency furnishing such report to us.

Name _____ Cell Phone # _____ Soc. Sec.# _____
 Co-Applicant _____ Email _____ Soc. Sec.# _____
 Billing Address _____ Rent Own Yrs _____
 City _____ State _____ Zip _____ Home Phone _____
 Delivery Address _____ City _____ State _____ Zip _____
 Previous Address _____ Yrs _____
 Applicant's Employer _____ Address _____
 # Years with Co. _____ Position _____ Work Phone _____
 Co-Applicant's Employment _____ Address _____
 # Years with Co. _____ Position _____ Work Phone _____
 Landlord _____ Phone _____
 Emergency Contact _____ Address _____ Phone _____
 MIMO Acct # _____

Heat Type: Steam HW baseboard Warm Air # Zones _____
 HW Type: Oil Gas Elect Indirect Tankless
 Product _____ Fill Location _____ Automatic Delivery Other _____
 Tank Capacity _____ Tank is: In Out Underground
 Annual Usage _____ K Fact _____ Gallons in Tank _____ DD Due _____ Hw Gal. _____
 # Heated Rooms _____ # Residents _____ Heating Equip. Manu. _____ Central AC: Yes No
 Service Plan: Silver Gold Other Service Start Date _____ Service Included in Budget Plan: Yes No
 Budget Plan: Amount _____ /month Start Date _____ 1st Payment Date _____ Previous Supplier _____
 SPECIAL INSTRUCTIONS _____



PROMOTION _____

The Federal Equal Credit Opportunity Act prohibits us from discriminating against you in any way in the granting of credit. The federal agency which administers compliance with this law is the Federal Trade Commission, Washington, C.C. 20580. We have given to you and you acknowledge receipt of a complete description of the terms of our Retail Credit Agreement and our Billing Error Rights, which appear on page 2 of this form.

Pricing: For the Period _____ through _____ ("Pricing Period"), Company will deliver fuel to you at a capped variable price of \$ _____ per gallon plus applicable taxes. Company has secured in advance the estimated amount of heating oil required to meet your needs during the Pricing Period. For this consideration, you agree to purchase your heating oil exclusively from Company at the price indicated above during the Pricing period, maintain your account on automatic delivery and remit all outstanding balances when due. The contract agreed upon price will expire at the end of the Pricing Period without further notification, and subsequent deliveries will be made at the prevailing retail price in effect at the time of delivery. Should you cancel your account for any reason, remove your account from automatic delivery, or fail to pay your bill within agreed upon terms over the period of this contract price agreement, you will be charged an early termination fee of \$300 in addition to any outstanding balance you may owe. Variable price customers are subject to a \$200 termination fee.

IMPORTANT TERMS AND CONDITIONS OF THE SALE AND PURCHASE ARE SET FORTH ON THE BACK OF THIS PAGE ARE PART OF THIS AGREEMENT.

BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I/We acknowledge receipt of the notice of Billing Rights on the back of this page. Everything I/ We have stated in this application is correct to the best of my / our knowledge. I/We understand that you will retain this application whether or not it is approved. You are authorized to check my / our credit and employment history and to answer questions about your credit experience with me / us.

Applicant Signature _____ Date _____ Sales Representative _____ # _____ Date: _____

Co-Applicants Signature _____ Date _____ Sales Representative _____ # _____ Date: _____

www.BrinkersEnergy.com

White (Sales Rep)

Canary (Customer)

Pink (Office)

RETAIL FUEL DELIVERY AND SERVICES AGREEMENT
Terms and Conditions

1. Parties. In these Terms and Conditions the words we, us, our and ours mean the **Seller**. The words you, your and yours mean each and every Buyer or Applicant.

2. Deliveries: Fuel deliveries will be made to you on an automatic delivery basis at the pricing disclosed on the front of this Agreement, and subject to these terms and conditions and those on the front of this Agreement. A meter-printed delivery ticket will be left each time a delivery is made. You agree to accept each delivery and to pay the full amount shown on each delivery invoice in full within thirty (30) days after the fuel is delivered to you.

3. Non Delivery Conditions: We will not be responsible for failure to deliver fuel for any of the following reasons: fuel shortages, scarcity of labor, delay in deliveries by our suppliers, embargoes, strikes, riots, accidents, disorders, Acts of God, acts of any type by any governmental authority, or for any reason beyond our reasonable control. We will not be responsible for damages for failure to deliver fuel to vacant or unattended premises (in this agreement, the term "vacant or unattended premises" shall mean premises at which no adult occupant is present for at least twenty-four (24) consecutive hours). In each and every case, we have the right either to cancel or to postpone any delivery without any liability whatsoever.

4. Service Contract. If you have a service contract with us, you will pay the invoice in full within thirty (30) days.

5. Services Charges: If we perform service work for you, which are not covered by any type of service contract, warranty or guarantee, we will mail you an invoice which shall cover both parts and labor, and you agree to pay it in full within thirty (30) days.

6. Billing: If you have not paid an invoice for fuel, services and/or a service contract in full within thirty (30) days, we will send you a statement ("Monthly Statement") showing the amounts due for deliveries, service charges and any other amounts due for more than thirty (30) days. We will charge you a \$20.00 fee for all returned checks (\$10 for budget customers in the State of Massachusetts).

7. When a late charge will be added: If we do not receive payment in full of the NEW BALANCE on your Monthly Statement on or before the PAYMENT DUE DATE, a LATE FEE will appear on your next Monthly Statement and will be added to your NEW BALANCE on that Monthly Statement.

8. The LATE FEE is computed by a "Periodic Rate" of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%. We will figure the late fee on your account by the Adjusted Balance Method. In no event will the late fee charge be more than what the law allows.

9. How to avoid Late Fee Charges: If payment in full of the NEW BALANCE on your Monthly Statement is received by us on or before the PAYMENT DUE DATE, no LATE FEE will be added to your next Monthly Statement.

10. Collection Costs: If we hire an attorney to collect your outstanding balance, you agree to pay, in addition to your balance, all costs of collection as permitted by law, including without limitation, reasonable attorneys' fees.

11. Irregular Payment and Delay in Enforcement: We can accept late payments, partial payments or payments 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 any of our rights under this Agreement.

12. Amendment or Changes: We can change this Agreement, including the LATE FEE and ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 30 (**90 days in New Jersey**) days' written notice before the beginning of the billing period in which the change becomes effective.

13. Cancellation: We or you can cancel your account at any time on 30 days written notice. You agree to remain responsible for all contractual promises and purchases made by you before the 30-day period expires and for the early termination fee, if any, due pursuant to the pricing outlined on the front of this Agreement. We agree to honor our pricing promises to you, provided that if we deem your credit unsatisfactory, or if you fail to make a payment on time, we may suspend deliveries and service under this Agreement or terminate this Agreement with or without notice and without further responsibility.

14. I/We hereby consent, understand and authorize HOP Energy (HOP): affiliates, branches, divisions and assigns to investigate all information provided for the purpose of the extension of credit on an on-going basis. HOP may order a consumer credit reports in connection with this application for the extension of credit in connection with any updating, reviewing or modifying the existing or future extension of credit.

YOUR BILLING RIGHTS

This notice contains important information about your rights and 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 the address listed on your bill as soon as possible. We must hear from you no later than 60 days after we sent 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: a) Your name and account number. b) The dollar amount of the suspected error. c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days [**60 days in Maryland**], 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 you question, including LATE Fees, 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 any LATE Fees related to any questioned amount. If we didn't make a mistake, you may have to pay LATE Fees, 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 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 ten 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 don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.