

# Cota & Cota, Inc. Information for setting up an account (Account Application)



**Main Office:** 4 Green Street, Bellows Falls, VT 05101 (802) 463-0000, Fax: (802) 460-3429  
**Brattleboro:** 584 Putney Road, Brattleboro, VT 05301 (802) 254-0000, Fax: (802) 246-1312  
**Jamaica:** 2097 VT Route 30, Jamaica, VT 05343 (802) 297-0000, Fax: (802) 874-7124  
**Ludlow:** 7 Main Street, Ludlow, VT 05149 (802) 228-8866, Fax: (802) 228-8845  
**Manchester:** 31 Memorial Avenue, Manchester, VT 05255 (802) 362-1941, Fax: (802) 366-1943  
**Springfield:** 65 Route 106, North Springfield, VT 05150 (802) 886-3200, Fax: (802) 886-2035  
**White River Jct.:** 8 Barnes Avenue, White River Jct., VT 05001 (802) 295-0000, Fax: (802) 359-1088

**(888) COTA-OIL    www.cotaoil.com**

Account # \_\_\_\_\_  
 Transfer From \_\_\_\_\_  
 Account # \_\_\_\_\_

**Name / Guarantor:** \_\_\_\_\_  
**Co-Guarantor:** \_\_\_\_\_  
**Delivery Address:** \_\_\_\_\_  
**Town, State, Zip:** \_\_\_\_\_

**Bill to or Company name (if applicable):** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
**Town, State, Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Work Phone:** \_\_\_\_\_

**Local Phone:** \_\_\_\_\_

**Cell or Emergency Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

GO GREEN! RECEIVE EMAIL STATEMENTS. ONLINE CUSTOMER PORTAL IS QUICK, SECURE, & CONVENIENT.

Please send me paper statements & promotions via U.S mail.

**My previous energy supplier:** \_\_\_\_\_

**How did you hear about Cota & Cota?** \_\_\_\_\_

Own     Rent As of (date) \_\_\_\_\_

**Landlord/Caretaker:** \_\_\_\_\_

**Landlord/Caretaker Phone:** \_\_\_\_\_

For All Transactions     For First Transaction Only

**My Employer is:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

**Co-Guarantor Employer:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

**Name on Credit Card:** \_\_\_\_\_

**If paying by Credit Card #:** \_\_\_\_\_ **Expires:** \_\_\_\_\_ **CCV#** \_\_\_\_\_

**Previous Address (if less than 2 years):** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Product(s) and service(s) may not be limited to the product(s) and service(s) selected. Pending credit approval (reference the Company's Service Policy Brochure).**

**HEATING OIL** for underground/en-closed tank(s) for temperatures above 20° F.

**Delivery Status Preference:**  
 Automatic     Will Call     Hot Water/Heat  
 Heat (no domestic hot water)

**Tank Size:** \_\_\_\_\_ **Annual Usage:** \_\_\_\_\_  
 Empty     1/4     1/2     3/4     Full

**Tank Information:**  
 Above Ground     Underground

**Appliance(s):**  Boiler     Furnace  
 Oil Fired Water Heater  
 Other: \_\_\_\_\_

**PROPANE GAS** \*All propane deliveries are automatic unless the tank is Customer owned\*

**Tank Size(s):** \_\_\_\_\_  
**Annual Usage:** \_\_\_\_\_ **Tank %:** \_\_\_\_\_

**Tank Information:**  
 Above Ground     Underground  
 Customer Owned Tank\* ( Auto  Will Call)

**Appliance(s):**  Range/Cooking     Dryer  
 Boiler     Space Heater     Furnace  
 Water Heater     Other: \_\_\_\_\_

**KEROSENE** for outside tank(s).

**Delivery Status Preference:**  
 Automatic     Will Call     Hot Water/Heat  
 Heat (no domestic hot water)

**Tank Size:** \_\_\_\_\_ **Annual Usage:** \_\_\_\_\_  
 Empty     1/4     1/2     3/4     Full

**Tank Information:**  
 Above Ground     Underground

**Appliance(s):**  Boiler     Furnace  
 Water Heater     Space Heater  
 Other: \_\_\_\_\_

**SERVICES:**

- Total Care™     Comfort Care™     Hourly Service
- Commercial Service     Plumbing Service
- Guardian™ Alarm Service     Nordic Care™

Yes I do     No I do not currently have any outstanding judgment or filed for bankruptcy, had a debt adjustment plan confirmed under Chapter 13, had property foreclosed upon or repossessed in the last seven (7) years or a party to a lawsuit. If yes, attach details. (1) Do not sign this agreement if any of the spaces intended for the agreed terms are left blank. (2) I am entitled to a copy of this agreement at the time I sign it. (3) I may, at any time, pay off the full unpaid balance under this agreement. (4) I may cancel a purchase under this agreement if it has been consummated by a party thereto at a place other than the address of seller which may be his main office or branch thereof: provided I notify the seller in writing at his main office or branch by ordinary mail posted by telegram sent or by delivery, not later than midnight of the third business day following a purchase under this agreement.

**GUARANTOR NAME PRINTED:** \_\_\_\_\_

**GUARANTOR'S SIGNATURE:** \_\_\_\_\_

**CO-GUARANTOR'S NAME PRINTED:** \_\_\_\_\_

**CO-GUARANTOR'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MOTOR FUELS:**

- Ultra Low Sulfur Diesel (On Road)    Tank Size(s): \_\_\_\_\_
- Low Sulfur Dyed Diesel (Off Road)    Tank Size(s): \_\_\_\_\_
- Gasoline    Tank Size(s): \_\_\_\_\_     Vehicle Maintenance

**KEY CLUB:**     Bellows Falls     Jamaica     Windsor

**The Company reserves the right on sixty (60) days' written notice to the Customer at any time during the time of this Agreement to alter the terms, policies, conditions, product availability, credit terms, rental charges, cash discounts, and labor charges. The Company shall give notice to the Customer by periodically delivering an updated "Service Policy Brochure" for current information regarding these matters.**

**THIS IS MY ORDER:** I wish to purchase heating fuel, propane gas, and/or other products and services and I agree to make payment in accordance with Cota & Cota, Inc.'s REGULAR or BUDGET or PRE-BUY or PRIOR BALANCE PAY or C.O.D plan. I would also like any other services that I may need subject to your acceptance. **Credit terms as approved. \*See page 2 for details.**

ACCEPTED FOR THE COMPANY

Credit Manager: \_\_\_\_\_

Signature Dated: \_\_\_\_\_

Regular     Prior Balance Pay     Budget  
 C.O.D.     Pre-Buy     Price at Office  
 Application Denied

Contact Person: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS AGREEMENT IS BINDING ON COMPANY ONLY AFTER IT IS ACCEPTED BY AN AUTHORIZED REPRESENTATIVE. NOTE THAT PROVISIONS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE.**

**SEE PAGE 2 FOR IMPORTANT NOTICE. A FAX MAY SERVE AS ORIGINAL.**

## AUTHORIZATION:

I/We authorize you or your designee to investigate the references and other data furnished by me/us or any other person pertaining to my/ our credit responsibility. I/We certify that the information on this application is true and correct and made for the purpose of obtaining credit, and/or opening an account. This information may be used in collection of debts owed by me/us in the future. A Fax may serve as original.

## TERMS

Applicability: All terms and agreements, "Company" refers to Cota & Cota, Gay's Fuel Service, Kearley Fuels, Parker Oil, and any and all other subsidiaries. The intent of this agreement is to enable Company to make service available to you on an economical basis as described in Company's Service Policy Brochure, and to arrange for payment for heating fuel and/or service or equipment (not covered by COMFORT CARE™, TOTAL CARE™, A/C NORDIC CARE™) in accordance with Company's Revolving Credit Agreement or COMFORT CARE™, TOTAL CARE™, A/C NORDIC CARE™ Plan. This agreement is subject to acceptance by an authorized representative of Company. In the event any work is necessary prior to acceptance it will be billed at Company's standard rates.

COMFORT CARE™, TOTAL CARE™, A/C NORDIC CARE™ may be cancelled by either party on 30 days' written notice. COMFORT CARE™, TOTAL CARE™, A/C NORDIC CARE™ will automatically be renewed on an annual basis unless and until cancelled by either party on 30 days' written notice. If you wish to be billed on a budget basis, Company will estimate your heating fuel needs and you will be billed in equal ten (10) monthly payments. Payment is due upon receipt of the budget letter/reminder. The amount of each payment is subject to change (of which you will be advised) due to increased usage and/or price fluctuations. If you are a budget customer and you have also signed up for COMFORT CARE™, TOTAL CARE™, A/C NORDIC CARE™, the charge(s) may be added to your budget billing, as appropriate. If you pay the budget as agreed, no additional charges for this courtesy will be imposed. However, budget customers who do not pay according to terms may, at Company's option, be converted to a Revolving Credit Agreement and thereby become subject to imposition of a FINANCE CHARGE.

## REVOLVING CREDIT AGREEMENT

Terms - Payment due upon receipt of Invoice. To avoid the imposition of FINANCE CHARGES pay the New Balance within 30 days (28 days for February statements) from Closing Date of your periodic statement. If the payment is not made, the undersigned authorizes Company to impose a FINANCE CHARGE by applying a periodic rate of 1-1/2% PER MONTH (18% PER ANNUM), and balances in excess of \$500.00, a FINANCE CHARGE of 1% PER MONTH (12% PER ANNUM) on my/our account, excluding current purchases.

I/We understand that if I/We do not pay this account in accordance with the stated terms, I/We may become obligated to pay the costs of collection, including reasonable attorney fees, as permitted by law.

New Hampshire Statutes-Notice of Lien for Labor and Materials Title XLI Chapter Section 447:2 Notice is hereby given that Company, 4 Green Street, Bellows Falls, Vermont 05101 does assert a lien against the real estate of the person who is signing said contract and upon which real estate improvements that have been made by Company, by virtue of a contract with an agent, contractor or subcontractor of the owner. This notice is given pursuant to the NH Statutes Title XLI 447:5 that a lien may be claimed on material furnished to said property if prior notice is given. Vermont Notice is being given pursuant to 9 V.S.A. #1921 for the last of the materials furnished to said property.

## CREDIT TERMS

**REGULAR ACCOUNT** : Your payment status has been approved as a Regular payment status. Net 30 days to pay your invoice from the date of service. This account status type is subject to a cash discount for deliveries if paid within ten days of delivery in accordance with Company's Service Policy Brochure.

**BUDGET ACCOUNT** : Your payment status has been approved as a Budget payment status. All Budget payments are due by the tenth of each Budgeted month in accordance with Company's Budget contract. Net 30 days to pay invoices from the date of service in accordance with Company's Service Policy Brochure.

**PRE-BUY ACCOUNT** : Your payment status has been approved as a Pre-Buy payment status. Net 30 days to pay invoices from the date of service in accordance with Company's Service Policy Brochure.

**PRIOR BALANCE PAY ACCOUNT** : Your payment status has been approved as a Prior Balance Pay payment status. Net 30 days to pay invoices from the date of service in accordance with Company's Service Policy Brochure. If account requires services before the net 30 days, all deliveries & services are automatically put on hold until the account is paid in full. This account status type is subject to a cash discount for deliveries if paid within ten days of delivery in accordance with Company's Service Policy Brochure.

**C.O.D. ACCOUNT** : Your payment status has been approved as a C.O.D. payment status. This means that your account is cash on delivery. All payments for deliveries and/or services are due in Company's office prior to receiving any deliveries and/or services. If payment is made by check, the delivery and/or service will be made when the check clears. If payment is made by cash or credit card, the delivery will be provided on our next scheduled delivery date for your area. If you require a delivery before we are scheduled for your area, you may be subject to delivery fees. In the event there is a special circumstance where payment for services cannot be made prior, payment for that service is due upon receipt of invoice. All deliveries under this payment status are on a will call basis. This payment status type is subject to a cash discount for deliveries when paid for within ten days of receipt of delivery in accordance with Company's Service Policy Brochure.

LPG C.O.D. Account : See Service Policy Brochure or VT rule CP-111

## EXCLUSIONS

Company reserves the right on sixty (60) days' written notice to Customer at any time during the time of this Agreement to alter the terms, policies, prices, conditions, product availability, credit terms, rental charges, cash discounts, and labor charges. Company shall give notice to Customer by periodically delivering an updated "Service Policy Brochure" for current information regarding these matters.

Company reserves the right to reject any fuel burner unit from coverage. This agreement specifically DOES NOT COVER those specific exclusions as noted in the Service Policy Brochure.

This agreement does not cover burners using over three (3) gallons of fuel per hour; nor does it cover damage by water in the cellar or other external causes, or repairs to a burner which has been serviced by other than authorized agents of Company during the service period. Company shall not be liable for incidental or consequential damages resulting from its failure to perform its obligation under the Plan, and Company shall not be liable for damage to equipment or to premises not caused by its negligence.

Work performed before acceptance will be billed at Company's current rate.

Company may suspend service if the account holder fails to make payment pursuant to this agreement or to otherwise perform his obligations as set forth herein. Company shall not be responsible for damage due to flood, freezing, lack of supplies, loss of heat, fire, or other causes beyond its control similar or dissimilar to the aforementioned.

## NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**Cota & Cota**