

Application



ACCOUNT INFORMATION

Name _____

Billing Address _____
Street, City, State, Zip

Delivery Address _____
Street, City, State, Zip

Phone - please indicate which number is best to call

Work _____ Cell _____ Home _____

Email Address _____ I Own Rent this property

If you own, is the deed under the name above? yes no

If no, please provide Name _____ Phone # _____

If renting, provide Owners Name _____ Phone # _____

Fuel Delivery: Automatic Will Call (\$500 deposit required in advance)

OIL EQUIPMENT INFORMATION

Current Fuel/Service provider _____ Customer is responsible to notify current provider

Heating System Type Hot Water Boiler Steam Warm Air Hydro Air

Water Heater System Coil (off system) Storage Tank Oil Fired Hot Water Heater Natural Gas
 Electric Propane
 Pool Other _____

Are you interested in a Maintenance Plan? Heating Cooling Water Heater Humidifier Dehumidifier

Would you like to buy/lease a Gremlin monitoring system? Yes No

How many burners do you have? _____ Heating _____ Hot Water _____ Oil Tank Size

Requesting delivery of Heating Oil Diesel Fuel Off Road

Oil Tank Age _____ Last Burner Cleaning Date _____

Last Delivery Date _____

Last Year Usage _____

Square Footage of Home _____

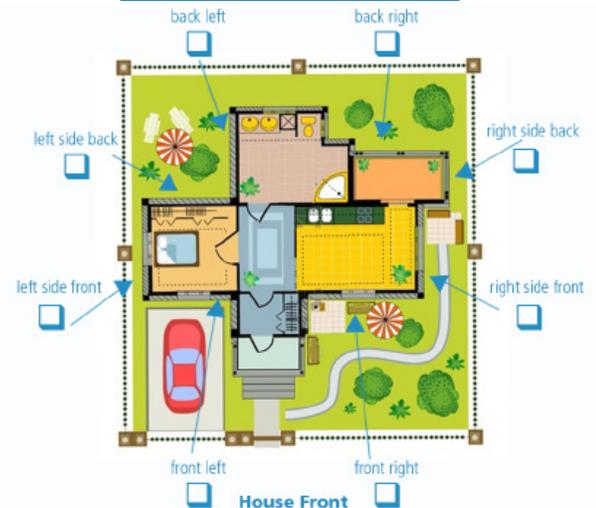
Oil Tank Location

Basement Garage Underground Above Ground

Delivery Instructions

- _____
- _____

OIL TANK FILL LOCATION



Application

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PROPANE EQUIPMENT INFORMATION

Do you own your propane tank? Yes No

Current Fuel provider _____ Customer is responsible to notify current provider

Propane Applications Heat Hot Water Dryer Fireplace

Stove Generator Pool Other _____

Would you like to buy/lease a Gremlin monitoring system? Yes No

Tank Size _____ Number of Tanks _____

Propane Tank Location Above Ground Below Ground

If you have a generator, please indicate size and model

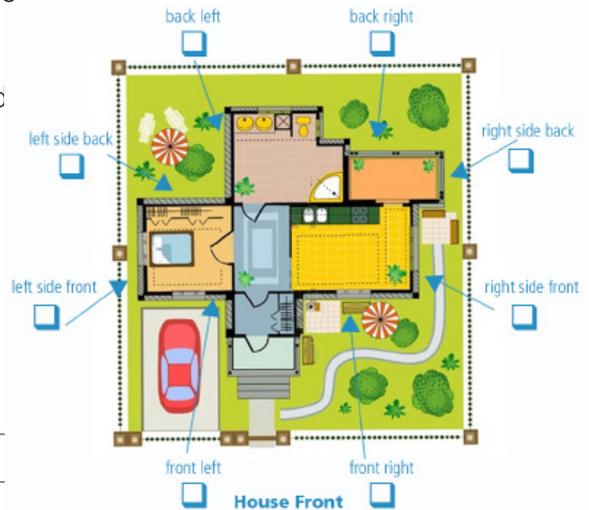
Last Delivery Date _____ Last Year Usage _____

Square Footage of Home _____

Delivery Instructions

- _____
- _____

PROPANE TANK FILL LOCATION



PREFERRED BILLING PLAN ACH Credit Card and Monthly Budget Plan Auto-Pay

ACH Account # _____ Routing # _____

Credit Card# _____ Exp. Date _____ CVV# _____

Name on Card _____ House # _____ Zip _____

Visa Mastercard American Express Discover

NETE's policy is to have a Credit Card or ACH on file. If not on budget plan, payment will be deducted after delivery.

I authorize NETE to charge my Visa, MasterCard, Amex, Discover or ACH internally.

Name: _____

Billing Address: _____

City/State/Zip _____

It is the customer's responsibility to inform New England Total Energy of any credit card updates.

I have read and accept New England Total Energy's Terms and Conditions.

Customer Signature _____ Date _____

Print Name _____

Referred by Internet Newspaper Friend Other _____



PURCHASES

New England Total Energy will deliver, subject to the conditions described in "Non-Delivery Conditions", fuel oil at our established price. Deliveries will be made to you, on an automatic degree day basis, unless otherwise noted on this Agreement. A meter-printed ticket will be left each time a delivery is made. You agree to accept each delivery and to pay the amount due on your statement/invoice within 15 days from the billing date.

NON-DELIVERY CONDITIONS

New England Total Energy will not be responsible for any failure to deliver fuel oil which is scheduled for delivery 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. In each and every case, New England Total Energy has the right to either cancel or postpone any delivery without any liability whatsoever. If New England Total Energy, Inc. deems the customer's credit unsatisfactory, or in the event of non-payment of any bill due, New England Total Energy may automatically suspend deliveries, pricing contracts, and service under this order to terminate the order with or without notice and without further responsibility.

SERVICE PLAN AGREEMENT

If you have a Service Plan Agreement with New England Total Energy, you may also charge the price of the Service Plan Agreement to your credit account with us. If you do so, you agree to pay the full amount of the contract within 15 days of the statement/invoice on which this charge appears.

SERVICE CHARGES

If you require service work, including parts and/or labor, which is not covered by the Service Plan Agreement, warranty or guarantee, you agree to pay for this billable service by paying the service invoice which is mailed to you directly after the service is performed or charge this amount to your charge account with us. If you do add this to your charge account, you agree to pay the full amount due for this service work within 15 days of receipt of the billable service invoice on which this charge appears.

FINANCE CHARGES

You agree that if you fail to make payments within 15 days of the statement/invoice, then you will pay a FINANCE CHARGE to be added to your account at the end of the first monthly billing cycle following the month in which those charges are incurred. The FINANCE CHARGE is calculated at the rate of .0493% per day (1.5% monthly or 18% annually), or the highest interest permitted by law, whichever is lower. You agree that if you fail to pay the amount when due under the terms of this Agreement, default will have occurred. If you are in default, New England Total Energy can demand immediate payment of your outstanding balance. You agree that if New England Total Energy or its assignees hire an attorney or collection agency to collect your outstanding balance, you will have to pay all costs of collection. These costs will include Court fees, Sheriff's fees and reasonable attorney or assignee fees.

WAIVER OF SUBROGATION

New England Total Energy and the Customer each hereby waive any and all rights of recovery against each other, including our officers, members, agents and employees, occurring on or arising out of this Agreement, the delivery of heating oil and any system maintenance or repair at your premises to the extent such loss or damage is covered by proceeds received from casualty, homeowners or other insurance carried by the other party. The party sustaining such loss shall have no right of recovery against the other party; or the agents, servants, or employees of the other party; and no third party shall have any right of recovery by way of subrogation or assignment or otherwise. New England Total Energy and the Customer shall each indemnify the other party against any loss or expense, including reasonable attorney or assignee fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto.

IRREGULAR PAYMENT & DELAY OF ENFORCEMENT

New England Total Energy can accept late payments, partial payments or payments marked "payment in full" without losing any of our rights under this Agreement. New England Total Energy can also delay enforcing our rights under this Agreement without losing any of our rights under this Agreement.

CANCELLATION

We or you can cancel your account at any time on 30 days written notice. If you have a price contract, we retain our rights to enforce that contract. You agree to remain responsible for payment for all purchases made before the 30 days period expires. We also have the right to cancel your account without notice if you fail to make payments on time. New England Total Energy may order a consumer report in connection with this application and subsequent consumer reports in connection with updating, renewing existing, or future extensions of credit. Upon your request, New England Total Energy will provide the name and address of the consumer credit reporting agency furnishing such a report to us.

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, D.C., 20580.

Your signature on the enrollment form constitutes your acceptance of all the terms and conditions set forth herein. There shall be no changes, verbal or written, accepted to the terms and conditions set forth herein.

NOTICE TO BUYER

(a) Do not sign this Credit Agreement before you read it or if it contains any blank spaces; (b) you are entitled to a completely filled in copy of this Credit Agreement.