



1460 Whitehall Road
 Muskegon, MI 49445
 877-469-3726/231-719-4490
 231-719-4491 fax
 wescoenergy@wescoinc.com

Form: 1001
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WESCO ENERGY CREDIT APPLICATION

Last Name:		First Name & Middle Initial:		Social Security:	
				Date of Birth:	
Spouse's Last Name:		Spouse's First Name & Middle Initial:		Spouse's Social Security:	
				Date of Birth:	
Delivery Street Address:			Home Phone:		
			Work Phone:		
			Cell Phone:		
City:	State:	Zip:	Ownership Status: <input type="checkbox"/> Own <input type="checkbox"/> Rent		
Billing Address:	City:	State:	Zip:		
Email Address:					

Home Heating Fuel <input type="checkbox"/> #2 FO <input type="checkbox"/> #1 FO <input type="checkbox"/> Kerosene <input type="checkbox"/> Propane	Tank Size:
Do you supplement your heating needs with other sources? <input type="checkbox"/> Yes <input type="checkbox"/> No Type:	

Years lived at current address:		Years lived at previous address:			
Previous Address	Street:	City:	State:	Zip:	
Current Employer	Current Employer & Address:	City:	State:	Years with this employer:	
Current Employer (Spouse)	Current Employer & Address:	City:	State:	Years with this employer:	

Have you ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No

WESCO may make any fuel deliveries into the equipment whether or not Customer is then present, and Customer (defined below) agrees to pay for such deliveries even though the delivery ticket has not been signed by (or for) the Customer.

The undersigned ("Customer") hereby accepts notice and authorizes WESCO to obtain a credit report and verify employment to access credit worthiness and limits from time to time. Customer has read and agrees to the credit terms on the back of this page and has retained a copy of such credit terms.

Customer: _____

Date: _____

Customer: _____

Date: _____

DISCLOSURE OF WESCO ENERGY CREDIT TERMS & AGREEMENT

Credit Agreement

1. Delivery – WESCO will deliver propane to the Customer in accordance with the WESCO Energy Propane Supply Agreement And Equipment Lease (“Supply Agreement”).

2. Payment – A metered delivery ticket/invoice (“Ticket”) will be left for Customer at Customer’s delivery location (defined on the reverse side hereof) or mailed after each delivery. The Ticket will show the number of gallons delivered, price per gallon and amount due for the delivery. This is to be paid by Customer in accordance with the payment terms on the Ticket. Payment must be made within 21 days from the date of the Ticket (“Due Date”). Any amount not paid on or before the Due Date shall be past due and subject to a Finance Charge (defined below). Non-compliance with payment terms may result in revocation of credit privileges. Deliveries on credit will not be made to Customers having a past due account. Customers on a budget billing plan will pay only their budget payment amount and retain the Ticket for your records. Chargeable service calls for repairs or maintenance will be billed to the Customer’s fuel account and require the same method of payment.

3. Statements – WESCO will send a monthly statement to Customers showing amounts due which will show the past due amount as well as Customer’s current month’s purchases, any incurred FINANCE CHARGES, and the time in which payment should be made.

4. Default – A default will occur upon the occurrence of any of the following: (a) failure to make a payment on the Due Date; (b) failure to comply with any terms of this Credit Application or Supply Agreement; or (c) if Customer becomes insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, or a reorganization, arrangement or creditor composition proceeding (each a “Default”).

5. Remedies – In the event of a Default, WESCO may in its sole discretion without prior notice to Customer (a) declare the balance due and owing immediately due and payable; (b) charge a finance charge of 1.5% per month on the outstanding balance for each month the balance remains unpaid; (c) terminate the Supply Agreement and this Agreement; and (d) exercise any one or more rights and remedies granted to WESCO under applicable law. Further, the Customer shall be required to reimburse WESCO for any and all costs and expenses (including without limit, court costs, legal expenses and reasonable attorney’s fees, if suit is instituted, whether at the trial court level, appellate level, in a bankruptcy, probate, administrative proceeding or otherwise) incurred in collecting or attempting to collect the balance owed. Any failure by WESCO to exercise any right under this Agreement or the Supply Agreement, including the right to accelerate the balance, shall not constitute a waiver of the right to exercise such right while the default continues or upon another default.

6. Amendment or Changes - WESCO may change this Agreement including but not limited to the FINANCE CHARGE and the ANNUAL percentage rate, at any time, providing we give you at least 30 days notice before beginning of the billing period in which the changes become effective.

7. Tenant Policy – It is our company policy to require a deposit to be held in a non-interest bearing account until such time that the account is closed. Once the service is terminated, the deposit will be refunded or applied to any outstanding balance remaining on the account.

Statement of Fair Credit Billing Right

IN CASE OF ERRORS OR INQUIRES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the Act here is what to do if your bill is wrong or if you need more information about an item on your bill.

A. Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following

- i. Your name and account number (if any)
- ii. A description of the error and an explanation (to the extent you can explain) why you believe it is an error.

If you only need more information, explain the item you are not sure about and if you wish ask for evidence of the change such as a copy of the delivery slip. Do not send in your copy of a sales slip or other document unless you have a copy for your records.

iii. The dollar amount of the suspected error.

iv. Any other information (such as your address) which you think will help us identify you or the reason for your complaint or inquiry.

B. Send your billing error notice to the address on your bill which is listed after the words “Send inquires to” or similar wording. Mail it as soon as you can, but in any case early enough to reach us within 60 days after the bill was mailed to you.

2. We must acknowledge all letters pointing out possible errors within 30 days of receipt unless we are able to correct your bill during that 30 days. Within 60 days after receiving your letter, we must either correct the error or explain why we believe the bill was correct. Once we have explained the bill we have no further obligation to you even though you still believe that there is an error except as provided in paragraph 5 below.

3. After we have been notified, neither we nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute but periodic statements may be sent to you and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. However you remain obligated to pay the parts of your bill not in dispute.

4. If it is determined that we have made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that we have not made an error, you may have to pay finance charges on the amount in dispute and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe, and if it is determined that we did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.

5. If our explanation does not satisfy you and you notify us in writing within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures, but we must also report that you think you do not owe the money and we must let you know to whom such reports were made. Once the matter has been settled between you and us we must notify those to whom we reported you as delinquent of the subsequent resolution.

6. If we do not follow these rules we are not allowed to collect the first \$50 of the disputed amount and finance charges even if the bill turns out to be correct.

7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them if you first try in good faith to return them or give the merchant a chance to correct the problem.