



Energy & Home Comfort Specialists

Since 1950

Earl Rosebush Fuels
4026 Old Hwy #2 East
Belleville, ON
K8N 4Z4

Belleville (613) 966-1372
Kingston (613) 548-4265
Cobourg (905) 373-8573
Campbellford (705) 653-3537
Fax (613) 967-9920

www.rosebushfuels.com

Email:contactus@rosebushfuels.com

Heating Fuels Agreement

Earl Rosebush Fuels agrees to supply your entire requirements of fuel at your residence for the heating season ending May 31 next year and for subsequent heating seasons thereafter at our prevailing tank wagon price at time and place of delivery. This agreement will automatically continue from year to year but may be terminated by either party by written notice given 30 days prior to May 31 in any year.

We will fill your tank from time to time without order so as to maintain an adequate reserve of home heating fuel. However, should the reserve fall to an abnormal low or should there be any alteration in your building, storage tank capacity or fuel requirements, we should be advised immediately. We reserve the right to inspect your heating system at any time and refuse delivery if in our opinion your heating system does not meet applicable installation codes or safety requirements.

Earl Rosebush Fuels shall not be liable for failure to supply fuel hereunder if prevented by acts of God, fire, equipment failure, labour disturbances, impassable roads, impassable driveways, shortages of fuel or any other cause reasonably beyond our control. In the event of shortages, Earl Rosebush Fuels reserves the right to allocate supply as it sees fit amongst its customers. Earl Rosebush Fuels shall not be liable for injury or damage to persons or property resulting from the existence and operation (deficient or otherwise) of your fuel burner, heating system, fuel supply system or fuel storage container. Further, we shall not be liable for any damage caused by heating equipment failure while your residence is vacant nor for any special or consequential damages resulting from our failure to perform hereunder. Further, inspections completed of your heating system to satisfy Government requirements are performed without warranty to anyone implied or otherwise, remain the property of Earl Rosebush Fuels, are valid only when purchasing fuel from Earl Rosebush Fuels, are valid only when fuel/heating systems are annually maintained, are not valid for use by anyone other than Earl Rosebush Fuels and reflect the opinion of the technician based on only what was visible on the date and time of the inspection. Further, Earl Rosebush Fuels shall not be liable for any damage caused to driveways, lawns, gardens or other property from delivery operations.

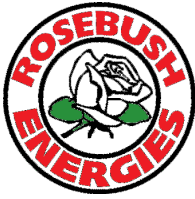
From time to time this agreement may be modified or updated and the terms of the new agreement will take effect on June 1st following the modification. The most up to date agreement is available from our office or online at www.rosebushfuels.com.

Terms – Payment is due upon receipt of delivery. Balances not paid according to Terms are subject to a credit charge at a rate of 3.0% per month (36% per annum), compounded monthly. If an account becomes overdue, automatic delivery of fuels may be suspended or this agreement may be terminated without notice. In the event that a past due account is submitted to an agency or agent for collection an additional administration fee (30% of the unpaid balance) will be applied to the account.

This offer, together with the signed and approved Credit Application constitutes an Agreement between us for your supply of home heating fuels.

I _____ have read the terms and conditions of this agreement and accept your offer to supply my entire requirements of home heating fuel. I personally guarantee to make payments within the terms shown above or as arranged from time to time with your Credit Department. I also agree that Earl Rosebush Fuels may make investigations of my credit standing as are deemed necessary at any time including obtaining a consumer report from a consumer reporting agency and may exchange credit information. Earl Rosebush Fuels reserves the right to limit or withdraw credit at any time at its discretion and to alter the rate of credit charge payable on unpaid balances.

Date _____ 20_____ Customer Signature _____



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Credit Application

A fully completed application will help us to serve you more quickly.

ACCOUNT NUMBER: _____

Name:	Mr. Mrs. Miss Ms. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Mailing Address:	Number	Street	
	City	Province	
	Postal Code	Phone	
Delivery Address:	Number	Street	
	City	Province	
	Postal Code	Phone	
Yrs. At Present Address	Former Address if less than 1 year		
Social Insurance Number		Email	
Own Home <input type="checkbox"/> Rent Home <input type="checkbox"/>	Landlord Name		Landlord Phone
Date of birth	Marital Status	# of Dependents	Spouses Name
Employed By	Address		Phone
No. of Years	Position		Permanent <input type="checkbox"/> Temporary <input type="checkbox"/>
Previous Employer if less than 1 year.	Address	No. of Years	Position
Spouse Employer	Address	No. of Years	Position
Bank	Address	Loan <input type="checkbox"/>	Savings <input type="checkbox"/> Chequing <input type="checkbox"/>
MasterCard	Account No.	Expiry Date	
Visa	Account No.	Expiry Date	
American Express	Account No.	Expiry Date	
Other	Account No.	Expiry Date	
Mortgage Company	Account No.	Address	

I _____ hereby certify this information to be true.

Date _____ 20_____ Customer Signature _____



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Payment Plan Preferred Monthly Prepay Credit Card Pre-Authorized Debit Equal Billing

Equal Billing Method Credit Card Pre-Authorized Debit Post Dated Cheques

Requested Monthly Payment Amount \$ _____

Heating Fuel Required Heating Oil Propane Both

Service Plan Application Yes No

Condition of Equipment Inspected Needs Inspection

Storage Tank 1 Information Oil Propane Inside Outside Size _____ Fill/Tank Location # _____
Estimated Volume In Tank E 1/4 1/2 3/4 F

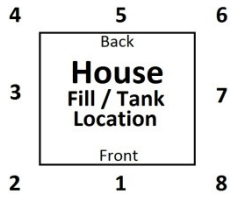
Storage Tank 2 Information Oil Propane Inside Outside Size _____ Fill/Tank Location # _____
Estimated Volume In Tank E 1/4 1/2 3/4 F

Storage Tank 3 Information Oil Propane Inside Outside Size _____ Fill/Tank Location # _____
Estimated Volume In Tank E 1/4 1/2 3/4 F

Delivery Method Preferred Automatic Delivery Will Call Delivery Note: May take up to 5 business days.

Heating Fuel Use(s) Primary Heating Secondary Heating Cooking Appliances Hot Water

Hot Water Heater Oil Fired Propane Fired Other



Special Delivery Instructions

Invoice Instructions: Leave in Mailbox Leave in Door Pick up Payment

First Delivery/Past Due Credit Card Authorization(Required): For my first fuel delivery, and in the event that my account becomes past due, in order to avoid additional charges Earl Rosebush Fuels may charge the credit card listed on page 2 of this agreement.
MasterCard Visa American Express Other

Customer Signature _____

Credit Card Purchase Authorization(Optional): Earl Rosebush Fuels may charge the credit card listed on page 2 of this agreement whenever a purchase is made.
MasterCard Visa American Express Other

Customer Signature _____

Office Use Only: Credit Amount: _____ Approval Signature: _____

Date _____ 20_____ Customer Signature _____



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Payor's PAD Agreement Personal Pre-Authorized Debit Plan

Terms & Conditions

1. In this Agreement, I, me and my, refers to each account holder who signs below.
2. I agree to participate in this Pre-Authorized Debit Plan for personal/household or consumer purposes and I authorize Earl Rosebush Fuels and any successor or assign of Earl Rosebush Fuels to draw a debit in paper, electronic or other form for the purpose of making payment for consumer goods or services (a "Personal PAD") on my account indicated below hereof (the "Account") at the financial institution indicated below hereof (the "Financial Institution") and I authorize the Financial Institution to honour and pay such debits. This Agreement and my authorization are provided for the benefit of Earl Rosebush Fuels and my Financial Institution and are provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the Rules of the Canadian Payments Association. I agree that any direction I may provide to draw a Personal PAD, and any Personal PAD drawn in accordance with this Agreement, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.
3. I may revoke or cancel this Agreement at any time upon notice being provided by me either in writing or orally. I acknowledge that in order to revoke or cancel the authorization provided in this Agreement, I must provide notice of revocation or cancellation to Earl Rosebush Fuels. This agreement applies only to the method of payment and I agree that revocation or cancellation of this Agreement does not terminate or otherwise have any bearing on any contract that exists between me and Earl Rosebush Fuels.
4. I agree that my Financial Institution is not required to verify that any Personal PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Personal PAD.
5. I agree that delivery of this Agreement to Earl Rosebush Fuels constitutes delivery by me to my Financial Institution. I agree that Earl Rosebush Fuels may deliver this Agreement to Earl Rosebush Fuels' financial institution and agree to the disclosure of any personal information which may be contained in this Agreement to such financial institution.
6. I understand that with respect to:
 - a. fixed amount Personal PADs occurring at set intervals, I shall receive written notice from Earl Rosebush Fuels of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first Personal PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
 - b. variable amount Personal PADs occurring at set intervals, I shall receive written notice from Earl Rosebush Fuels of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of every Personal PAD; and
 - c. fixed amount and variable amount Personal PADs occurring at set intervals, where the Personal PAD Plan provides for a change in the amount of such fixed and variable amount PADs as a result of my direct action (such as, but not limited to, a telephone instruction) requesting Earl Rosebush Fuels to change the amount of a PAD, no pre-notification of such changes is required.

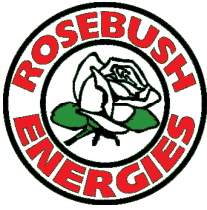
Or

I agree to either waive the pre-notification requirements in section 6(a) of this Agreement or to abide by any modification to the pre-notification requirements as agreed to with Earl Rosebush Fuels.

Signature of Payor

Date

7. I agree that with respect to Personal PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute valid authorization for Earl Rosebush Fuels or its agent to debit my account.



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Schedule B Payor's PAD Agreement

Personal Pre-Authorized Debit Plan

Authorization of the Payor to Earl Rosebush Fuels to Direct Debit an Account

Instructions:

1. Please complete all sections in order to instruct your financial institution to make payments directly from your account.
2. Please sign the Terms and Conditions above.
3. Return the completed form with a blank cheque marked "VOID" to Earl Rosebush Fuels.
4. If you have any questions, please write or call Earl Rosebush Fuels.

Payor Information (please type or print clearly)

Name:	Mr. Mrs. Miss Ms. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Mailing Address:	Number Street
	City Province
	Postal Code Phone

Signature of Payor(s)

Date

Payor Financial Institution/Banking Information (please type or print clearly)

Branch Number	Institution Number	Account Number
Name of Financial Institution:		
Branch:		
Branch Address:	Number	Street
	City	Province
	Postal Code	Phone

Payment Information (Please type or print clearly)

Please specify whether the payment is a:	<input type="checkbox"/> Fixed Amount: (please specify) _____
	<input type="checkbox"/> Variable Amount: please specify whether there is a maximum amount or N/A if no maximum _____
Occurring at:	<input type="checkbox"/> Set Intervals: (weekly, bi-weekly, monthly) _____
	<input type="checkbox"/> Sporadic Intervals
Are top-ups or adjustments permissible?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No