

APPLICATION FOR OPEN ACCOUNT AND SERVICE AGREEMENT

NAME _____
FIRST INITIAL LAST

PHONE NUMBERS: HOME () _____ - _____ WORK () _____ - _____ CELL () _____ - _____

BILLING ADDRESS _____ SS/TAX ID # _____
Required

CITY _____ COUNTY _____ STATE _____ ZIP _____

EMAIL: _____ I wish to receive my Invoice/Statement by email: __YES __NO

DO YOU __ OWN __ RENT

LANDLORD _____ LANDLORD PHONE NUMBER _____

DELIVERY ADDRESS _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

CURRENT PROPANE SUPPLIER _____

PROPANE USES: __ Heating __ Space Heat __ Cooking __ Hot Water __ Dryer OTHER: _____

THIRD PARTY NOTIFICATION: Third party notification is available (see sec.F). I would like additional information on third party notification. __YES __NO

NOTICE TO BUYER:

1. This agreement supercedes any previously existing agreement between customer and Sungas.
2. Do not sign this Agreement before you read it or if it contains any blank spaces.
3. **Fees and Finance Charges** are subject to change. A current **Fee Schedule** is available upon request.

I (we) agree to be subject to the terms disclosed in the credit or purchase agreement when issued and any purchases will constitute my/our acceptance of those terms We hereby certify that the information provided above and any attachments included herein are true and correct and are furnished for the purpose of inducing the Sungas to extend credit to the undersigned. Applicant(s) authorizes Sungas to obtain credit a report in connection with this application and any update renewal, modification, collection or extension of the credit and authorizes Sungas to report my/our performance under this agreement or any other agreement I may have entered into with Sungas to any credit reporting agency and to answer any questions regarding my/our credit history with Sungas. Upon request, Sungas will inform Applicant of the name and address of any credit reporting agency which furnished a report.

Signature _____ Date _____

Signature _____ Date _____
Sungas Employee

110
110

- A. Sungas bills will be paid within 20 days of the invoice date to avoid a **FINANCE CHARGE**.
- B. If I do not pay my **Open Account** total due within the time specified above:
1. If an amount is outstanding after 30 days, **NO DELIVERIES CAN BE MADE TO CUSTOMER**
 2. Any amount outstanding at the thirty (30) days will be assessed a **1.5%** monthly, or **18%** annually
 3. Customer agrees to pay a **minimum FINANCE CHARGE OF \$4.00** per month on any unpaid balance
 4. If you are on automatic delivery, you could be placing yourself in jeopardy of running out of heating fuel. If this occurs, your normal cycle in our driver's route may have been compromised. We will only commit to you that delivery will be made within the next four (4) business days following your account being returned to approved status. Once your account has been made current, your account will be reinstated to its normal delivery status.
 5. A Service Charge will be assessed to your account to restore service.
 6. Any account set up on Company Budget Plan, that is not totally current, will not receive any future deliveries until accounts are made current.
- C. Company may shut off Customer's supply of fuel, without terminating this agreement, for any of the following:
1. Non-payment of any sums owing by Customer hereunder or any breach by Customer of the terms and conditions hereof.
 2. Non-occupancy by Customer of the premises at the installation except during periods of non-usage authorized by Company
 3. Whenever, in Company's opinion, any equipment is not satisfactory for the safe and efficient storage or use of LP-Gas
 4. Whenever, in the Company's opinion, any unsafe condition(s) is determined to be found
 5. Company shall not be liable under any circumstances for any loss sustained by Customer as a result of the exhaustion of the Customer's supply of fuel. Company shall not be liable for any injuries to persons, damage to property or loss of heating fuel arising out of the transportation, storage, or use of fuel or the use, operation, removals, maintenance or repair of any of the fuel equipment or appliance, except to the extent that such injuries, damage or loss shall result directly for the negligence of the Company or its employees or representatives.
- D. I understand that the tanks, regulators, blocks and other special equipment installed by Company for my use is the property of Company and **TITLE TO THAT EQUIPMENT** remains with Company. While I am using this equipment I agree that:
1. I will not tamper with or move this equipment.
 2. I will not allow anyone else to service, put gas in or use this equipment
 3. I will notify Company when any appliances connected to this service are added, removed or replaced.
 4. Company has reasonable access to its equipment for service, maintenance or removal.
- E. I understand that it is the policy of Company to have all customers on automatic fill and Company will make every attempt to maintain a dependable supply of propane, however Company makes no warranties, nor assumes any liability for consequences if the system runs out of propane.
1. I agree to maintain access to the propane tanks in such a manner as to avoid undue risk, damage or injury to Company employees and equipment. **Driveways and areas around the tank must be clear of snow and obstacles for us to make a delivery.**
 2. I understand that if an **Off Route** delivery is made because I have not met the terms and conditions of this agreement, I will pay a **Special Trip Charge** as per the **Fee Schedule** in effect at the time of the **Off Route** delivery
 3. I acknowledge that vehicles used for the purpose of delivering my bulk propane can **weigh** as much as **33,000#** and are **8 feet** in width. I agree to maintain a suitable means of egress and that Company will not be liable for damage to my driveway.
 4. I understand that Will Call service is available upon request and upon completion of a written *Will Call Request* form. **A price variance of \$.20 per gallon will be charged for Will Call customers.**
 5. I understand that if the premises to be served by the Company is a seasonal dwelling or not continuously occupied, I must notify Company and agree to the terms of a Company addendum to this agreement.
- F. I further agree that if I do not abide by the terms and conditions of this agreement I;
1. Waive any claim for loss, damage or injury which may result.
 2. Will pay reasonable legal fees and collection cost incurred by Company to retrieve its property or collect overdue payments.
- G. I understand that Company provides third party notification in the event that my fuel supply should be cutoff for non-payment of my bill as well as other services such as budget billing, installment billing and price cap programs. If I choose to participate in any of these programs, I agree to abide by the terms and conditions of these programs as provided to me upon my request.
- H. **Returns and Refunds:** Upon termination of service covered by this agreement, Company will credit any gas remaining in the propane system at the price for which it was paid less an **ACCOUNT HANDLING FEE** of 10 cents per gallon. If the propane tank and propane is removed from the property by Company, then a **PUMP OUT FEE of \$20.00 per DOT tank and \$75.00 per ASME tank** will be deducted from the price of gas being returned for credit. There is no fee charged to remove an empty propane system from your premises.
- I. **TERM:** Service is terminable at will by either Company or customer. **Termination** shall occur when Company removes its equipment from your premises and all balances owing are paid.