

PHELPS SUNGAS, INC
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

In consideration of Phelps Sungas, Inc., hereinafter called Sungas, selling goods and services to me on **Open Account**, I hereby agree to the terms and conditions on page 2 of the Application for Open Account and Service Agreement:

- 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. A **FINANCE CHARGE** (Time Price Differential) may be computed on the unpaid Average Daily Balance. I will pay a **FINANCE CHARGE** determined by multiplying the Average Daily Balance by the appropriate periodic rate of 1.5% per month (**ANNUAL PERCENTAGE RATE 18.0%**) Buyer agrees to pay a **minimum FINANCE CHARGE** of \$4.00 per month.
 2. A **SHUTOFF** of my gas supply may occur.
 3. A **SPECIAL TRIP CHARGE** will be made for run outs or turning my gas service back on.
 4. A **DEPOSIT** or **COD** may be required.
- C. I understand that the tanks, regulators, blocks and other special equipment installed by Sungas for my use is the property of Sungas and **TITLE TO THAT EQUIPMENT** remains with Sungas. 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 Sungas when any appliances connected to this service are added, removed or replaced.
 4. Sungas has reasonable access to it's equipment for service, maintenance or removal.
- D. I understand that it is the policy of Sungas to have all customers on automatic fill and Sungas will make every attempt to maintain a dependable supply of propane, however Sungas 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 Sungas 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 Sungas 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 Sungas is a seasonal dwelling or not continuously occupied, I must notify Sungas and agree to the terms of a Sungas addendum to this agreement.
- E. 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 Sungas to retrieve it's property or collect overdue payments.
- F. I understand that Sungas 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.
- G. **Returns and Refunds:** Upon termination of service covered by this agreement, Sungas 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 Sungas, then a **PUMP OUT FEE** of \$20.00 per DOT cylinder(s) and \$75.00 per AMSE tank(s) 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.
- H. **TERM:** Service is terminable at will by either Sungas or customer. **Termination** shall occur when Sungas removes its equipment from your premises and all balances owing are paid.