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RESIDENTIAL CREDIT APPLICATION AND SERVICE AND SUPPLY AGREEMENT

Customer Number:		Date:	PLEASE PRINT
Name of Applicant:		Telephone No.: ()	
Social Security No.:		Rent <input type="checkbox"/> Own <input type="checkbox"/> Landlord <input type="checkbox"/>	No. years at current address:
Spouse or Co-applicant Name:		Social Security No.:	
Mailing Address:		Delivery Address:	
E-MAIL Address:		Monthly Statement Delivery Instructions: <input type="checkbox"/> Normal Mail	
Employer Name:	Employer Telephone No.: ()	Address:	
If Tenant, Landlord Name:	Landlord Telephone No.: ()	Delivery Type: Automatic <input type="checkbox"/> Will Call <input type="checkbox"/>	

I (We) certify that all information listed above is correct and current. Customer agrees Osterman may investigate credit records. Osterman Propane LLC – Perry’s Oil Service/Patten’s Gas may report performance under any agreement Customer may enter into with Perry’s Oil Service/Patten’s to any credit agency.

Schedule of Initial Charges and Fees	
Estimated Annual Propane Purchases: _____ (GAL)	Equipment to be provided: _____
Special Delivery Charge: <u>\$99/\$175</u> (per incident) (Incurred for Unscheduled, Off-route deliveries)	Equipment Rental Charge: _____ (per mo.)
Tank Removal Charge: <u>\$99</u>	Meter Deposit: <u>15% of anticipated annual purchases</u> (Held and will be returned upon termination after all charges paid)
Equipment Rental Charge: <u>SEE CHART</u>	Meter System Fee: <u>\$9.99</u> (monthly) (metered service customers)
Return Check Charge: <u>\$35</u> (per incident)	Trip Charge: <u>\$60</u> (Incurred each time service technician dispatched)

Further terms and conditions governing the supply of propane, equipment and service to Customer are contained on the reverse side hereof (or on page 2 if faxed) and are an integral part of this service and supply agreement. A signed, faxed version of this 2 page document will be considered legal and binding.

I/We agree to pay any balance owed to Osterman – Perry’s Oil Service/Patten’s Gas within thirty (30) days of the invoice date. I/We shall pay finance charges that accrue on the unpaid balance outstanding for more than 30 days after invoice date at the rate of 1½% per month (18% A.P.R.). I/We understand that legal action may be taken if I/we fail to fulfill my/our obligation under this contract and I/we will be responsible for all collection costs including, interest, filing fees, and attorney fees of not less than \$195.00 plus any additional amounts assessed by the court. **Customer acknowledges receipt of a copy of this “Residential Credit Application and Service and Supply Agreement”.**

Applicants Signature:	Print Name:	Date:
Spouse or Co-Applicant’s Signature:	Print Name:	Date:

Terms and Conditions

1. **Acceptance:** Upon acceptance by Osterman Propane LLC – Perry’s Oil Service/Patten’s Gas of this application, applicant (and co-applicant) shall become the “Customer.”
2. **Property:** Perry’s Oil Service/Patten’s Gas will provide Customer with appropriate propane storage tank (“tank”) or cylinder and related equipment (in Perry’s Oil Service//Patten’s Gas opinion), which will, at all times, remain the property of Perry’s Oil Service//Patten’s Gas and will not become a fixture or part of Customer’s real estate. A UCC-1 may be filed with the appropriate state where tank is located.
3. **Tank rental charge:** A tank rental charge shall be billed **quarterly** based on the propane tank size at Customer’s delivery address. The chart below reflects the appropriate **annual** rental charge based on the propane tank size:

Current Rental Charges	
Tank Size	Annual charge
<120 Gal.	\$80.00
120 Gal.	\$100.00
240-330 Gal.	\$180.00
500 Gal.	\$200.00
1000+ Gal.	\$300.00

4. **Termination:** Customer may terminate this agreement by giving Perry’s Oil Service/Patten’s Gas thirty (30) day prior written notice. Perry’s Oil Service/Patten’s Gas may terminate this agreement at any time if Customer violates any of the terms and conditions of this agreement. Prior to termination of this agreement, Customer shall use all propane in tank or cylinder. Any propane remaining in the tank or cylinder upon removal shall become the property of Perry’s Oil Service/Patten’s Gas and within twenty (20) days after the removal of the tank or cylinder the value thereof at the retail per gallon price paid will be first credited to the outstanding Customer balance and if there is no balance then reimbursed to the Customer. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement. A tank removal charge will apply **only** if tank is removed within the first 12 months of tank installation.
5. **Exclusive Delivery:** Customer agrees that only propane sold by Perry’s Oil Service/Patten’s Gas will be delivered to the tank or cylinder provided by Perry’s Oil Service/Patten’s Gas.
6. **Delivery Price:** Customer shall pay Perry’s Oil Service/Patten’s Gas rates, fees or charges in effect on the date that propane is delivered to Customer. Perry’s Oil Service/Patten’s Gas reserves the right to change its rates or charges if need be without prior notice. The price of propane varies based on market influences, Perry’s Oil Service/Patten’s Gas costs, volume of use, and other factors.
7. **Service Charges:** Service charges are based upon Perry’s Oil Service/Patten’s Gas then current labor and operational costs.
8. **Default:** Customer agrees to pay all invoices received from Perry’s Oil Service/Patten’s Gas within 30 days of the date of any such invoice. Customer will be considered in default if balances are unpaid after 30 days. Customer shall pay finance charges on the 30 day unpaid balance as provided on the reverse side hereof.
9. **Equipment Operation and Access:** Perry’s Oil Service/Patten’s Gas shall maintain the equipment in good operating condition at all times. Customer hereby agrees that Perry’s Oil Service/Patten’s Gas man shall have right of entry at all times upon customer’s premises at any or all reasonable hours of the day for the purpose of removal, inspection, and repair or to maintain the equipment. Access will be granted to Perry’s Oil Service/Patten’s Gas without question or hindrance by Customer or Customer’s agents. Customer will always be responsible for maintaining accessibility to said equipment.
10. **Limitations on Damages:** Perry’s Oil Service/Patten’s Gas shall not be liable for any loss sustained by Customer as a result of the exhaustion of Customer’s supply of propane, nor for any injuries to persons, damage to property or loss due to the negligence by Customer, its employees, or assigns. Perry’s Oil Service/Patten’s Gas shall not be liable for incidental or consequential damages.

The current price and/or rate for “service, propane, tank rental charge(s), tank removal charge(s)”, and any other fee, charge or cost to Customer is readily available by visiting or calling one of Perry’s Oil Service/Patten’s Gas Customer Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). Perry’s Oil Service/Patten’s Gas reserves the right to increase any prices, fees, rates or charges with appropriate notice. _____ (initials)