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**RESIDENTIAL CREDIT APPLICATION AND SERVICE AND SUPPLY AGREEMENT**

Customer Number:		Date:	<b>PLEASE PRINT</b>
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"/> Paperless/ Web notification (sign up online) <input type="checkbox"/> Normal Mail	
Employer Name:	Employer Telephone No.: ( )	Address:	
If Tenant, Landlord Name:	Landlord Telephone No.: ( )		

I (We) certify that all information listed above is correct and current. Customer agrees Proflame Gas may investigate credit records. Proflame Gas may report performance under any agreement Customer may enter into with Proflame Gas to any credit agency.

**Schedule of Initial Charges and Fees**

<b>Estimated Annual Propane Purchases:</b> _____ gallons	<b>Equipment to be provided:</b> _____
<b>Special Delivery Charge: \$100/150</b> (after hours) (Incurred for unscheduled, off-route deliveries)	<b>Tank Removal Charge: \$80</b>
<b>Labor Rate: \$80 per hour</b>	<b>Return Check Charge: \$35</b> (per incident)
	<b>Annual Tank Rental: \$36</b> (250-500 gallons) <b>\$60</b> (120 gallons) + sales tax
<b>Meter System Fee: \$9.99</b> (monthly) metered service customers	
<b>Meter Deposit: \$300</b> (Held to be returned upon termination after all charges paid)	
<b>Fuel Delivery Charge \$6.00</b> (per delivery)	<b>RCC Charge \$4.00</b> (per delivery)

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

I/We agree to pay any balance owed to Proflame 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 1 ½ % 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 Proflame Gas of this application, applicant (and co-applicant) shall become the "Customer."
2. **Property:** Proflame Gas will provide Customer with appropriate propane storage tank ("tank") or cylinder and related equipment (in Proflame Gas's opinion), which will, at all times, remain the property of Proflame 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. **Termination:** Customer may terminate this agreement by giving Proflame Gas thirty (30) day prior written notice. Proflame 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 Proflame Gas and the value thereof may be credited to the Customer at the discretion of Proflame Gas. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement. Upon termination, Proflame Gas may charge the Customer the tank removal charge or if the tank is not removed a customer termination charge of \$44.50 will apply.
4. **Exclusive Delivery:** Customer agrees that only propane sold by Proflame Gas will be delivered to the tank or cylinder provided by Proflame Gas.
5. **Delivery Price:** Customer shall pay Proflame Gas's rates, fees or charges in effect on the date that propane is delivered to Customer. Proflame 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, Proflame Gas's costs, volume of use, and other factors.
6. **Service Charges:** Service charges are based upon Proflame Gas's then current labor and operational costs.
7. **Default:** Customer agrees to pay all invoices received from Proflame 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.
8. **Equipment Operation and Access:** Proflame Gas shall maintain the equipment in good operating condition at all times. Customer hereby agrees that Proflame Gas 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 Proflame Gas without question or hindrance by Customer or Customer's agents. Customer will always be responsible for maintaining accessibility to said equipment.
9. **Limitations on Damages:** Proflame 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. Proflame Gas shall not be liable for incidental or consequential damages.

**The current price and/or rate for "service, propane, minimum usage charge(s), 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 Proflame Gas's Customer Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). Proflame Gas reserves the right to increase any prices, fees, rates or charges without prior notice.**

\_\_\_\_\_ (initials)