

STOKES & CONGLETON GAS Co.
 2809 NC 903 South
 Stokes, N.C. 27884
 (252)-752-6423

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"/> Paperless/ Web notification(sign up online) <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 Stokes & Congleton Gas Company Propane may investigate credit records. Stokes & Congleton Gas Company Propane may report performance under any agreement Customer may enter into with Stokes & Congleton Gas Company Propane to any credit agency.

| <u>Schedule of Initial Charges and Fees</u> | |
|---|--|
| Estimated Annual Propane Purchases: _____ (GAL) | Equipment to be provided: _____ |
| Special Delivery Charge: <u>\$99/\$150</u> (per incident) (Incurred for Unscheduled, Off-route deliveries) | Equipment Rental Charge: _____ (per yr.) |
| Tank Removal Charge: <u>\$125</u> | Meter Deposit: <u>\$300</u> (Held and will be returned upon termination after all charges paid) |
| Minimum Usage Charge: <u>\$39/ \$59/ \$89</u> (per yr.) | Meter System Fee: <u>\$9.99 per statement</u> (monthly) (metered service customers) |
| Return Check Charge: <u>\$35</u> (per incident) | Trip Charge: <u>\$55</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 Stokes & Congleton Gas Company Propane within ten (10) days of the invoice date.

| | | |
|-------------------------------------|-------------|-------|
| Applicants Signature: | Print Name: | Date: |
| Spouse or Co-Applicant's Signature: | Print Name: | 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”.**

Terms and Conditions

1. **Acceptance:** Upon acceptance by Stokes & Congleton Gas Company Propane of this application, applicant (and co-applicant) shall become the “Customer”.
2. **Property:** Stokes & Congleton Gas Company Propane will provide Customer with appropriate propane storage tank (“tank”) or cylinder and related equipment (in Stokes & Congleton Gas Company’s opinion), which will, at all times, remain the property of Stokes & Congleton Gas Company Propane 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. **Minimum Usage Charge:** A minimum usage charge (“MUC”) shall be incurred by Customer if Customer’s annual propane purchases are less than one (1) times the water capacity of the tank supplied to Customer. The time frame for the annual propane purchases for any season shall be measured from 10/1/XX until 9/30/XX.

| Current MUC Charges | |
|---------------------|---------|
| Tank Size | MUC |
| <120 Gal. | \$39.00 |
| 120 Gal. | \$59.00 |
| 240-330 Gal. | \$89.00 |
| 500 Gal. | \$89.00 |
| 1000+ Gal. | \$89.00 |

4. **Termination:** Customer may terminate this agreement by giving Stokes & Congleton Gas Company Propane thirty (30) day prior written notice. Stokes & Congleton Gas Company 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 Stokes & Congleton Gas Company Propane and the value thereof maybe credited to the Customer at the discretion of Stokes & Congleton Gas Company Propane. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement. Upon termination, Stokes & Congleton Gas Company Propane may charge the Customer the tank removal charge or if the tank is not removed a customer termination charge of \$44.50 will apply.
5. **Exclusive Delivery:** Customer agrees that only propane sold by Stokes & Congleton Gas Company Propane will be delivered to the tank or cylinder provided by Stokes & Congleton Gas Company Propane.
6. **Delivery Price:** Customer shall pay Stokes & Congleton Gas Company’s rates, fees or charges in effect on the date that propane is delivered to Customer. Stokes & Congleton Gas Company Propane reserves the right to change its rates or charges if need be without prior notice. The price of propane varies based on market influences, Stokes & Congleton Gas Company’s costs, volume of use, and other factors.
7. **Service Charges:** Service charges are based upon Stokes & Congleton Gas Company’s then current labor and operational costs.
8. **Default:** Customer agrees to pay all invoices received from Stokes & Congleton Gas Company Propane 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:** Stokes & Congleton Gas Company Propane shall maintain the equipment in good operating condition at all times. Customer hereby agrees that Stokes & Congleton Gas Company Propane 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 Stokes & Congleton Gas Company Propane 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:** Stokes & Congleton Gas Company Propane 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. Stokes & Congleton Gas Company propane 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 Stokes & Congleton Gas Company's Customer Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). Stokes & Congleton Gas Company Propane reserves the right to increase any prices, fees, rates or charges without prior notice.

_____ (initials)