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HOD# 939
CT# 387812-S1
MA# 787738
RI# 7321

RESIDENTIAL CUSTOMER APPLICATION SERVICE AND SUPPLY AGREEMENT

All information is mandatory and must be fill in.

First Name of Applicant _____ Last Name of Applicant _____

Social Security# _____ Telephone Number _____

Cell Number _____ Email Address _____

Please check one: Rent Own Landlord No. of years at current address _____

Spouse or Co-applicant First Name _____ Spouse or Co-applicant Last Name _____

Social Security# _____ Cell Number _____

Mailing Address _____

City _____ State _____ Zip _____

Previous Address - if less than 3 years _____

City _____ State _____ Zip _____

Delivery Address _____

City _____ State _____ Zip _____

Applicant's Employer Name _____ Employer Telephone No. _____

Employer Address _____ City _____ State _____ Zip _____

Co-applicant's Employer Name _____ Employer Telephone No. _____

Employer Address _____ City _____ State _____ Zip _____

If Tenant, Landlord Name _____ Landlord Telephone No. _____

Bank Name/Branch _____ Bank Telephone # _____

Acct# _____ Checking Savings

I request that my account be setup as:

Automatic Delivery – deliveries will be automatically scheduled by NE Oil & Propane, Inc. NE Oil & Propane, Inc. is NOT responsible for run outs for a period of one year.

Will Call – I will contact NE Oil & Propane, Inc. at least 96 hours in advance or special delivery fees may apply. NE Oil & Propane, Inc. is not responsible for run outs.

Terms: Regular Budget* \$ _____ Amt

*Budget payment may be adjusted by NE Oil & Propane, Inc. during the season

I (We) certify that all information listed above is correct and current. Customer agrees NE Oil & Propane, Inc. may investigate credit records. NE Oil & Propane, Inc. may report performance under any agreement Customer may enter into with NE Oil & Propane, Inc. to any credit agency.

Further terms and conditions governing the supply of propane, equipment and service to Customer are contained below and are an integral part of this service and supply agreement.

I/We agree to pay any balance owed to NE Oil & Propane, Inc. within thirty (30) days of the invoice date. 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."

Authorized Signature _____ Date _____

Co-Applicant's Signature _____ Date _____

For Office Use Only: Approved Denied Credit Limit: _____

RESIDENTIAL CUSTOMER APPLICATION SERVICE AND SUPPLY AGREEMENT

TERMS AND CONDITIONS

- Acceptance:** Upon acceptance of this application by Northeast Oil & Propane; you (and your co-applicant) shall become the "Customer". You shall agree to purchase from Northeast Oil & Propane, and Northeast Oil & Propane shall agree to sell to you, all of your propane requirements at the delivery address above. If you are entering into an agreement to lease a propane tank (the "Tank Rental Agreement"), you shall agree that only propane sold by Northeast Oil & Propane shall be used with the leased tank(s). **INITIAL HERE TO ACKNOWLEDGE THAT THIS CONTRACT RESTRICTS YOUR ABILITY TO UTILIZE ANOTHER PROPANE DEALER _____.**
- Tank Lease:** If you choose to lease a propane storage tank from Northeast Oil & Propane, the terms and conditions of that lease, including any tank rental fees, will be governed by the Tank Rental Agreement.
- Term:** If you are not leasing a propane tank from Northeast Oil & Propane, the initial term of this contract shall commence on the date that service begins, and shall continue for one year. At the end of the initial term, this contract shall continue at will, and either party may terminate the contract on 30 days' written notice, as set forth below.

If you are leasing a propane tank from Northeast Oil & Propane, the term of this contract shall be concurrent with your Tank Rental Agreement.

- Termination:** You may terminate this contract at the end of the initial term or at any point thereafter by giving Northeast Oil & Propane thirty days prior written notice. Northeast Oil & Propane may terminate this contract at any time if you violate any of the terms or conditions of the contract. Cancellation of automatic delivery must be received in writing. You shall remain liable for all fees and charges that you incur prior to the termination of this contract. If you leasing a propane tank from Northeast Oil & Propane, you shall use all propane in the leased tank.
- Delivery Price:** You shall pay Northeast Oil & Propane's rates in effect on the date that propane is delivered to you. Northeast Oil & Propane reserves the right to change its rates without prior notice. The price of propane varies based on market influences, Northeast Oil & Propane's costs, volume of use, and other factors.
- Fees and Charges:** You agree to pay the following delivery charges for heating fuel deliveries that you initiate:

Description	Fee
Delivery of less than 100 gallons	\$50
Delivery made outside of Northeast Oil & Propane's normal service area	\$99
Delivery made outside of Northeast Oil & Propane's normal business hours	\$190
Deliveries that cause Northeast Oil & Propane to incur extraordinary labor costs (for example, out of gas calls and emergency off-route deliveries)	\$163.50 per hour

You agree to pay the following finance and equipment charges:

Description	Fee
Return Check Charge (per check)	\$35
Meter Deposit (held and will be returned upon termination after all charges paid)	\$400

- Default:** Customer agrees to pay all invoices received from Northeast Oil & 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. Any customer past 45 days will not receive any more deliveries until balance is paid in full. Customers past 60 days may have an interruption in service or their account may be terminated.
- Limitations on Damages:** Northeast Oil & 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. Northeast Oil & Propane shall not be liable for incidental or consequential damages.
- Excused Performance.** Northeast Oil & Propane will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, terrorism, compliance with laws or regulations, Northeast Oil & Propane's inability to obtain propane or equipment, or terrorism. Under any of these or similar circumstances, Northeast Oil & Propane may allocate propane and equipment among its customers in any manner that Northeast Oil & Propane, in its sole judgment, deems reasonable.
- Privacy.** Northeast Oil & Propane does not share any Customer's personal information with any other entity except its affiliates. Northeast Oil & Propane takes data and personal information security seriously, and we make our best efforts to ensure the security of your personal information.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.