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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"/> Normal Mail	
Employer Name:	Employer Telephone No.: ( )	Address:	
<b>If Tenant, Landlord Name:</b>	<b>Landlord Telephone No.:</b> ( )	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 Propane LLC dba Perry's Oil Service/Patten's Gas (supplier) may investigate credit records.  
 Supplier may report performance under any agreement Customer may enter into with any credit agency.

**Schedule of Initial Charges and Fees**

**Special Delivery Charge: \$99/\$175** (per incident)  
 (Incurred for unscheduled, off-route or after-hours deliveries)

**Return Check Charge: \$35** (per incident)

**Trip Charge: \$60**  
 (Incurred each time service technician dispatched)

**Burner Prime Charge: \$50**  
 (to re-prime and re-light oil fired appliances)

**Further terms and conditions governing the supply of fuel oil, 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:

<b>OFFICE USE ONLY</b>	Fill Location _____	Will Call/Auto (circle)
Product _____	Color & Style of House	Notes
Tanks Size _____	Heat Only or Heat & HW (circle)	

### 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. **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. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement.
3. **Delivery Price:** Customer shall pay Perry's Oil Service/Patten's Gas rates, fees or charges in effect on the date that oil 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.
4. **Service Charges:** Service charges are based upon Perry's Oil Service/Patten's Gas then current labor and operational costs.
5. **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.
6. **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 oil, 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, oil, special delivery charge, burner prime charge, return check charge," 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 without prior notice.**

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

### **WILL CALL CUSTOMERS**

1. **Periodically Check the Gauge on Your Tank:** When the dial reads  $\frac{1}{4}$ , call the office to arrange for a delivery. The office is open from 7:30 am to 5:00 pm, Monday through Friday. Please provide the tank gauge reading when you call.
2. **Truck Scheduled in Your Area:** Please understand that this is subject to change depending on emergency situations, weather, or other issues the result in rescheduling our regular routes. We strongly suggest reading your gauge, calling to confirm when our truck is in your area, and allowing at least 5 business days notice before expecting a delivery.
3. **If You Run Out:** Please call the office. There will be a delivery charge which must be paid to the driver at the time of delivery before oil can be delivered under the following situations:
  - \$200 Charge** if the run out occurs after the close of our business day  
if the run out occurs on the weekend or a holiday
  - \$99 Charge** if you request a delivery during business hours on a day other than that already scheduled  
if you are not currently scheduled, but request a delivery on the day we are in your area

**Note:** Please keep in mind that if a run out occurs and delivery is requested, Perry's Oil Service/Patten's Gas will make all reasonable efforts to deliver, but cannot promise an exact time of delivery and ALL applicable charges will be billed.

**Remember:** It is YOUR responsibility to check your oil tank gauge and provide proper notice to Perry's Oil Service/Patten's Gas when requesting delivery.