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342 E Macedonia Rd, Towanda, PA 18848

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## RESIDENTIAL CREDIT APPLICATION AND AGREEMENT

### SECTION 1 - FOR ALL ACCOUNTS COMPLETE THE FOLLOWING PERSONAL INFORMATION

NAME		EMAIL ADDRESS	
HOME PHONE	CELL PHONE	WHAT IS YOUR PREFERENCE OF CONTACT <input type="checkbox"/> HOME <input type="checkbox"/> CELL <input type="checkbox"/> TEXT <input type="checkbox"/> PHONE	
SOCIAL SECURITY NO.	FEDERAL ID (COMMERCIAL ONLY)	TAX EXEMPT? ALL-NON-PRIMARY RESIDENCE & COMMERCIAL ACCOUNTS MUST CHECK ONE. (MUST ATTACH COMPLETED STATE FORM WITH <input type="checkbox"/> YES <input type="checkbox"/> NO	
DELIVERY STREET ADDRESS <input type="checkbox"/> OWN <input type="checkbox"/> RENT		HOW LONG?	CITY    STATE    ZIP
TYPE OF DWELLING: <input type="checkbox"/> PRIMARY RESIDENCE <input type="checkbox"/> SEASONAL RESIDENCE <input type="checkbox"/> MOBILE HOME <input type="checkbox"/> INCOME PROPERTY <input type="checkbox"/> COMMERCIAL			
BILLING ADDRESS (IF DIFFERENT FROM DELIVERY ADDRESS)		CITY	STATE    ZIP
CURRENT EMPLOYER		HOW LONG?	EMPLOYER PHONE

### SECTION 2 - FOR JOINT OR CO-APPLICANT ACCOUNTS: COMPLETE THE FOLLOWING INFORMATION ABOUT THE OTHER RESPONSIBLE PARTY

NAME		SOCIAL SECURITY NO.	
HOME PHONE	CELL PHONE	EMAIL ADDRESS	
CURRENT STREET ADDRESS <input type="checkbox"/> RENT <input type="checkbox"/> OWN		HOW LONG?	CITY    STATE    ZIP
CURRENT EMPLOYER		HOW LONG?	EMPLOYER PHONE

### SECTION 3 - ACCOUNT INFORMATION - PROPANE ACCOUNTS, PLEASE NOTE THAT SOMEONE MUST BE PRESENT AT THE TIME OF INSTALLATION/GAS CHECK

PRODUCT 1: <input type="checkbox"/> HEATING OIL <input type="checkbox"/> PROPANE <input type="checkbox"/> DIESEL <input type="checkbox"/> KEROSENE <input type="checkbox"/> GASOLINE				
CURRENT SUPPLIER	TANK SIZE	# OF TANKS	YEARLY USAGE (GALLONS)	CURRENT PAYMENT PLAN (i.e. 30 DAY / BUDGET / COD/ ETC)
WHAT IS PRODUCT USED FOR (MARK ALL THAT APPLY): <input type="checkbox"/> HEAT (WHOLE HOME) <input type="checkbox"/> HOT WATER <input type="checkbox"/> RANGE <input type="checkbox"/> DRYER <input type="checkbox"/> FIREPLACE/GAS LOGS <input type="checkbox"/> SPACE HEATER <input type="checkbox"/> GENERATOR <input type="checkbox"/> POOL				
DO YOU HAVE/USE A SECONDARY HEAT SOURCE (I.E. - BURN WOOD, ELECTRIC, ETC)			<input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, PLEASE GIVE BRIEF DESCRIPTION OF USAGE
FILL LOCATION - Please mark fill location in relation to your house with an "x" on the diagram to the right:				
TANK LOCATION*: <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> UNDERGROUND <input type="checkbox"/> OUTDOOR <input type="checkbox"/> BASEMENT <input type="checkbox"/> GARAGE <input type="checkbox"/> OTHER <small>*Mark ALL that apply</small>				

PRODUCT 2: <input type="checkbox"/> HEATING OIL <input type="checkbox"/> PROPANE <input type="checkbox"/> DIESEL <input type="checkbox"/> KEROSENE <input type="checkbox"/> GASOLINE				
CURRENT SUPPLIER	TANK SIZE	# OF TANKS	YEARLY USAGE (GALLONS)	CURRENT PAYMENT PLAN (i.e. 30 DAY / BUDGET / COD/ ETC)
WHAT IS PRODUCT USED FOR (MARK ALL THAT APPLY): <input type="checkbox"/> HEAT (WHOLE HOME) <input type="checkbox"/> HOT WATER <input type="checkbox"/> RANGE <input type="checkbox"/> DRYER <input type="checkbox"/> FIREPLACE/GAS LOGS <input type="checkbox"/> SPACE HEATER <input type="checkbox"/> GENERATOR <input type="checkbox"/> POOL				
FILL LOCATION - Please mark fill location in relation to your house with an "x" on the diagram to the right:				
TANK LOCATION*: <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> UNDERGROUND <input type="checkbox"/> OUTDOOR <input type="checkbox"/> BASEMENT <input type="checkbox"/> GARAGE <input type="checkbox"/> OTHER <small>*Mark ALL that apply</small>				

### SECTION 4 - DELIVERY LOCATION INFORMATION

YOUR DELIVERY TICKET IS YOUR INVOICE. PLEASE SPECIFY WHERE YOU WOULD LIKE THE TICKET LEFT AT TIME OF DELIVERY - <input type="checkbox"/> FRONT DOOR <input type="checkbox"/> BACK DOOR <input type="checkbox"/> OTHER: _____	
DIRECTIONS TO DELIVERY LOCATION: _____ _____	
HOUSE COLOR/TRIM:	

APPLICANT SECTION 1 - SIGNATURE

DATE

APPLICANT SECTION 2 - SIGNATURE

DATE



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THE UNDERSIGNED ENTERS INTO THIS RESIDENTIAL CREDIT APPLICATION AND AGREEMENT WITH FLYNN ENERGY TRANSPORT, INC. ("FET") TO EXTEND CREDIT TO THE ABOVE MENTIONED APPLICANT(S) AND FOR THE PURPOSES OF OBTAINING AND MAINTAINING A FUEL AND SERVICES ACCOUNT WITH FET UPON THE TERMS AND CONDITIONS ATTACHED HERETO WHICH ARE HEREBY INCORPORATED BY REFERENCE. THE UNDERSIGNED FURTHER REPRESENTS AND WARRANTS THE ACCURACY AND COMPLETENESS OF ALL INFORMATION PROVIDED TO FET IN THE SECTIONS ABOVE AND ACKNOWLEDGES THAT FET WILL BE RELYING ON THIS INFORMATION. THE UNDERSIGNED AGREES AND ACKNOWLEDGES THAT (I) THEY HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ATTACHED HERETO; (II) TO MAKE PAYMENT IN FULL TO FET FOR ALL AMOUNTS DUE IN ACCORDANCE WITH THEIR PAYMENT TERMS; AND (III) TO PAY ALL CHARGES ASSOCIATED WITH LATE PAYMENT OR COLLECTION INCLUDING BUT NOT LIMITED TO: SHERRIFF'S FEES, COURT COSTS, AND ATTORNEY FEES. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF (I) FET'S TERMS AND CONDITIONS; AND (II) THE PROPANE SAFETY AND IMPORTANT HOMEOWNER SAFETY TIPS LITERATURE PROVIDED BY FET, BOTH OF WHICH ARE ATTACHED HERETO. THE FURNISHING OF THIS FORM OF RESIDENTIAL CREDIT APPLICATION AND AGREEMENT DOES NOT CONSTITUTE AN OFFER OR OTHER BINDING AGREEMENT OF FET. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO ONLY WHEN SIGNED AND DELIVERED BY BOTH THE UNDERSIGNED AND AUTHROIZED REPRESENTATIVE OF FET. THE UNDERSIGNED HAVE EXECUTED THIS RESIDENTIAL CREDIT APPLICATION AND AGREEMENT AS OF THE DATE SET FORTH BELOW.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant (Section 1)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Co-Applicant (Section 2)

**ACKNOWLEDGMENT AND ACCEPTANCE OF RESIDENTIAL CREDIT APPLICATION AND AGREEMENT**

ON BEHALF OF FET, PLEASE BE ADVISED THAT THE RESIDENTIAL CREDIT APPLICATION AND AGREEMENT HAS BEEN ACCEPTED AND FET WILL EXTEND CREDIT ON THE TERMS AND CONDITIONS SET FORTH IN THE APPLICATION AND TERMS AND CONDITIONS.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized FET Representative

## TERMS AND CONDITIONS:

This statement sets forth the terms and conditions of the Propane and/or Heating Oil Supply under which Flynn Energy Transport, Inc ("FET") delivers Propane and/or Heating Oil ("Fuel") to you (the "Customer") at the delivery address (the "Location") identified in Customer's account records maintained by FET. These terms and conditions are not subject to change by Customer. When used herein, the term "Agreement" means this statement of terms and conditions, which constitutes the agreement between FET and Customer regarding the delivery of Fuel. Customer's request for or acceptance of deliveries of Fuel from FET, shall constitute acceptance of and agreement to this Agreement. This Agreement is a legally binding contract. Please read this Agreement carefully and retain this copy for your records. The terms and conditions of this Agreement are as follows:

**1. Price; Fees; Charges.** The price per gallon to be paid by Customer to FET for Fuel delivered to Customer shall be FET's established retail price for Customer in effect on the date of delivery of the Fuel to the Location. The price per gallon for Fuel for each delivery will be set forth on the delivery ticket and/or invoice provided to Customer by FET which reflects such delivery. Customer shall pay FET's then current fees and charges for all services, equipment, parts, and labor provided by FET to or for Customer. Customer may at any time obtain a schedule of FET's current fees and charges (including those specifically referenced in this Agreement) by calling FET and requesting the same.

**2. Equipment.** FET may provide Equipment to Customer at the Location. Equipment may only be setup/installed at the Location by FET or its agents. The Equipment shall at all times remain the personal property of FET. The Equipment shall be considered separate from the real property on which it is located and shall not be deemed a fixture. Customer shall not (i) use the Equipment for any purposes other than the receipt, storage and use of Fuel delivered to Customer by FET; (ii) permit any supplier other than FET to deliver Fuel to the Equipment; or (iii) remove, adjust, modify, repair, or otherwise alter the Equipment in any manner without the express written consent of FET. Customer grants to FET and its agents the right and license to pass over, upon and under the Customer's property and the Location for the purposes of delivery, installation, inspection, maintenance, repair, and removal of Fuel and the Equipment. Unless otherwise specifically agreed to in writing by FET, Customer shall be responsible for payment of all of FET's fees, charges, and costs for installation, connection, disconnection, repair, removal and replacement of the Equipment. FET shall be responsible for any maintenance and repair required due to normal wear and tear of the Equipment.

**3. Credit Check; Payment Terms; Security Deposit.** Customer authorizes FET to obtain credit information regarding Customer from credit reporting agencies at any time. Customer shall pay to FET all amounts due for Fuel delivered, and for services, materials, equipment, and other items provided by FET to Customer, not later than the specified payment due date on FET's invoice. Amounts owing to FET that remain unpaid thirty (30) days more after the due date specified on the invoice are subject to a monthly late charge equal to 1.5% of the outstanding balance. Customer shall pay FET's current fees and charges imposed for returned checks and/or reversed or rejected credit card charges. Based upon Customer's payment or credit history, FET may at any time require payment in advance by Customer for Fuel deliveries and/or services, materials or equipment provided. Additionally, Customer may be required to pay FET a security deposit as specified by FET from time to time to secure the performance of Customer's obligations to FET. FET may at its option apply all or a portion of said deposit on account of Customer's obligations to FET. Any balance of the security deposit (together with interest if required under applicable law) remaining after termination of service to Customer and payment of all of Customer's obligations to FET shall be returned to Customer.

**4. Delivery of Fuel.** FET and Customer will establish the basis upon which deliveries of Fuel will be made to Customer. If Customer is on an "automatic delivery" basis for deliveries of Fuel, then FET will use commercially reasonable efforts to deliver Fuel to Customer at such times and in such quantities so that Customer maintains an adequate supply of Fuel. Automatic delivery is not a guaranty or promise that Customer will not run out of Fuel. The depletion of Customer's Fuel supply will vary according to Customer's fuel requirements, which vary relative to Customer's uses and weather conditions. Customer must notify FET of any change in use which may affect the rate of Customer's use of Fuel. FET cannot absolutely anticipate or predict the rate at which Customer will use its Fuel supply or the conditions which may affect the same. Customer should monitor the Fuel supply and notify FET immediately if Customer's Fuel supply is at risk of running out. FET cannot guarantee that other events or conditions will not affect its ability to deliver Fuel to Customer. If the Location is not Customer's primary residence or is not occupied on a full-time basis, then automatic deliveries may not be available to Customer. If Customer is not on automatic delivery, then Customer is solely responsible for requesting deliveries of Fuel to maintain an adequate supply. Customer must request such deliveries not less than five (5) business days prior to the date upon which delivery is expected by Customer. Customer shall pay FET's then current charges for all special deliveries of Fuel, including off-route, weekend, and after business hours deliveries. Customer understands and agrees that FET shall not (i) have any responsibility or liability if Customer runs out of Fuel or (ii) be liable for any direct, indirect or consequential damages resulting from any such event, even if Customer is on automatic delivery. Customer is responsible for maintaining the Location so that it is accessible for deliveries by FET and free of obstructions, debris, combustible waste, and other hazards. This includes maintaining safe and adequate driveways and roads sufficient to permit FET delivery vehicles access to make deliveries of Fuel. Customer acknowledges that customer-owned driveways and parking areas can withstand the weight of a delivery truck.

**5. Termination of Service; Removal of Equipment; Disposition of Fuel.** Fuel delivery service to Customer shall continue until (i) either FET or Customer elects to terminate the same by providing the other party with ten (10) days prior written notice of termination or (ii) service is terminated sooner in accordance with this Agreement. Upon termination of service to Customer, FET may remove the Equipment. Customer shall pay to FET its then current service termination and Equipment removal fees, together with such other reasonable costs and expenses incurred by FET in the removal of the Equipment. In the event that FET is not able, or it is not commercially practicable, to remove the Equipment from the Location after termination of service, Customer shall pay to FET an amount equal to FET's then current sales prices for equipment comparable to the Equipment and ownership of the Equipment will thereupon be transferred to Customer. Upon termination of service, any Fuel remaining within the Equipment shall be deemed abandoned by Customer. FET will determine the amount of Fuel remaining within the Equipment at the time of termination of service. FET will apply all or a portion of the value of any Fuel remaining within the recovered Equipment to reduce any amounts then owed to FET by Customer. Customer shall remain liable for all amounts which remain outstanding after any such application. Subject to Customer providing FET with Customer's current mailing address in accordance with the instructions on the final account statement within sixty (60) days of the date of the final account statement, FET will pay Customer for the value of the balance of any remaining Fuel. If Customer fails to provide FET with a current mailing address, then FET will have no obligation to pay Customer for such remaining Fuel. After such sixty (60) day period, any remaining Fuel may be disposed of by FET as it deems appropriate. FET shall retain Fuel & Oil Supply and Equipment Agreement 4 all proceeds received from such disposition and apply the same against account termination and Fuel disposition fees. Customer hereby transfers ownership of all such abandoned Fuel to FET.

**6. Suspension of Service/Delivery; Remedies.** In the event that Customer fails to pay when due any sums payable to FET, or otherwise breaches any provision of this Agreement, in addition to any other remedies available to FET at law or in equity, FET may immediately terminate service and/or suspend deliveries of Fuel to Customer without notice during the period that such breach remains outstanding. Customer shall pay to FET all of its reasonable costs and expenses, including attorneys' fees, incurred in collecting amounts due from Customer and enforcing this Agreement. Additionally, if FET determines that for any reason the system, appliances or equipment with which Customer uses Fuel are not safe, FET may immediately terminate Fuel service at the tank/cylinder and/or suspend deliveries of Fuel until the applicable system, appliance or equipment is repaired or replaced at Customer's expense. All rights and remedies of FET set forth in this Agreement are in addition to, and not limitation of, such rights and remedies as are available to FET at law or in equity. All rights and remedies of FET are cumulative.

**7. Force Majeure.** FET shall not be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service or supply resulting directly or indirectly from acts of God; acts of civil or military authorities; civil disturbances; wars; strikes or other labor disputes; unavailability, denial, curtailment, shortage, rationing, failure or loss of FET's source(s) of supply or facilities of supply of Fuel; fires; transportation contingencies; laws, regulations, acts, or orders of any government or official thereof; natural disasters; or any other circumstances beyond FET's reasonable control.

**8. Special Customer Responsibilities.** Customer is solely responsible for the installation, servicing, repair, regular maintenance, and annual inspection of all appliances and piping systems used with the Equipment and for Fuel at the Location. All such work should be performed only by qualified service technicians. If Customer owns the storage cylinder(s), tank(s), regulators, or equipment used with the Fuel, then Customer is solely responsible for inspecting the same and keeping them in a condition which is safe and adequate for the storage and use of Fuel. Customer shall notify FET in writing of all repairs, modifications, alterations, replacements, and installations of or to appliances, the piping system, and any Customer owned equipment used with the Fuel at the Location. FET may from time to time (but is not obligated to) inspect the piping system or any Customer owned equipment used with the Fuel. If FET determines that any of the same are not in safe condition or not in compliance with governmental or industries standards, FET may terminate Fuel service to the Location immediately. Customer shall be responsible for all repairs and replacements which are required for FET to restore service and for all of FET's current charges for disconnection, reconnection, and testing. Customer agrees to read and become familiar with the "Propane Safety" and "Important Homeowner Safety Tips" and such other literature and warnings provided by FET regarding Fuel and its safe use. Customer agrees to comply with "Propane Safety" and "Important Homeowner Safety Tips". If a tenant or other third party occupies the Location, Customer shall provide the "Propane Safety" and "Important Homeowner Safety Tips" and such other literature and warnings to the tenant or other third party.

**9. Limited Warranty; Customer Limitation of Remedy.** FET warrants only that at the time of delivery of Fuel to Customer, the Fuel delivered will (i) conform to the specifications generally recognized in the industry and (ii) be free of all liens, encumbrances and claims of third parties. Customer's sole and exclusive remedy, and FET's only obligation, for any breach of the foregoing warranties is for FET to replace the affected Fuel or refund the purchase price. FET EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, RIGHTS, AND REMEDIES WITH RESPECT TO THE FUEL, EQUIPMENT, AND FET'S PERFORMANCE UNDER THIS AGREEMENT, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS AS SET FORTH ABOVE. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL FET BE LIABLE OR RESPONSIBLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATING TO THE DELIVERY OR SALE OF FUEL TO THE CUSTOMER, USE OF THE EQUIPMENT BY THE CUSTOMER, OR FET'S PERFORMANCE UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

**10. Binding Effect; Entire Agreement; Amendment; Governing Law.** This Agreement is binding upon FET and Customer and their respective assigns, successors, estates, heirs, and beneficiaries. Any other agreement relating to the delivery of Fuel or use of Equipment which differs from the terms and conditions set forth in this Agreement must be in writing and signed by FET to be binding upon FET. Otherwise, this Agreement contains the entire agreement between the parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the parties relating to these transactions. FET may amend this Agreement at any time upon notice to Customer. Any such amendment will become effective thirty (30) days after Customer is sent such notice. Customer's acceptance of Fuel deliveries or use of the Equipment after notice of any such amendment shall constitute acceptance of such amendment. If any provision of this Agreement is found invalid, the rest of this Agreement will remain enforceable. Additionally, if the application to Customer of any provision of this Agreement violates the requirements of any law or regulation applicable to Customer at the Location then the provisions of such law or regulation shall apply hereunder to the extent required to comply with such law or regulation. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.