

ORMOND ENERGY
FARM / BUSINESS ACCOUNT CREDIT APPLICATION

MAILING ADDRESS: PO BOX 248, PRINCETON NC 27569
 TELEPHONE: (919) 936-0221 FAX: (866) 709-9782

APPLICATION DATE _____

LEGAL NAME: _____ SOC SEC or TAX ID #: _____

TYPE / NATURE OF BUSINESS: _____ PARENT COMPANY NAME (IF APPLICABLE): _____

CONTACT NAME: _____ TITLE: _____

PHONE #: (____) ____ - _____ ALT PHONE #: (____) ____ - _____ EMAIL: _____

BILLING ADDRESS: _____ CITY _____ STATE _____ ZIP _____

YEAR BUSINESS COMMENCED: _____ BUSINESS TYPE: SOLE PRORIETORSHIP LLC C-CORP S-CORP PARTNERSHIP

BANK REFERENCES

#1 BANK NAME: _____

BANK ADDRESS: _____ CITY _____ ZIP _____ PH: _____

TYPE OF ACCOUNT: _____ ACCOUNT # REFERENCE: _____

#2 BANK NAME: _____

BANK ADDRESS: _____ CITY _____ ZIP _____ PH: _____

TYPE OF ACCOUNT: _____ ACCOUNT # REFERENCE: _____

BUSINESS/TRADE REFERENCES

#1 COMPANY NAME: _____ CONTACT _____

ADDRESS: _____ CITY _____ ZIP _____ PH: _____

#2 COMPANY NAME: _____ CONTACT _____

ADDRESS: _____ CITY _____ ZIP _____ PH: _____

SERVICES NEEDED INFORMATION

LIST THE EQUIPMENT or APPLIANCES NEEDING FUEL & THEIR FUEL TYPE

<u>APPLIANCES / EQUIPMENT (QTY)</u>	<u>FUEL TYPE</u>
1:	
2:	
3:	
4:	

#1 TANK(S) / DELIVER TO ADDRESS: _____ CITY _____ ZIP _____

DELIVERY SERVICE METHOD PREFERRED: AUTO/SCHEDULE WILL CALL AUTO/MONITOR

<u>FUEL TYPE</u>	<u># TANKS</u>	<u>TANK SIZE (Gals)</u>	<u>CURRENT TANK(S) OWNER? (INPUT "NO TANK" IF NEW SETUP)</u>
1:			
2:			
3:			
4:			

IF TANK(S) IS CUSTOMER OWNED, IT IS IMPORTANT THAT YOU UNDERSTAND & AGREE TO PARAGRAPH "CUSTOMER OWNED TANK AGREEMENT".

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#2 TANK(S) / DELIVER TO ADDRESS: _____ CITY _____ ZIP _____

DELIVERY SERVICE METHOD PREFERRED: AUTO/SCHEDULE WILL CALL AUTO/MONITOR

FUEL TYPE	# TANKS	TANK SIZE (Gals)	CURRENT TANK(S) OWNER? (INPUT "NO TANK" IF NEW SETUP)
1:			
2:			
3:			
4:			

IF TANK(S) IS CUSTOMER OWNED, IT IS IMPORTANT THAT YOU UNDERSTAND & AGREE TO PARAGRAPH "CUSTOMER OWNED TANK AGREEMENT".

#3 TANK(S) / DELIVER TO ADDRESS: _____ CITY _____ ZIP _____

DELIVERY SERVICE METHOD PREFERRED: AUTO/SCHEDULE WILL CALL AUTO/MONITOR

FUEL TYPE	# TANKS	TANK SIZE (Gals)	CURRENT TANK(S) OWNER? (INPUT "NO TANK" IF NEW SETUP)
1:			
2:			
3:			
4:			

IF TANK(S) IS CUSTOMER OWNED, IT IS IMPORTANT THAT YOU UNDERSTAND & AGREE TO PARAGRAPH "CUSTOMER OWNED TANK AGREEMENT".

AGREEMENT

TANK RENTAL AGREEMENT: Purchaser agrees to: (1) rent the tank, regulator and related equipment; (2) a TANK RENTAL FEE FOR EACH TANK if at least 125gals is not purchased per year, per tank; (3) purchase all fuel requirements for use at the applicable address indicated above from the Supplier; (4) a **minimum** 12-month service term, starting at time of tank install; (5) an EARLY TERMINATION FEE of if Purchaser discontinues service with Supplier prior to the required minimum term; (6) use the Equipment and fuel products in accordance with the safety information provided by Supplier as of the date of this Agreement and from time to time hereafter; (7) not allow anyone (other than Supplier) to supply fuel to any tank being rented from Supplier; (8) an E-CALL FEE should the Will Call Purchaser (n/a for qualified Auto Fill Customer) require a delivery less than 72 hour notice; (9) a TANK PICKUP FEE to be charged upon the completion of service between Purchaser and Supplier; (10) an INSTALLATION FEE for all new tank installations, plus any supplies and/or parts needed to complete install; (11) a RETURN CHECK FEE for all checks returned due to non-sufficient funds; and (12) a 1.5% FINANCE CHARGE per month (18% annual) on all invoices past 30 days.

CUSTOMER OWNED TANK AGREEMENT: Purchaser agrees to: (1) assume all responsibility of care and maintenance of the tank, regulator and related equipment; (2) use the Equipment and fuel products in accordance with the safety information provided by Supplier as of the date of this Agreement and from time to time hereafter; (3) a E-CALL FEE should the Will Call Purchaser (n/a for qualified Auto Fill Customer) require a delivery less than 72 hour notice; (4) a \$35.00 RETURN CHECK FEE for all checks returned due to non-sufficient funds; and (5) a 1.5% FINANCE CHARGE per month (18% annual) on all invoices past 30 days. TANK OWNERS ACKNOWLEDGE AND AGREE TO "Customer Owned Tank & Gas System Agreement, DOC # 08032017"

BY SUBMITTING THIS APPLICATION, YOU AUTHORIZE ORMONDS TO MAKE INQUIRIES INTO THE BANKING AND BUSINESS/TRADE REFERENCES SUPPLIED.

SAFETY INFORMATION

At Ormond's Oil & Gas, safety is priority. Although the risk of a fuel or propane leak or catastrophe is extremely low, ORMONDS provides 3 sources of safety information for our customers.

1. Our "Propane Safety & Use Information" will help ensure your company, employees and property are protected. The document/pamphlet accompanies this application, and given to for home use.
2. Safety information is also available on the back of every ORMONDS fuel delivery ticket. A delivery ticket will be left at every delivery location at time of delivery.
3. Safety information can be found anytime at www.propanesafetyfirst.com.

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APPLICANT PERSONAL GUARANTY

1. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Purchaser absolutely and unconditionally guarantee to Supplier (Ormond Oil & Gas Co. Inc.), the full and prompt payment of the debts, liabilities, and obligations of the Purchaser, which includes, but is not limited to the following:
 - a. The timely payment of all invoices for the purchase of fuel or other materials, products, and/or service work received from the Supplier;
 - b. The timely payment of all invoices associated with the maintenance, labor or installation of any product, whether or not it was supplied by the Supplier;
 - c. The payment of all incidental and consequential damages suffered by Supplier as a result of any breach or default of Purchaser of said Agreement.
 - d. The timely payment of all finance charges and interest which may accrue; and/or
 - e. Other _____
2. This Guarantee shall be binding upon the undersigned Purchaser and their heirs, representatives, successors, and signs of the undersigned Purchaser, and shall insure to the benefit of the Supplier and their heirs, representatives, successors, and assigns.
3. The undersigned Purchaser will pay or reimburse Supplier for all cost and expenses (including attorneys' fees and legal expenses) incurred by Supplier or his assign in connection with protection, defense, or enforcement of the Guarantee in any litigation or bankruptcy or insolvency proceedings.
4. The undersigned Purchaser authorizes the Supplier to obtain credit reports for the purpose of evaluation of credit performance in connection with this application for credit.
5. This Guarantee shall be a continuing Guarantee without further notice to the undersigned Purchaser, and shall remain in full force and effect until the undersigned has given Supplier written notice of revocation, which shall be effective ten (10) business days from the date of its actual receipt by Supplier. Such revocation will only apply to obligations of Purchaser incurred after the effective date of the revocation. The undersigned purchaser shall remain fully liable for all other obligations of Purchaser to Supplier under this Guarantee.

Applicant Acknowledgement

I have read, understand and agree to all terms of this agreement, including those on all 3 pages of this agreement. I have received, understand and will abide by information outlined in document titled "Propane Safety & Use Information Document". I have been informed and acknowledge where to find sources of propane safety information. I have read, understood and signed the "Customer Owned Tank & Gas System Agreement" document. I also understand that it is my duty to inform and pass said safety information sources to anyone that may come in contact, use, repair, or participate with appliances, gas, materials, parts or piping related to the services and products provided by Ormonds. If I violate, disobey or do not act in accordance to one or any of the information listed in any of the sources for propane safety provided to me, or information within this application, or agreements made as outlined in any safety documents with Ormonds, I nor my affiliates cannot and will not hold Ormonds or its affiliates liable of any wrong doing or negligence.

Initial

Read and agreed to the Propane Safety & Use Information Document

Initial

Read, agreed and signed a Customer Owned Tank & Gas System Agreement

APPLICANT

Sign: _____

Printed Name: _____

Title: _____

DATE: _____

CO-APPLICANT

Sign: _____

Printed Name: _____

Relationship / Title: _____

DATE: _____

Ormond's Representative: _____

DATE: _____