

ORMOND ENERGY

RESIDENTIAL: NEW ACCOUNT FORM & AGREEMENT

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

ACCOUNT FULL NAME: _____

SSN: _____ (needed for credit check) DATE OF BIRTH: _____ (needed for credit check)

MAILING ADDRESS: _____

MAIN PHONE #: (_____) _____ - _____ ALTERNATE PHONE #: (_____) _____ - _____

EMAIL ADDRESS: _____ Place of Employment: _____

CO-ACCOUNT FULL NAME: _____

SSN: _____ (needed for credit check) DATE OF BIRTH: _____ (needed for credit check)

MAILING ADDRESS: _____

PRIMARY PHONE #: (_____) _____ - _____ ALTERNATE PHONE #: (_____) _____ - _____

TANK INFO DELIVERY ADDRESS: _____ CITY _____ ZIP _____

1. IS THERE A TANK AT THIS LOCATION CURRENTLY: NO YES (IF YES, WHO OWNS TANK? _____)

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

2. IS THIS APPLICATION FOR NEW SERVICE OR SWITCHING SERVICE PROVIDERS? : NEW SWITCHING

IF SWITCHING, WHO IS THE PROVIDER AND WHY ARE YOU SWITCHING?

FUEL PROVIDER: _____ REASON FOR SWITCHING _____

3. WHEN DO YOU WANT SERVICE AT THIS LOCATION: ASAP WITHIN NEXT 30 DAYS I WILL CALL YOU WHEN I'M READY

4. PREFERRED DELIVERY OPTION: AUTO FILL (pending credit) WILL CALL NOT SURE, I NEED HELP (Final Decision _____)

5. DO KNOW WHAT TANK SIZE YOU NEED: YES, SIZE _____ NOT SURE, I NEED HELP (Size Decision: _____)

HOME/BUILDING INFO: 1. TYPE OF FUEL [check all that apply]: PROPANE GASOLINE OFF ROAD DIESEL ON ROAD DIESEL

2. FUEL APPLIANCES (check all apply): Central Heat, Cook, Generator, Logs, Clothes Dryer, Wall Heater, Water Heater

3. HOW LONG HAVE YOU OCCUPIED / LIVED AT THE LOCATION NEEDING SERVICE: Years _____ Months _____

4. DO YOU OWN HOME/BUILDING: YES NO

IF NO, OWNERS NAME _____ PH _____ RENTAL TERMS _____ (Months)

AGREEMENT

RENTAL AGREEMENT: If Ormond's tank, customer agrees to: (1) rent the tank, regulator and related equipment; (2) a TANK RENTAL FEE shall apply if at least 125 gallons is not purchased within a 12 month period; (3) purchase all fuel for said tank from the Supplier; (4) a minimum 12-month service term starting at time of tank install is required to retain any promotional pricing, discounts or refunds; (5) there are no early termination fees if Purchaser discontinues service with Supplier prior to the minimum 12-month service 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 to cover labor and crane cost; (10) an SETUP / INSTALLATION FEE for all new tank installations, plus any supplies and/or parts needed to complete install (unless otherwise promoted discounts apply); (11) a RETURN CHECK FEE for all checks and credit cards returned due to non-sufficient funds; and (12) a 1.5% FINANCE CHARGE per month (18% annual) and LATE FEE per month on all invoices past 30 days.

CUSTOMER OWNED TANK AGREEMENT: If customer tank, customer must provide tank affidavit and 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) an 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 RETURN CHECK FEE for all checks returned due to non-sufficient funds; and (5) a 1.5% FINANCE CHARGE per month (18% annual) and LATE FEE per month on all invoices past 30 days. TANK OWNERS ACKNOWLEDGE AND AGREE TO "Customer Owned Tank & Gas System Agreement, DOC # 08032017"

SAFETY INFORMATION

Safety is our priority. Although the risk of a propane leak or catastrophe is extremely low, we provide 3 sources of safety information for our customers.

1. Our "Propane Safety & Use Information" will help ensure your family 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.

WHAT TO DO IF YOU SUSPECT A LEAK: Purchaser agrees to notify ORMONDS **IMMEDIATELY** of any suspected gas leaks or defective Equipment. If a leak is suspected, Purchaser agrees to: (1) immediately evacuate all persons from the building where the leak is suspected; (2) turn the valve on the fuel gas tank to the "off" position; (3) not operate any electrical switch inside the building (including lights); (4) not use the telephone inside the building where the leak is suspected; and (5) immediately notify the Fire Department and the Supplier (Ormond's) that you have or suspect a fuel leak. The Supplier has emergency phone numbers for after hour's emergencies. **DO NOT STAY INSIDE THE BUILDING. CALL FOR HELP AT ANOTHER LOCATION AWAY FROM THE BUILDING.**

ACCOUNT HOLDER / 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.

Account Holder / Applicant Acknowledgement

I have read, understand and agree to all terms of this agreement, including those on the reverse side of this page. 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 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, I nor my affiliates cannot and will not hold Ormonds or its affiliates liable of any wrong doing or negligence.

APPLICANT

Sign: _____ Printed Name: _____ DATE: _____

CO-APPLICANT

Sign: _____ Printed Name: _____ DATE: _____

Ormond's Representative: _____ DATE: _____