



Area 2 Lumber River Propane

**RESIDENTIAL CREDIT APPLICATION AND SERVICE AND SUPPLY AGREEMENT**

|                                  |   |   |
|----------------------------------|---|---|
| Customer Number:                 | Date:   | <b>PLEASE PRINT</b>   |
| Name of Applicant:               | Telephone No: (    )                                    |   |
| Social Security No.:             | Rent    Own    Landlord ( <b>circle one</b> )           | No. years at current address:                                       |
| Spouse or Co-applicant Name:     | Social Security No.:                                    |   |
| Mailing Address:                 | Delivery Address:                                       |   |
| E-MAIL Address:                  | Monthly Statement Delivery Instructions:<br>Normal Mail |   |
| Employer Name:                   | Employer Telephone No.:<br>(    )                       | Address:  |
| <b>If Tenant, Landlord Name:</b> | <b>Landlord Telephone No:</b><br>(    )                 | Delivery Type: ( <b>circle one</b> )<br>Automatic   Will Call   COD |

I (We) certify that all information listed above is correct and current.

Customer agrees ATLANTIC PROPANE LLC DBA *Lumber River Propane* may investigate credit records. ATLANTIC PROPANE LLC may report performance under any agreement Customer may enter into with ATLANTIC PROPANE LLC to any credit agency.

| <u>Schedule of Initial Charges and Fees</u>  |  |
|--|--|
| Estimated Annual Propane Purchases: _____ (GAL)  | Equipment to be provided: _____  |
| Special Delivery Charge: <u>\$99/\$150</u> (per incident)<br><b>(Incurred for Unscheduled, Off-route deliveries)</b> | <b>125 GALLON MIN DELIVERY (250 tank &amp; larger)</b>                         |
| Tank Removal Charge: <u>\$99</u>   | Pump out fee: <u>\$.50 cents per gallon</u>                                    |
| Minimum Usage Charge: <u>\$36 - \$85 annually</u><br><small>*If tank is not filled twice a year</small>              | Labor Charge: <u>\$100/hour</u>  |
| Return Check Charge: <u>\$35</u> (per incident)  | Trip Charge: <u>\$25</u><br>(Incurred each time service technician dispatched) |

**Further terms and conditions governing the supply of propane, 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.**

|                                     |             |       |
|-------------------------------------|-------------|-------|
| Applicants Signature:               | Print Name: | Date: |
| Spouse or Co-Applicant's Signature: | Print Name: | Date: |

I/We agree to pay any balance owed to ATLANTIC PROPANE LLC 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 1 ½ % 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”.**

**“You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.”**

*I/We have read this disclosure and agree that Atlantic Propane LLC may contact me/us as described above.”*

#### **Terms and Conditions**

1. **Acceptance:** Upon acceptance by Atlantic Propane LLC, of this application, applicant (and co-applicant) shall become the “Customer”.
2. **Property:** ATLANTIC PROPANE LLC will provide Customer with appropriate propane storage tank (“tank”) or cylinder and related equipment (in ATLANTIC PROPANE LLC opinion), which will, at all times, remain the property of ATLANTIC PROPANE LLC and will not become a fixture or part of Customer’s real estate. A UCC-1 may be filed with the appropriate state where tank is located.
3. **Minimum Usage Charge:** A minimum usage charge (“MUC”) shall be incurred by Customer if Customer’s annual propane purchases are less than one (1) times the water capacity of the tank supplied to Customer. The time frame for the annual propane purchases for any season shall be measured from 10/1/XX until 9/30/XX.
4. **Termination:** Customer may terminate this agreement by giving ATLANTIC PROPANE LLC thirty (30) day prior written notice. ATLANTIC PROPANE LLC may terminate this agreement at any time if Customer violates any of the terms and conditions of this agreement. Prior to termination of this agreement, Customer shall use all propane in tank or cylinder. Any propane remaining in the tank or cylinder upon removal shall become the property of ATLANTIC PROPANE LLC and the value thereof maybe credited to the Customer at the discretion of ATLANTIC PROPANE LLC. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement. Upon termination, ATLANTIC PROPANE LLC may charge the Customer the tank removal charge or if the tank is not removed a customer termination charge of \$44.50 will apply.
5. **Exclusive Delivery:** Customer agrees that only propane sold by ATLANTIC PROPANE LLC will be delivered to the tank or cylinder provided by ATLANTIC PROPANE LLC.
6. **Delivery Price:** Customer shall pay ATLANTIC PROPANE LLC rates, fees or charges in effect on the date that propane is delivered to Customer. ATLANTIC Propane reserves the right to change its rates or charges if need be without prior notice. The price of propane varies based on market influences, ATLANTIC PROPANE LLC costs, volume of use, and other factors.
7. **Service Charges:** Service charges are based upon ATLANTIC PROPANE LLC then current labor and operational costs.
8. **Default:** Customer agrees to pay all invoices received from ATLANTIC PROPANE LLC 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.
9. **Equipment Operation and Access:** ATLANTIC PROPANE LLC shall maintain the equipment in good operating condition at all times. Customer hereby agrees that ATLANTIC PROPANE LLC shall have right of entry at all times upon customer’s premises at any or all reasonable hours of the day for the purpose of removal, inspection, and repair or to maintain the equipment. Access will be granted to ATLANTIC PROPANE LLC without question or hindrance by Customer or Customer’s agents. Customer will always be responsible for maintaining accessibility to said equipment.
10. **Limitations on Damages:** ATLANTIC PROPANE LLC 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. ATLANTIC PROPANE LLC shall not be liable for incidental or consequential damages.

The current price and/or rate for “service, propane, minimum usage charge(s), tank rental charge(s), tank removal charge(s)”, and any other fee, charge or cost to Customer is readily available by visiting or calling one of ATLANTIC PROPANE LLC Customer Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). ATLANTIC PROPANE LLC reserves the right to increase any prices, fees, rates or charges without prior notice.

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

**Return to Lumber River Propane via mail, email or fax  
101 Warwick Mill Rd Lumberton, NC 28358 | [info@lumberriverpropane.com](mailto:info@lumberriverpropane.com) | 910-536-1252**