

E.F. Laudenslager, Inc.

Account Application - Customer Agreement

Phone (610) 395-1582

MAIL, E-MAIL OR FAX COMPLETED FORM TO: E.F. LAUDENSLAGER, INC
 3545 Route 309
 Orefield, PA 18069
 FAX (610) 395-7022
 info@eflaud.com

<u>Applicants Last Name or Business</u>	<u>First Name</u>	<u>MI</u>	<u>Date of Birth</u>	
<u>Co-Applicants Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Date of Birth</u>	
<u>Propane Delivery Address</u>				
Street		Apt #	<input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOW LONG ____ YRS
City	State	ZIP	LANDLORD OR MORTGAGE HOLDER:	
Phone () ()	Cell Phone () ()	E-Mail Address		Fax Number () ()
<u>Mailing Address (if different)</u>				
Street		City	State	Zip
Previous Address (if less than 2 years at above address)			<input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOW LONG ____ YRS
Street		APT#	LANDLORD OR MORTGAGE HOLDER:	
City	State	ZIP		
How did you hear about us? <input type="checkbox"/> Newspaper <input type="checkbox"/> Direct Mail <input type="checkbox"/> Internet <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Customer Referral				

PROPANE EQUIPMENT – COMPANY OWNED

Upon credit approval of Applicant, and Co-Applicant, if jointly occupied (hereinafter referred to as "Customer"), EF Laudenslager, Inc. (hereinafter referred to as "EFL") agrees to: Install on the premises of Customer the following equipment and related appurtenances for propane service:

(herein after referred to as "Equipment"). In consideration for the installation/service of said Equipment, Customer agrees to the following terms:

Tank Rental: Customer will sign equipment/service agreement upon installation and will pay annual lease fee.

Equipment:

All Equipment owned by EFL will remain the property of EFL. From time to time, EFL may change the Equipment to coincide with Customer usage and government regulations. The authorized representative of EFL will be allowed necessary access at any time to inspect, service, remove, replace or move any part of the Equipment owned by EFL. Only authorized representatives of EFL will deliver propane, provide service, and have contact with the Equipment. Customer agrees to keep the area around the Equipment free of landscaping, debris and other hazards, including animals, which may damage the Equipment or cause injury to EFL's authorized representative. Customer will not in any way alter, deface or destroy any of the Equipment. Customer agrees to notify EFL immediately if Customer believes there may be a problem with the Equipment, such as, but not limited to, a gas odor, leak, puncture or other potential hazard.

Price & Fees:

There is no minimum annual purchase of gallons. The prices charged for the propane and service will vary periodically based on market conditions and other factors. There may be a special/after hours delivery fee applicable for will call customers.

Billing:

The propane delivery ticket left by the delivery driver is your bill unless prior arrangements have been made, or you are paying P.I.A. The bill for services will be sent by mail or e-mail after services have been provided.

Terms (Not applicable to P.I.A.):

Payments not received within 30 days after the delivery or service are subject to finance charges of 1.5% (18% Annual Percentage Rate). The minimum finance charge is \$.50. Finance charges are computed until the date payment is received and begin on the date of service or delivery.

Force Majeure Clause (Beyond Control of Either Party):

If EFL is prevented from completing performance of any or all of its obligations under this Agreement by an act of God, the conduct of third parties, or any other occurrence beyond its control, then EFL shall be excused from performance as long as it is reasonably necessary to complete performance.

Indemnification; Damages:

Customer releases, indemnifies, defends and holds EFL, its officers, directors, employees, authorized representatives, successors and assigns harmless from any and all demands, claims, liability, expenses and damages (" Claims") resulting from or caused by action or inaction which affects the proper function of the Equipment, unauthorized contact, use or servicing of the Equipment. EFL will not be responsible for any damages, claims, liability, losses or expenses resulting from the exhaustion of Customer's propane supply. Customer agrees to provide said indemnification and defense within ten (10) days of EFL's written notice to Customer of such Claim. This provision will survive termination or cancellation of this Agreement.

Taxes:

Customer will be solely responsible to pay all taxes imposed on all sales and services under this Agreement, whether or not billed by EFL.

Delivery and Service Suspension:

Delivery and services may be suspended if payment in full is not made within 30 days after a delivery.

Account Termination and Collection:

An account may be referred to a collection agency and an account may be terminated and all EFL Equipment removed if payment in full is not received within 30 days after a delivery or service provided. **Customer will be responsible for paying the past due balance, collection fees and attorney's fees, as well as a service charge to remove the Equipment.** If Customer chooses to terminate service with EFL, any balance on Customer's account will become immediately due and owing. Equipment removal fees and/or termination fees may also apply.

Returned Checks:

All returned checks are subject to a bank charge and a EFL handling fee as allowable by law. A returned check may result in the loss of credit with EFL.

Entire Agreement; Assignment:

This Agreement is comprised of **two** pages and constitutes the entire understanding between Customer and EFL regarding the provision of propane and related services to Customer. EFL may assign this Agreement to its successors or affiliates at any time without written notice. This Agreement is not assignable by Customer without the written consent of EFL. No modifications to this Agreement may be made except in writing by EFL.

By signing this Agreement, Customer consents to the evaluation of his/her credit history. Customer agrees to be subject to the terms of this Agreement and that purchase(s) will constitute acceptance of those terms. If Customer's spouse does not also sign this Agreement, Customer represents that he/she is authorized to sign this Agreement on behalf of his/her spouse. EFL may also report Customer's credit performance under any agreement entered into with EFL. Customer agrees EFL may request a consumer credit report in connection with this application and Agreement, and upon request, EFL will inform Customer of the name and address of the consumer reporting agency furnishing the credit report.

Applicant's Signature _____ Co-Applicant's Signature _____

Date _____ Date _____

Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No Limit: \$	By:	Date:
Comments:		
(For Office Use Only)	Price Code:	Is water heated by <input type="checkbox"/> Oil <input type="checkbox"/> Propane <input type="checkbox"/> Electric
Type of Delivery Requested:	<input type="checkbox"/> Automatic <input type="checkbox"/> Will Call	Services Required: <input type="checkbox"/> Budget <input type="checkbox"/> Rental <input type="checkbox"/> Other
Date Product / Services Needed By:		