



**SunGas Propane**

PO Box 1245  
 Phenix City, AL 36868-1245  
 334-298-7839  
[www.sungaspropane.com](http://www.sungaspropane.com)

**RESIDENTIAL CUSTOMER APPLICATION & SERVICE AND SUPPLY AGREEMENT**

Customer Number: <i>(completed by office)</i>		Date:	<b>PLEASE PRINT</b>
Name of Applicant:		Telephone No.:	
Social Security or Driver's License No.:		Rent <input type="checkbox"/> Own <input type="checkbox"/> Landlord <input type="checkbox"/> No. years at current address:	
Spouse or Co-applicant Name:		Social Security or Driver's License No.:	
Mailing Address:		Delivery Address:	
E-MAIL Address:		Monthly Statement Delivery Instructions: <input type="checkbox"/> Paperless/ Web notification (sign up online) <input type="checkbox"/> Normal Mail	
Employer Name:	Employer Telephone No.: (     )	Address:	
<b>If Tenant, Landlord Name:</b>	<b>Landlord Telephone No.:</b> (     )	Delivery Type: Automatic <input type="checkbox"/> Will Call <input type="checkbox"/>	

**I (We) certify that all information listed above is correct and current. Customer agrees SunGas Propane may investigate credit records. SunGas may report performance under any agreement Customer may enter into with SunGas to any credit agency.**

**Schedule of Initial Charges and Fees**

<b>Special Delivery Charge:</b> ___ \$50 ___ (Incurred for Unscheduled, Off-route deliveries)	<b>Equipment/Tank Rental Charge:</b> ___ \$48 ___ (Assessed annually on customer anniversary date)
<b>Tank Removal Charge:</b> ___ \$50 ___	<b>Restocking Fee:</b> ___ \$0.30 per gallon ___ (Un-used propane remaining in tank at time of pick up)
<b>Trip Charge:</b> ___ \$50 ___ (Incurred each time service technician dispatched)	<b>Return Check Charge:</b> ___ \$35 ___

**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.**

I/We agree to pay any balance owed to SunGas 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 1½% 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 Customer Application and Service and Supply Agreement."**

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

**Terms and Conditions**

1. **Acceptance:** Upon acceptance by SunGas of this application, applicant (and co-applicant) shall become the "Customer."
2. **Property:** SunGas will provide Customer with appropriate propane storage tank ("tank") or cylinder and related equipment (in SunGas opinion), which will, at all times, remain the property of SunGas 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. **Tank Rental:** After the first year of service, customer shall be billed for tank rental. Customer will be billed annual tank rental on the anniversary of account setup.
4. **Termination:** Customer may terminate this agreement by giving SunGas thirty (30) day prior written notice. SunGas 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 SunGas and the value thereof may be credited to the Customer at the discretion of SunGas. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement. Upon termination, SunGas may charge the Customer the tank removal charge or if the tank is not removed a customer termination charge of \$50 will apply.
5. **Exclusive Delivery:** Customer agrees that only propane sold by SunGas will be delivered to the tank or cylinder provided by SunGas.
6. **Delivery Price:** Customer shall pay SunGas rates, fees or charges in effect on the date that propane is delivered to Customer. SunGas reserves the right to change its rates or charges if need be without prior notice. The price of propane varies based on market influences, SunGas costs, volume of use, and other factors.
7. **Service Charges:** Service charges are based upon SunGas then current labor and operational costs.
8. **Default:** Customer agrees to pay all invoices received from SunGas 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:** SunGas shall maintain the equipment in good operating condition at all times. Customer hereby agrees that SunGas 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 SunGas 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:** SunGas 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. SunGas shall not be liable for incidental or consequential damages.

**The current price and/or rate for "service, propane, 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 SunGas Customer Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). SunGas reserves the right to increase any prices, fees, rates or charges without prior notice.**

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