



PO Box 158 | Wind Gap PA 18091 610-863-3835 | 610-863-5687 Fax
 950 Pennsylvania Ave, Pen Argyl, PA 18072

RESIDENTIAL CREDIT APPLICATION AND SERVICE AND SUPPLY AGREEMENT

Customer Number:		Date:	PLEASE PRINT
Name of Applicant:		Telephone No.: ()	
Social Security 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 No.:	
Mailing Address:		Delivery Address:	
E-MAIL Address:		Fuel Type: Propane <input type="checkbox"/> Heating Oil <input type="checkbox"/> Both <input type="checkbox"/>	
Employer Name:	Employer Telephone No.: ()	Address:	
If Tenant, Landlord Name:	Landlord Telephone No.: ()	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 Lessig may investigate credit records. Lessig may report performance under any agreement Customer may enter into with Lessig to any credit agency.

Schedule of Initial Charges and Fees	
Estimated Annual Purchases: _____ (GAL)	Equipment to be provided: _____
Special Delivery Charge(weekday): \$45.00-\$90.00 (per incident) (Incurred for Unscheduled, Off-route deliveries)	Emergency Delivery Charge: __\$195/hr__ (After hours, weekends and holidays, port to port)
Tank Removal Charge: \$95.00-\$190.00	Meter Deposit: _____ N/A _____ (Held and will be returned upon termination after all charges paid)
LP Tank Rental Fee: _____ See reverse _____	Meter System Fee: _____ \$9.99 per statement (monthly) _____ (metered service customers)
Return Check Charge: _____ \$35 _____ (per incident)	Diagnostic Fee: _____ \$95-\$150 _____ (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.

I/We agree to pay any balance owed to Lessig 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".**

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

Terms and Conditions

1. **Acceptance:** Upon acceptance by Osterman Propane LLC - DBA Lessig Oil and Propane "Lessig" of this application, applicant (and co-applicant) shall become the "Customer".
2. **Property:** Lessig will provide Customer with appropriate propane storage tank ("tank") or cylinder and related equipment (in Lessig's opinion), which will, at all times, remain the property of Lessig 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. **LP Tank Rental Fees:** A tank rental fee ("TRF") 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 anniversary date of initial propane fill.

Current LP Tank Rental Fees	
Tank Size	TRF
<120 Gal.	\$60.00
120 Gal.	\$84.00
240-330 Gal.	\$180.00
500 Gal.	\$216.00
1000+ Gal.	\$300.00

4. **Termination:** Customer may terminate this agreement by giving Lessig thirty (30) day prior written notice. Lessig 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 Lessig and the value thereof may be credited to the Customer at the discretion of Lessig. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement. Upon termination, Lessig may charge the Customer the tank removal charge if the tank is removed within 24 months of initial installation.
5. **Exclusive Delivery:** Customer agrees that only propane sold by Lessig will be delivered to the tank or cylinder provided by Lessig.
6. **Delivery Price:** Customer shall pay Lessig's rates, fees or charges in effect on the date that propane is delivered to Customer. Lessig reserves the right to change its rates or charges if need be without prior notice. The price of propane varies based on market influences, Lessig's costs, volume of use, and other factors.
7. **Service Charges:** Service charges are based upon Lessig's then current labor and operational costs.
8. **Default:** Customer agrees to pay all invoices received from Lessig 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:** Lessig shall maintain the equipment in good operating condition at all times. Customer hereby agrees that Lessig 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 Lessig 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:** Lessig 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. Lessig 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 Lessig's Customer Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). Lessig reserves the right to increase any prices, fees, rates or charges without prior notice.

_____ (initials)