

Propane Agreement

801 Main Street, Vancouver, WA 98660 • Credit Dept. Fax: 360-816-8029



RESIDENTIAL CUSTOMERS:

RESIDENTIAL CUSTOMERS: NAME (INCLUDE JOINT ACCOUNT NAME IF APPLICABLE)				BEST DAY PHONE #	
ADDRESS			DATE OF BIRTH		SOC. SEC. NO.
CITY	STATE	ZIP	<input type="checkbox"/> OWN <input type="checkbox"/> BUYING <input type="checkbox"/> RENTING	HOW LONG	HOME PHONE
PREVIOUS ADDRESS IF LESS THAN 1 YEAR		CITY	STATE	ZIP	HOW LONG
EMPLOYER NAME			PHONE		HOW LONG
JOINT PERSON EMPLOYER NAME			PHONE		HOW LONG

COMMERCIAL CUSTOMERS:

COMMERCIAL CUSTOMERS: NAME OF FIRM			PHONE #		FAX #
FIRM ADDRESS			CITY	STATE	ZIP
OWNER OR GUARANTOR'S NAME			PARTNERSHIP <input type="checkbox"/>	CORPORATION <input type="checkbox"/>	LLC <input type="checkbox"/>
OWNER OR GUARANTOR'S ADDRESS			FEDERAL ID #		SOLE PROPRIETORSHIP <input type="checkbox"/>
CITY	STATE	ZIP	STATE OF INCORPORATION		OTHER <input type="checkbox"/>
PLEASE LIST NAMES AND ADDRESSES OF PARTNERS OR CORPORATION OFFICERS					
BANK REFERENCES					
BANK			BRANCH	PHONE #	ACCOUNT TYPE <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> COMPANY
CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOAN					
CREDIT REFERENCES (GIVE ONLY FIRMS FROM WHOM YOU BUY ON OPEN ACCOUNT - LIST THREE)					
FIRM NAME	STREET	CITY	STATE	ZIP	PHONE
1.					
2.					
3.					

ALL CUSTOMERS:

INSTALLATION ADDRESS			
DESCRIPTION OF EQUIPMENT			
ESTIMATED MONTHLY GALLON USAGE	ANNUAL RENTAL	INSTALLATION CHARGE	ANNUAL MINIMUM USAGE

PERSONAL GUARANTEE

IN CONSIDERATION of the extension of credit to the above named applicant (hereafter called "Customer") and to induce the extension of credit, the undersigned do(es) hereby personally guarantee to Pacific Energy Group, LLC (hereafter called "Dealer") the prompt payment and performance, when due, of every claim, credit charge, account past-due service charge, obligation, or money due which may currently exist and/or hereafter arise in favor of the Dealer against the customer named. This is a continuing guaranty and shall remain in force until revoked by me (us) by notice in writing to the Dealer, but such revocation shall be effective only as to claims of the Dealer which arise out of product transactions entered into 5 days after its receipt of such notice. This guaranty shall bind and inure to the benefit of, as the circumstances may require, not only to the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors and assigns, as well. This obligation shall cover the renewal of any claim, credit charge, account, or money due guaranteed by this instrument or extension of time payments thereof, and shall not be affected by any surrender or release by the Dealer of any

other security held by it for any claim hereby guaranteed. The undersigned further agree(s) to pay any and all reasonable collection agency, attorney, and/or court costs whether or not litigation is instituted for collection thereof, and if litigation is instituted for collection, such reasonable attorney fees as the court may award, including any attorney fees, in court, arbitration, bankruptcy proceedings, or on appeal.

CREDIT REPORT CONSENT

The undersigned hereby consent(s) to Dealer's use of a nonbusiness consumer credit report for the undersigned in order to further evaluate the credit worthiness as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of credit as contemplated by this Credit Application.

The undersigned hereby authorizes Dealer to utilize a consumer credit report for the undersigned from time to time in connection with the extension, continuation, or the collection of the credit accommodation contemplated by this Application.

The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act in 15 U.S.C. @ 1681 et. seq.

Guarantor _____ Printed Name _____ Date _____

Guarantor (if Joint) _____ Printed Name _____

PACIFIC ENERGY GROUP, LLC

Credit Dept. Direct Fax 360-816-8029

TERMS AND CONDITIONS

SUPPLIER: PACIFIC ENERGY GROUP, LLC (hereafter "Dealer")

1. The Customer requests the installation of the propane storage and related equipment as listed, and the Customer agrees to pay Dealer the charges for the equipment, propane and related services as listed. Permit Fees, Equipment Rental and Installation Charges are NOT REFUNDABLE.

2. The term of this agreement will be _____ years from the date on which it is signed by the Customer and year to year thereafter, unless and until terminated as provided herein. Customer will purchase all of the propane from Dealer that is required for use at the address in this agreement for the term of this agreement. Only propane sold by Dealer shall be used with the above equipment.

3. Customer agrees to pay Dealer any license, permit or inspection fees or taxes imposed upon the equipment or the transaction agreed to in this agreement. If Customer uses propane for any taxable purposes not requiring collection by Dealer, Customer shall report and pay tax to the taxing authorities. Dealer reserves the right to require Customer to post a cash deposit as security for the payment of any sum which may be due under this agreement. This deposit may be deposited in Dealer's general business account and commingled with Dealer's funds. In addition, this deposit will not accrue interest in favor of Customer.

4. All equipment supplied or installed by Dealer which is not specifically sold to Customer, will remain the property of Dealer and shall not become a fixture of the Customer's property or a part of the real property. Customer owns all tubing, piping and fittings not owned by Dealer and is solely responsible for their maintenance. Upon request of Dealer, Customer shall execute a financing statement in form reasonably satisfactory to Dealer and return it to Dealer for filing. CUSTOMER will allow Dealer free access to the property where the equipment is to be located at all times to install, service or remove the equipment.

5. Regardless of the ownership of equipment, CUSTOMER WILL NOT MAKE ANY CONNECTIONS OR DISCONNECTIONS TO THE EQUIPMENT UNLESS WRITTEN PERMISSION IS RECEIVED FROM DEALER.

6. THERE IS NO REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PROPANE OR EQUIPMENT NOW OR HEREAFTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR AN INTENDED PURPOSE. UNDER NO CIRCUMSTANCES SHALL DEALER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION DAMAGES.

7. The Customer authorizes Dealer to replace its equipment at any time with no changes in the obligations of this agreement. If Dealer replaces the equipment with equipment of different capacity, the annual rental charges, if any, will be adjusted to those that are currently being charged for the equipment which is substituted. The Customer authorizes Dealer at its discretion, to temporarily remove its equipment during periods of non-usage by the Customer, in which event the rental charges, if any, will be suspended.

8. Dealer is not responsible for furnishing fill, resurfacing or restoring Customer's premises to its previous condition when any equipment is removed by Dealer.

9. Either party may terminate this agreement at the expiration of the original or extended term by giving the other party 30 days' advance written notice. Either party may terminate this agreement if the other party fails to satisfy any of the terms and conditions of this agreement Dealer may terminate this agreement immediately if: a. The Customer fails to purchase the annual minimum set forth in this agreement; or b. The Customer fails to pay Dealer amounts due under this agreement; or c. The Customer removes or tampers with the equipment installed by Dealer.

10. As any loss arising from a breach of this contract by Customer would be difficult to determine, it is agreed that in addition to any other remedies hereunder, liquidated damages for any breach of performance will be the lost profit margin for the annual

minimum gallonage. This amount is due and payable immediately at the time of breach, plus interest, and if necessary cost of collection to the maximum extent permitted by law.

11. Customer will promptly surrender to Dealer all of Dealer's equipment in the Customer's possession when this agreement is terminated for any reason. Dealer reserves the right to charge a restocking charge for such equipment and propane, in addition to the actual costs and reasonable charges to recover and remove the equipment.

12. If Dealer or Customer delays exercising any of its rights under this agreement, that party will not be prevented from exercising such rights at a later date. If Dealer or the Customer waives any breach of this agreement, that party will not be prevented from enforcing its rights under this agreement as though no waiver had occurred.

13. Dealer is not liable for any loss sustained by the Customer as a result of the temporary exhaustion of the Customer's supply of propane, nor for any injuries to persons or property arising out of the storage or use of propane, or the use, operation and maintenance or repair of any equipment or appliance storing or utilizing propane.

14. Dealer shall not be responsible for any delays or damages caused by events or circumstances beyond its reasonable control, including without limitation acts of God, fire, storms, floods, wars, strikes, shortages, compliance with laws or regulations, or Dealer's inability to obtain propane from its customary suppliers. Dealer may sell, transfer or assign this agreement without Customer's consent provided the agreement remains in full force and effect as between the Customer and the person replacing Dealer.

15. If there is any change in the ownership of Customer or if substantially all of the assets of Customer are sold, Customer shall promptly notify Dealer of such change of ownership and Dealer shall have a lien on all the assets of Customer and a lien on the proceeds of transaction relating to the change of ownership to secure payment of all outstanding sums owing to Dealer.

16. Customer agrees that the principal balance of every invoice shall be due and payable in full within 30 days of invoice date. Customer agrees to pay a past-due service charge computed on the basis of 1-1/2% per month (equivalent to 18% per annum) on all sums due to Dealer which have not been paid when due. Customer further agrees to promptly pay said past-due service charge. The past-due service charge is due and payable when invoiced, and an additional past-due service charge computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more past-due service charges shall not be deemed to be a waiver of future past-due service charges.

17. In the event that Dealer commences action seeking payment of any sums due it from Customer and/or Customer is in default of this agreement, even if no litigation is commenced, the Customer agrees to pay Dealer's reasonable collection agency fees, attorney fees and/or court costs, including those of or in any way related to Customer's default under this agreement.

18. This agreement shall bind and inure to the benefit of, as the circumstance may require, not only to the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns, as well.

19. Customer consents to the jurisdiction of the Courts of the State of Oregon and agrees that venue for such suit or action shall be the Courts of Multnomah County.

20. Other Terms: _____

21. This agreement is the final understanding between Dealer and the Customer and there are no prior representations or warranties. If any part of this agreement is adjudged invalid or unenforceable, the remainder of this agreement will continue to be valid and enforceable. This agreement may be modified or amended only in writing signed by both Dealer and Customer.

AGREEMENT

I have made the attached statements for the purpose of obtaining credit. I certify they are true and authorize Dealer to make a credit investigation. Full invoice amount must be received in Dealer's office within 30 days of invoice date. This agreement includes the terms and conditions above, and by the signature below, Customer acknowledges that Customer has read those terms and will adhere to them. Customer hereby consents to receive communications sent by or on behalf of Dealer and affiliates via email or fax, with no date of expiration.

CUSTOMER: _____

DEALER: _____

Signature: _____ Date: _____

PACIFIC ENERGY GROUP, LLC

Printed Name: _____

By: _____

Of: _____

As its: _____

As its: _____

Dated _____

Revised 02/2008