

MULHERN GAS COMPANY, INC
17 INDUSTRIAL TRACT, HUDSON, NY 12534
Telephone: 518.828-1300 Fax: 518.828.3244



ACCOUNT APPLICATION AND SERVICE AGREEMENT

NAME

PHONE HOME

WORK

CELL

BILLING ADDRESS

CITY/TOWN

COUNTY

STATE

ZIP

DO YOU

OWN

RENT

LANDLORD

LANDLORD PHONE

DELIVERY ADDRESS

CITY/TOWN

COUNTY

STATE

ZIP

CURRENT PROPANE SUPPLIER

PROPANE USES:

HEATING

SPACE HEATING

COOKING

HOT WATER

DRYER

OTHER

NOTICE TO BUYER:

1. This agreement supercedes any previously existing agreement between customer and Mulhern Gas Co., Inc.
2. Do not sign this agreement before you read it or if it contains any blank spaces.
3. Fees and Finance Charges are subject to change.

I (we) agree to be subject to the terms disclosed in this service agreement and any purchases will constitute my/our acceptance of those terms. I (we) hereby certify that the information provided above and any attachments included herein are true and correct and are furnished for the purpose of inducing Mulhern to extend credit to the undersigned.

A refundable deposit of \$ _____ is due with this signed application to initiate propane service.

In consideration of Mulhern Gas Co., Inc., hereinafter called Mulhern, selling goods and services to me on open account, I hereby agree to the terms and conditions on page two (2) of this account application and service agreement:

Signature _____ Date

Signature _____ Date
Mulhern Employee



ACCOUNT APPLICATION AND SERVICE AGREEMENT, CONTINUED

- A. Mulhern bills must be paid within 30 days of the invoice date to avoid a **FINANCE CHARGE**.
- B. If I do not pay my account total due within the time specified above:
1. A **FINANCE CHARGE** may be computed on the unpaid balance. I will pay a FINANCE CHARGE determined by multiplying the average daily balance by the appropriate periodic rate of 1.5% per month (Annual Percentage Rate 18.0%).
 2. A **SHUTOFF** of my gas supply may occur.
 3. A **SPECIAL TRIP CHARGE** of \$85.00 will be made for run outs or turning my gas service back on.
- C. **For accounts using 50 gallons or less annually, an additional MINIMUM CHARGE of \$8.00 per month will be assessed.**
- D. I understand that the tank(s), regulator(s), blocks and other special equipment installed by Mulhern for my use are the property of Mulhern and **TITLE TO THAT EQUIPMENT** remains with Mulhern. While I am using this equipment I agree that:
1. I will not tamper with or move this equipment.
 2. I will not allow anyone else to service, put gas in or use this equipment.
 3. I will notify Mulhern when any appliances connected to this service are added, removed or replaced.
 4. Mulhern must have reasonable access to its equipment for service, maintenance or removal.
- E. I understand that Mulhern will make every attempt to maintain a dependable supply of propane, however Mulhern makes no warranties, nor assumes any liability for consequences if the system runs out of propane.
1. I agree to maintain access to the propane tank(s) in such a manner as to avoid undue risk, damage or injury to Mulhern employees and equipment. **Driveways and areas around the tank(s) must be clear of snow and obstacles for us to make a delivery.**
 2. I understand that if an **OFF ROUTE** delivery is made because I have not met the terms and conditions of this agreement, I will pay a **SPECIAL TRIP CHARGE** of \$85.00 at the time of the **OFF ROUTE** delivery.
- F. I further agree that if I do not abide by the terms and conditions of this agreement I:
1. Waive any claim for loss, damage or injury that may result.
 2. Will pay reasonable legal fees and collection costs incurred by Mulhern to retrieve its property or collect overdue payments.
- G. **RETURNS AND REFUNDS:** Upon termination of service covered by this agreement, Mulhern will refund any deposit funds and will credit any gas remaining in the propane system at the price for which it was purchased, less any outstanding account balances. In addition, if service is terminated an **ACCOUNT HANDLING FEE** of \$50.00 will be charged.
- H. **TERMINATION:** Service is terminable at will by either Mulhern or the customer. **TERMINATION** shall occur when Mulhern removes its equipment from your premises and all outstanding balances are paid.