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1676 Waverly Avenue | Post Office Box 426 | Kilmarnock, Virginia 22482
804-435-1126 | Fax: 804-435-1128 | nwpenergy.com

COMMERCIAL CREDIT APPLICATION

DATE: _____

CONTACT INFORMATION

BUSINESS NAME: _____ FEDERAL ID #: _____

BILLING CONTACT NAME: _____ PHONE #: () _____

BILLING ADDRESS: _____ PHONE #: () _____

CITY: _____ ZIP CODE: _____

DELIVERY ADDRESS: _____

CITY: _____ ZIP CODE: _____

EMAIL: _____ PAPERLESS BILLING? YES NO

SENIOR OFFICERS

NAME: _____ NAME: _____

TITLE: _____ SS#: _____ TITLE: _____ SS#: _____

CREDIT REFERENCES

BUSINESS NAME: _____ PHONE #: () _____

MAILING ADDRESS: _____ FAX #: () _____

BUSINESS NAME: _____ FAX #: () _____

MAILING ADDRESS: _____ PHONE #: () _____

FUEL REQUIREMENTS (CHECK ALL THAT APPLY)

TYPE OF FUEL: PROPANE IF PROPANE, USED FOR: CENTRAL HEAT FURNACE BACKUP HEAT SPACE/WALL HEATER

HOT WATER GAS LOGS GENERATOR COOKING DRYER GRILL POOL HEATER

#2 HEATING OIL 87 ETHANOL GAS DULSD (OFF-ROAD) ULSD (ON ROAD)

87 NON ETHANOL GAS 89 NON ETHANOL GAS DYED KEROSENE

TYPE OF DELIVERY: AUTOMATIC WILL CALL TANK SIZE: _____ ABOVE GROUND TANK UNDER GROUND TANK

NOTE: Benefit from Automatic Delivery and receive priority 24/7 delivery and service. Will Call customers MUST monitor the level in their tank and expect two to five business days turnaround. Will Call customers are subject to a delivery fee if delivery is required during after hours, same day, on weekends or holidays.

DELIVERY DIRECTIONS: _____

FOR OFFICE USE ONLY

ACCOUNT NUMBER: _____ ROUTE: _____ TERMS: _____ CREDIT LIMIT: _____

NWP ENERGY COMPANY CREDIT AGREEMENT

This agreement covers your credit account with NWP Energy Company (hereafter referred to as NWP). In this agreement, the word "you" refers to each individual person, firm, corporation or business entity (jointly and severally, if more than one) who/which applied for or uses the account.

- A. PROMISE TO PAY:** When you use your account or permit someone else to use it for a purchase, you promise to pay the total amount of the purchase. You also promise to pay any finance charges and other charges that may be due on your account.
- B. CREDIT LIMIT:** You promise to make purchases only up to your assigned credit limit. We can increase or decrease your limit at any time.
- C. TERMS:** Our terms are net 30 days from date of delivery.
- D. PAYMENTS:** You agree to pay for each purchase in full. All payments must be made in U.S. dollars to the address shown on your invoice or statement. Payments received at such address by 11:00 AM on each business day will be credited as the day of receipt.
- E. FINANCE CHARGES:** The finance charge on your account will be determined by applying a monthly periodic rate to the average daily balance on your account. The monthly periodic rate will be equal to 1/12th of the annual percentage rate. The monthly periodic rate is 1.50% and the corresponding annual percentage rate is 18.0%. The monthly periodic rate applies to all account balances.
- F. AVERAGE DAILY BALANCE:** The average daily balance on purchases is calculated by adding all of the daily balances to the billing cycle and dividing the total by the number of days in the billing cycle. Each daily balance is determined by taking the beginning balance of purchases each day, adding new purchases, unpaid finance charges and other charges, then subtracting payments and credits.
- G. WHEN FINANCE CHARGES BEGIN:** We will not charge a finance charge on purchases if you pay the balance shown by the payment due date. If you do not pay your new balance in full by the payment due date, you will be charged a finance charge on the average daily balance of purchases during the billing cycle.
- H. FEES:** To the extent permitted by the law, the following fees may be charged to your account as applicable: Returned Check Fee, Tank Rent Fee, and Environmental Compliance Fee.
- I. CHANGE OF ADDRESS:** You agree to notify us in writing of any change in your address. In the absence of any written notice from you of a change of address, we will have fulfilled any duty to give you the required notice or statement by sending it to you at the address shown on our record.
- J. ENTIRE BALANCE DUE:** To the extent permitted by law, we can, without notice, require payment of the entire outstanding balance of your account immediately if you miss a payment, break one of your other promises under this agreement, die, become bankrupt, or if you are in default under any other agreement with us. We can also do this if we determine that you made false or misleading statements on your application for your account.
- K. COLLECTION COSTS:** If you do not pay us as required by this agreement, you agree to pay all of our collection costs, including reasonable attorney fees, agreed to be 33.33% of the then outstanding balance due on your account, plus related collection expenses and all costs of court, and you will waive the privilege of being sued in your county of residence. It is stipulated and agreed that the courts, general district and circuit of the County of Lancaster, shall be an appropriate venue for any actions at law between the parties and especially for any actions to collect sums alleged owing on open account from buyer to NWP, but this shall be non-exclusive and shall not preclude the use of other appropriate venues pursuant to Virginia law. This provision shall be material to any decision to extend the credit to buyer based upon this credit application. In the event we receive judgment against you in General District Court, you agree to pay the annual percentage rate as allowable by the Commonwealth of Virginia until paid in full.
- L. CANCELLATION:** You may cancel your account at any time by giving written notice to us. We can cancel your account at any time without notice. Cancellation of your account will not affect your liability to us for any balance due on your account, and the terms and conditions of this agreement will remain in effect until the balance on your account is paid in full. If your account has been held jointly with another person and you wish to end this joint privilege, you must notify us in writing. Similarly, if you have authorized someone to use your account and wish to revoke that right, you must notify us in writing. You and/or other authorized users may then reapply for a new account in each of your names.
- M. CHANGE IN TERMS:** We may change the terms of this agreement at any time. To the extent permitted by law, the new terms (including finance charges or other charges) will, at our option, apply to the balance of your account when the new terms become effective and will apply to all purchases and advances made after that date. If law requires notice of the new terms, we will send the notice to your address shown in our records.
- N. CREDIT INFORMATION:** You agree that we may make credit inquiries about you, including obtaining credit bureau reports and verifying your employment, and may give credit information about our transactions with you to others. You agree, upon request, to furnish us with updated financial information in a form acceptable to us. You agree to report to us any adverse change in your financial condition.
- O. WAIVER:** Our failure to exercise, or our delay in exercising any of our rights under this agreement for any reason does not mean that we will be unable to exercise those rights later.
- P. SEVERABILITY:** The invalidity of any provision of this agreement shall not affect the validity of any other provision.
- Q. GOVERNING LAW:** Except to the extent federal laws govern them, the laws of the Commonwealth of Virginia govern this agreement and your account with us.
- R. NOTICE:** The following notice is given pursuant to Virginia law; to avoid finance charges being applied to your current purchases on next month's statement, pay the new balance on this statement in full by the due date.

YOUR BILLING RIGHTS: Keep this notice for future use. This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act. Notify us in case of error or questions about your bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at the address shown on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain if you can why you believe there is an error. If you need more information, describe the item you are not sure about.

Our rights and responsibilities after we receive your notice: We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

The information stated in this application for credit is true and correct to the best of my knowledge and belief. I acknowledge and agree that I will complete such additional and further applications for credit as from time to time may be requested by NWP and that I understand that NWP will retain this application whether or not it is approved. I have read and I acknowledge that I understand and agree to, both on my own behalf and the behalf of any other person, firm, entity or corporation to be obligated to NWP under this credit application, all of the above credit terms, and I acknowledge receipt of a completed copy of my credit application. If this application is incomplete in any way in the opinion of NWP, I agree that I will promptly supplement the information set forth herein in order that the application may be processed and I understand that any extensions or credit prior to any final approval of this application are contingent upon such approval, and in no way bind NWP to make any future extensions of credit. I further agree that I will, upon request of NWP, update the information set forth in this credit application and that I will promptly advise NWP if any of the foregoing information changes in the future.

APPLICANT SIGNATURE _____

APPLICANT NAME PRINTED _____

CO-APPLICANT SIGNATURE _____

CO-APPLICANT NAME PRINTED _____



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CUSTOMER EQUIPMENT AGREEMENT/ LIQUID PETROLEUM GAS AGREEMENT

DATE: _____ ACCOUNT #: _____

CUSTOMER NAME: _____

At the request of the customer named on the reverse hereof, hereinafter called "Customer", NWP ENERGY, called "Company", having a place of business at Kilmarnock, VA, agree to lend to the Customer one set of liquefied petroleum gas utilization equipment, described on the reverse hereof, hereinafter called "Equipment", subject to the following conditions:

1. Either party may terminate this agreement at any time by giving the other party thirty (30) days prior written notice.
2. Company will make repairs or adjustments which, in its opinion, are necessary: provided, however, if the need for such repairs or adjustment are occasioned by the negligence, misuse of servicing by the customer or anyone not authorized by Company, such repairs and adjustments shall be at the customers' expense. All appliances to be used with and served by the equipment shall be installed by a competent mechanic experienced in making liquefied petroleum gas installations and connections. Customer assumes full responsibility for all connections made to the Company's lines for the installation of any appliance unless customer affords Company an opportunity to inspect and supervise such installation and pays company its regular service charge.

The customer shall be responsible for any loss or damage to the equipment, unless caused by an act of God. Customer shall comply with all regulations and instructions supplied with or attached to the equipment.

3. Company may terminate this agreement immediately and without notice in any of the following events:
 - (a) If any product other than liquefied petroleum gas sold by Company is used with the equipment;
 - (b) If customer fails to pay any monies due Company;
 - (c) If the equipment shall be moved from the location shown on the reverse hereof without Company's written consent;
 - (d) If the equipment becomes damaged on any manner or
 - (e) If the premises upon which the equipment is located becomes subject to foreclosure proceedings upon any mortgage or lien, or upon the sale transfer or conveyance of the premises or if the customer shall move from the premises or leave it unoccupied for an extended period;
 - (f) If the customer does not purchase in the 12 month period from July 1 through June 30 of any given year LP gas volumes equal to at least 100 gallons. (See item 4 for charges)

Upon any termination, customer shall, in accordance with the Company's instruction, return the equipment in as good order and condition as when loaned, ordinary wear and tear excepted; or, Company or its authorized representative, may without notice or demand, and without legal process, enter any premises where the equipment is located and take possession of it. Customer expressly waives all claims for damages and all rights under local or other ordinances or laws regulating the removal of the equipment. Company shall not be liable for any damage to the premises necessarily incurred by the removal of the equipment therefrom. The removal of the equipment or the termination of this agreement shall not be deemed a waiver by Company or any other remedies provided by law.

4. The adjusted annual equipment rent for the term of this agreement is \$126.36 (\$ 10.00/MO) plus applicable taxes and any such additional sums that represent time, labor and materials in making installations which the customer agrees to pay the Company or its authorized representative upon demand. The equipment is and shall remain the property of the Company. The rent and installation charges provided for herein shall not be considered a deposit and will not be refunded upon the termination of this agreement.

CUSTOMER EQUIPMENT AGREEMENT/ LIQUID PETROLEUM GAS AGREEMENT

CONTINUED FROM PREVIOUS PAGE

5. Customer shall indemnify and save harmless Company and its successors and assigns of and from any and all liability for claims for loss, damage or injury of persons or property (including, without limitation, customer, his agents, servants and employees and members of his household or other occupants of the premises upon which the equipment is located) caused or occasioned by any leakage, fire or explosion of any of the products stored in said equipment or contained or drawn through said equipment or any attached or appliance used connected, installed or furnished therewith which shall occur before notice to Company of any defect in the equipment or failure of customer to shut off gas in accordance with such regulations and instructions or otherwise to observe such regulations or instructions or which shall be the result of negligent damage to or misuse of the equipment by Customer.
6. This agreement is not assignable or transferable by customer without the written consent of Company.
7. This agreement contains the entire contract between the parties as to the equipment and supersedes all agreements, warranties or representations, oral or otherwise. This agreement cannot be changed or any of its provisions varied except in writing, signed by the customer and accepted by Company. Any waiver of any of the terms or conditions of this agreement shall not deemed to be a continuing waiver of such terms or conditions or a waiver of any other term or condition hereof.
8. Deliveries of LP Gas will be made by Company according to delivery schedule as established by the company. If deliveries shall be made by the Company at other times at the Customer's request, the Customer agrees to pay an extra delivery charge. Same day deliveries for will call customers will require a delivery charge.
9. The Company is not responsible for failure to deliver gas in time of shortages, labor unrest, riot or due to conditions beyond Company control. The Company is not responsible for the performance or operation of any appliance which has not been sold and installed by NWP ENERGY.
10. The Company is not responsible for damage to driveways or private roads, which may occur as a result of servicing any equipment included in this agreement.
11. In the event that a tank is removed from a customer's premises, the customer will be responsible for all costs associated with such removal.

CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND OF THE REGULATIONS AND INSTRUCTIONS REFERRED TO HEREIN.

CUSTOMER SIGNATURE _____

CUSTOMER NAME PRINTED _____

NWP ENERGY SIGNATURE _____

NWP ENERGY PRINTED _____

IN CONSIDERATION OF THE INSTALLATION OF THE EQUIPMENT BY COMPANY AS HEREIN PROVIDED, THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS HEREOF.

TANK SERIAL #: _____ TANK SIZE: _____