



72 Lower Main St., PO Box 549, Morrisville, VT 05661 Phone: 800-326-8763 or 802-888-2611 Fax: 866-252-9645
 810 Red Village Rd, PO Box 1385 Lyndonville, VT 05851 Phone: 802-626-9859 Fax: 802-626-9731
 17 North Main St, Waterbury, VT 05676 Phone: 802-244-8667 Fax: 802-244-5507

Application for commercial fuel service

The application process will be delayed if it is not complete legibly and in its entirety.

Business Name			
Federal Identification Number		Vermont State Identification Number	
Owner's Name		SSN - -	
Billing Address			Suite/Office #
City		State	Zip
Telephone Number		Fax Number	
Accounts Payable Contact			
Telephone Number		e-mail address	
Is your business tax exempt? Yes No (If yes, please attach a copy our your Vermont State tax exemption form (Form S-3))			
How would you prefer to receive your statements (circle one): US Mail Electronic (must supply us with e-mail address)			
Please list additional people that are authorized to request fuel or service for this account: (Note: Applicant and Co-Applicant are responsible for amounts due from fuel and service requested by authorized persons.)			
1. _____		2. _____	
3. _____		4. _____	

Delivery information

Delivery Type: Automatic (based on credit approval) Will-Call		Invoicing Option: Leave Ticket Mail Invoice e-mail Invoice	
Delivery Address			Apartment #
City		State	Zip
Driving directions			

Do you OWN or RENT your property?

Landlord Contact Information

Landlord Name		e-mail address	
Mailing Address			Apartment #
City		State	Zip
Home Phone	Work Phone	Cell Phone	

Credit References

Name of Bank:	Phone Number
Utility Company:	Phone Number
Creditor: Other	Phone Number
Creditor: Other	Phone Number

Oil Tank & System Information

Former Supplier: _____ Last time tank was filled: _____ % in tank: _____ %
Reason for leaving former supplier (circle what applies): Service Customer Service Fuel Pricing Billing Delivery
Other: _____
Are you currently under any pricing contract with your current supplier? YES NO
Tank Size (circle one): 275 550 1000 Other: _____ Underground: YES NO Number of tanks: _____
Tank locations (circle one): Inside Outside Fill pipe location: _____ Fuel (circle one): Oil Kerosene
Type of heat (circle one): Hot Water Steam Warm Air Annual Usage: _____
Make of Boiler/Furnace: _____ Maker of Burner: _____ Date of last cleaning: _____

LP Tank & System Information

Former Supplier: _____ Last time tank was filled: _____ % in tank: _____ %
Reason for leaving former supplier (circle what applies): Service Customer Service Fuel Pricing Billing Delivery
Other: _____
Are you currently under any pricing contract with your current supplier? YES NO
Tank Size (circle one): RM 60 120 250 320 500 1000 Underground: YES NO Number of tanks: _____
Type of heat (circle one): Hot Water Steam Warm Air Annual Usage in Gallons: _____
Usage (circle what applies): Heat Hot Water Cooking Dryer Fireplace Pool BBQ Generator Other: _____
Make of Boiler/Furnace: _____ Maker of Burner: _____ Date of last cleaning: _____

How did you hear about Bourne's Energy (check what applies)?

Newspaper Referral Radio Phone book Internet Truck/Service Vehicles Trade show Other: _____

Terms and Conditions

Your signature below confirms your understanding and acceptance of the following:

This application is for fuel delivery and service only; it does not constitute a pricing contract.
Credit terms are 30 days for approved open accounts.
Minimum delivery is 100-gallons or fill for tanks if the tank hold less than 100-gallons.
Discount's available to customers that receive 150 gallons or more and pay via cash, check or EFT.
48-hour (2 business days) notification of the scheduled delivery day is required for all deliveries for will call customers.
Trip charges will be assessed for off-schedule and after-hours deliveries, as well as for deliveries scheduled without proper notice.
Customers MUST provide a safe and adequate drive and walk way and keep the tank and fill pipe free of snow and ice.
Bourne's Energy is NOT responsible for freeze-ups if we cannot access the tank or fill pipes, or if your home is unoccupied and your heating system fails.
Location of the tank must be within 100-feet of where a delivery truck can safely park in all seasons.
All tenants having credit extended to them are required to pay a deposit, which will be applied to the account when they move.
Automatic fill does not guarantee that your tank will never run out of fuel.
Applicants requesting service for multiple properties should call and speak with one of our customer service representatives.
Applicants with outside oil tanks that are not buried will be delivered kerosene during the winter months.

I (We) understand that 1 1/2 % service charge per month will be charged to the customer on any outstanding amount owed over 30-days. If it is necessary for Bourne's Energy to incur collection costs for any amount due under this agreement, the undersigned herewith is responsible to pay any additional collection costs including reasonable attorney's fees.

Applicant's Signature Date

Co-Applicant's Signature Date

CONSENT

I (We) hereby give my (our) consent to have Bourne's Energy obtain any and all information regarding my (our) employment, checking, and/or savings accounts, credit obligations, and all other credit matters, which they may require in connection with my (our) application for credit.
I understand that a consumer report prepared by a consumer-reporting agency may be obtained at the time I apply for my account and, if my account is approved, at any time after that. I have the right at any time to ask Bourne's Energy whether a report was obtained and, if so, to have Bourne's Energy furnish me with the name and address of the consumer-reporting agency that prepared the report.
THIS FORM MAY BE REPRODUCED AND THAT COPY SHALL BE AS EFFECTIVE AS THE ORIGINAL CONSENT, which I (we) have signed.

Applicant Signature Co-Applicant Signature

I am (We are) aware that the assigned Credit Bureau may call me (us) to clarify information obtained in my (our) application or credit history(ies) in order to expedite the processing of the credit application. I (We) can be reached at the following telephone number(s) during the day:

Name Phone Number From To

Name Phone Number From To

For Office Use Only

Credit Approved: YES NO Approved By: _____ Approval Date: _____
Credit Code: A B C Security Deposit: \$ _____ .00



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Consumer Bulk Gas Service Agreement

THIS AGREEMENT is entered into this _____ day of _____, 2_____, by and between Bourne’s Energy, a Vermont corporation with its principal place of business at Morrisville, Vermont, hereinafter referred to as “Bourne’s” and _____ of _____ hereinafter referred to as “Consumer,” with an installation address at _____, Vermont.

To be filled in by a Bourne’s Energy Representative

of Tanks _____ Size _____ Serial # _____ Lease? Y / N If yes – Amount \$ _____

Accepted as of the date first written above:

BOURNE’S ENERGY

Bourne’s Signature

Customer’s Signature

IN CONSIDERATION of an installment charge paid to Bourne’s, or its authorized agent, by the Consumer, and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Safety Warnings.

The Consumer verifies at the time of signing this Agreement that he/she has been advised of the following safety steps required for the use of a Propane System (please initial each line):

- _____ Know how to turn off the gas in case of emergency.
- _____ Have smelled propane and can detect its odor.
- _____ Have received the consumer safety information and material.
- _____ Had gas system deficiencies and/or corrections, if any, clearly explained by a qualified representative of the Company.

2. Equipment.

A. Installation.

Bourne’s agrees to supply and install a complete Bulk Gas Service System, hereinafter referred to as “System,” at the consumer’s installation address listed above. The System shall consist of a Bulk Tank and/or Filler Valve Cylinder, including the pressure regulation equipment suitable for use with liquefied petroleum gas, which is owned and maintained by Bourne’s Propane at no charge.

B. Repairs and Adjustments.

Bourne’s agrees to repair and properly adjust the system, as required, during the term of this Agreement. Bourne’s reserves the right to charge Consumer a reasonable amount for such repairs or adjustments. The consumer agrees to take proper care of the System and to be responsible for any loss or destruction of the System un-related to service performed by Bourne’s between service calls and gas checks, during the term of this agreement. Consumer agrees to notify Bourne’s of any changes made to the system after last gas check.

C. Access to Equipment.

The Consumer agrees to permit Bourne’s, or its authorized agent, access to the System at all reasonable times for purposes of inspection, service, and removal at the termination of this Agreement or at any other time removal of the System is permitted by this Agreement.

D. Ownership of System.

The parties agree that the System, and all of its appurtenances, is and remains at all times the property of Bourne’s. The parties agree that the System, which includes tank(s) and regulator equipment, will remain the property of Bourne’s Propane. The remainder of the system will be customer’s responsibility.

E. *Removal of System.*

Bourne's shall have the right to remove the System from the premises described above as the installation address at its discretion at any time subsequent to a disconnection of service to such premises. Bourne's shall also have the right to remove the System if the Consumer discontinues use of liquefied petroleum gas (LPG) marketed by Bourne's. At any time the Consumer's gas usage does not warrant existing storage capacity, as determined in the sole discretion of Bourne's, Bourne's may exchange the System, replacing it with another of more appropriate size.

F. *Consumer's Actions.*

The Consumer agrees to make no adjustments, connections, disconnections, or any alterations to the System, or any of its parts or components. The Consumer also agrees not to permit anyone except Bourne's or its authorized agent, to make any adjustments, connections, disconnections or any alterations to the System. If the Consumer breaches this provision, the Consumer will be held liable for any consequential damages.

3. Supply Agreement.

A. *Sale and Delivery: Terms.*

Bourne's agrees to sell and deliver upon order LPG sold under the trade name BOURNE'S PROPANE to Consumer at the installation address and into the System supplied by Bourne's in sufficient quantities to meet all of Consumer's requirements. Pricing is subject to increase or decrease without notice.

B. *Renewal.*

The parties specifically agree that this Agreement shall automatically renew itself year after year upon the same terms and conditions, unless either party gives the other thirty (30) days written notice prior to an anniversary of the expiration date specified above of his, her or its intentions to terminate this Agreement.

C. *Purchase of Requirements.*

The Consumer agrees to purchase from Bourne's all of the LPG requirements at the installation address during the term of this Agreement and to pay the purchase price of the delivered LPG on demand by Bourne's or its duly authorized agent. The Customer agrees to use the equipment only for storage of propane purchased from Bourne's. Bourne's has the right to remove the equipment after a fifteen (15) day notice to the Customer, should the Customer not purchase all his requirements of propane from Bourne's.

D. *Purchase Price.*

The Consumer agrees to pay the price charged by Bourne's under its existing schedule of prices applicable to the Consumer's classification as same may be from time to time amended. The Consumer agrees to pay all taxes applicable by law to sales and deliveries under this Agreement. Demand by Bourne's or its duly authorized agent, for payment may be made on delivery or at any time after delivery as the parties may agree.

E. *Minimum Delivery.*

Bourne's reserves the right to establish minimum delivery requirements consistent with applicable Vermont law. Bourne's, at its discretion, may charge a minimum of \$75 for disconnection, removal, or pump-out of system.

F. *Delivery Fees.*

The Consumer may be charged a reasonable fee for any delivery made outside of normal business hours or outside normally scheduled deliveries to Consumer's geographic area.

G. *Delivery Requirement Exceptions.*

Bourne's shall not be obligated to make deliveries to Consumer when the supplies or facilities of production, manufacture, transportation, distribution or delivery contemplated by Bourne's are interrupted or unavailable by reason of any requirement or request of any governmental authority, wars, public disorder, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, acts of God, accidents or breakdowns, whether or not preventable, or any cause beyond Bourne's control.

4. Delinquency; Disconnection.

If a valid bill remains unpaid thirty (30) days after billing or delivery, Bourne's may cause a Notice of Disconnection to be delivered to the Consumer. A Notice of Disconnection will be given at least fourteen (14) days but no more than twenty (20) days before the date on which disconnection is to take place. Thereafter, Bourne's may refuse, interrupt or disconnect service as provided by applicable Vermont law.

5. Assignment.

This Agreement is not assignable or transferable by the Consumer without the prior written consent of Bourne's.