

McPhail Fuel Company

Application For Service and Open Account

300 Alder Ave • Cotati • Mailing Address: P.O. Box 960 • Cotati, CA 94931 • Telephone (707) 285-3525 • Fax (707) 285-2180
Website: www.mcphails.com (Please Type or Print) Email: fuel@mcphails.com

ACCOUNT NAME:

Date: _____

APPLICANT

Name: _____ Social Security No: _____

Home Phone No: _____ Cell Phone No: _____

Email Address: _____

Billing Address: Street: _____

City: _____ State: _____ Zip: _____

Delivery Address: Street: _____

City: _____ State: _____ Zip: _____

Name of Employer: _____ Phone: _____

Business Address: Street: _____

City: _____ State: _____ Zip: _____

Position / Title: _____ How Long (Years/Months): _____

CO-APPLICANT

Name: _____ Social Security No: _____

Name of Employer: _____ Phone: _____

Business Address: Street: _____

City: _____ State: _____ Zip: _____

Position / Title: _____ How Long (Years/Months): _____

EMERGENCY CONTACT

Name: _____ Address: _____ Phone: _____

HOW DID YOU HEAR ABOUT US: _____

COMMENTS: _____

LP GAS DELIVERY: Please indicate your choice below.

WATCH GAS: McPhail Fuel Co. will monitor your tank and make deliveries on a regular basis. We deliver propane to you on a routed schedule, which is based on your tank size, appliances, location, road conditions and weather. Weather conditions or a change in consumption can affect your normal usage. If a period of unusual high use is expected (i.e. pool heaters, generators, holiday visits), please notify our office at least 5 business days prior to the change. This will allow us to accommodate your increased needs. NOTE: Vacation homes and vacation rentals, in particular, can experience irregular usage. We will periodically check the level of the tank at your vacation home or rental and fill as needed. We do ask that vacation home and vacation rentals be monitored more closely by you or your rental agency and notify us if the gauge reads 20 - 30%.

I agree to the Watch Gas terms of service _____ (Please Initial)

CALL IN: Customer is responsible for monitoring the tank and contacting us for deliveries. Please call when your tank gauge is between 20-30%, allowing 5 business days for delivery. You may be assessed additional delivery and/or reconnect fees if you call after running out of gas.

I agree to the
Call-in terms of service

_____ (Please Initial)

Sales Rep: _____ Driver: _____ Acct #: _____

Current Owner:

Previous Owner:

Please read and sign on reverse side.

PLEASE READ AND SIGN

To induce the extension of credit by McPhail Fuel Co. ("Seller"), the undersigned, individually and on behalf of the applicant ("Buyer"), agrees as follows:

1. **Finance/Service Charge:** In consideration of the granting of credit by Seller, Buyer promises to pay to Seller or assignee a credit price for all purchases of goods and services made on the Account from time to time, such credit price to be the cash price for such goods and services plus an applicable time-price differential which will be determined by applying periodic rates of 1.5% per month to the first \$1,000 of previous balance, and 1% to such balance in excess thereof, which corresponds to annual percentage rates of 18% and 12 %, respectively, and which shall be applied to the previous balance without deducting current payments and/or credits appearing on your statement.

2. **Statement:** Seller will send Buyer a statement each month which will show buyer's previous balance (last month's new balance), finance charge, purchases, payments and credits. **McPhail Fuel Co. purchases are due within 25 calendar days of buyer's monthly statement date.**

3. **Payment of Account:** Buyer agrees to pay the Account when due and to abide by Seller's regular terms. Payments will be applied against matching open items on the billing statement, or if that is not possible, against open items in order of age, with all remaining payments held as a general credit against unpaid invoices. If full payment of the new balance of Buyer's account is received within twenty-five (25) calendar days of Buyer's last monthly statement there will be no finance charge on buyer's next statement. If buyer does not pay the full amount for all purchases within 25 days from the statement date, finance charges will be applied. **McPhail Fuel Co. reserves the right to interrupt service on accounts with past due balances over 45 days.** Reconnect fees may apply.

4. **Assignment:** Seller reserves the right to assign all or part of Buyer's Account at any time, without prior notice.

5. **Default:** If Buyer does not pay the balance of the Account when due, or in the event that it breaches any of the other terms of this Agreement, Seller may demand the entire unpaid balance to be paid immediately and, as provided by law, may commence legal action for the collection of the balance due, and may further pursue any other legal remedy deemed necessary or appropriate with respect to the Account. In the event of any such action, Buyer agrees to pay reasonable attorney's fees, court costs, and other costs of collections, including any collection agency fees and charges incurred and permitted by law. Seller reserves all rights and remedies pertaining to repossession and resale of any repossessed goods as provided by law.

6. **Delivery of Merchandise:** That all goods or services purchased by mail, telephone or in person by Buyer and/or co-applicant and/or any member of buyer's immediate family will be added to and become part of this Agreement.

7. **Credit:** Seller is authorized to investigate Buyer's credit record and report to proper persons and bureaus Buyer's performance of this Agreement.

The undersigned has read and understand the above terms and conditions and, by signing this Agreement, hereby agrees to be bound thereby; provided, however, that this Agreement shall not be binding or enforceable upon Seller until after Buyer's credit is approved.

Dated: _____

Applicant's

Signature: _____

Co-applicant's

Signature: _____

(Not required if individual account)

Appendix A -

EXEMPTION CERTIFICATE

STATE BOARD OF EQUALIZATION

Qualified Sales and Purchases of Liquefied Petroleum Gas (LPG)

SELLER'S NAME <i>McPhail Fuel Co</i>	
SELLER'S ADDRESS (Street, City, State, Zip Code) <i>300 Alder Ave Cotati, CA 94931</i>	

The undersigned purchaser hereby certifies that the LPG will be used by a qualified person, as applicable, and in the manner as specified below (check applicable box and complete as necessary):

- LPG used in a Household Activity*** – In accordance with Revenue & Taxation Code Section 6353(b), 100 % of the LPG purchased will be delivered by the seller into a tank with a storage capacity equal to or greater than 30 gallons for use in a household activity at the primary residence, which is not serviced by gas mains and pipes, of: 1) the purchaser; 2) a person described in Codes 0711 to 0783 of the Standard Industrial Classification (SIC) Manual, that assists a person engaged in an agricultural business described in Codes 0111 to 0291 of the SIC Manual ("qualified person"), or an employee of a qualified person where the LPG is purchased by such qualified person on behalf of the person that assists a qualified person in producing and harvesting agricultural products, or on behalf of the employee of that qualified person in producing and harvesting agricultural products; or 3) a renter or tenant where the LPG is purchased by a landlord or management company on behalf of the renter or tenant.
- LPG used in an Agricultural Activity*** – In accordance with Revenue & Taxation Code Section 6353(b), 100 % of LPG purchased will be delivered into a tank with a storage capacity equal to or greater than 30 gallons and used in producing and harvesting agricultural products, and will be purchased by: 1) a person engaged in an agricultural business described in Codes 0111 to 0291 of the Standard Industrial Classification (SIC) Manual ("qualified person"); or 2) a person described in Codes 0711 to 0783 of the SIC Manual, that assists a qualified person; or 3) an employee of the qualified person.

* This certificate will be considered a blanket certificate for future purchases, unless otherwise specified. If this is a specific partial exemption certificate, provide the purchase order or sales invoice number in the following space:

I understand that if the LPG is not used in the manner qualifying for the partial exemption, or if I am not a qualified person, as applicable, that I am required by the Sales and Use Tax Law to report and pay the state tax measured by the sales price of the LPG to me. I also understand that this exemption certificate is in effect as of the date shown below and will remain in effect until revoked in writing.

PURCHASER'S NAME OR COMPANY NAME (If applicable)		DATE
SIGNATURE (signature of the purchaser, purchaser's employee, or authorized representative of the purchaser)		PERMIT NUMBER (If applicable) ¹
TITLE		TELEPHONE NUMBER
ADDRESS	CITY	STATE, ZIP

¹ If you are not required to hold a seller's permit, please enter "Not Applicable."