



Application for Service

Date: _____

Resident Name / Business & Contact Name (first, initial, last): _____

Phone #'s: Home _____ Work _____ Mobile _____

Best # to reach you at: Home Work Mobile Email Address: _____

Mailing Address: _____

Delivery / Service Address: _____

Caretaker Name (if any): _____

If Renting: Landlord's name: _____

Landlord's Phone #: _____ Landlord's Email: _____

Customer type: Residential Commercial Senior (62+) Budget

Delivery Status: Automatic Will Call Pre-buy

Propane will be used for: (check all that apply):

Heating Cooking Hot Water Dryer Gas Grill Commercial Use
 Pool/Jacuzzi Heater Air Conditioning Other (please describe) _____

Tank Size _____ Tank description (under/above ground) _____

Location of tank or meter: _____

How do you want to be billed? E-bill (statements are sent electronically by e-mail) Regular Mail

How do you want to make payment? **(check one)**

Customers with less than twelve (12) month of credit history with Nantucket Energy are required to maintain an active credit card on file unless otherwise approved.

Credit Card (Visa, Mastercard, AMEX, Discover)

Name on Card _____

Billing Address for Cardholder _____

Card Number: _____

Expiration Date: _____ Security Code on back of card (Amex is on the front) _____

Automatic deduction from bank account (must provide copy of voided check from account)

Name on Account: _____

Bank Name: _____

Routing #: _____ Acct #: _____

Bill Me

TERMS OF SERVICE

Nantucket Energy LLC

(as of March 1, 2010)

In consideration of Nantucket Energy, LLC ("Nantucket Energy"), selling goods and services to me/us, I/we have read and hereby understand and agree to the terms and conditions set forth below.

A. A contract for propane gas delivery and service shall be in effect for one (1) year from the date of application for service and shall be renewed automatically for successive one (1) year periods unless terminated under the terms and conditions hereunder. Nantucket Energy invoices are due on receipt. I/We understand and agree that invoices more than thirty (30) days overdue may accrue a FINANCE CHARGE. Propane prices are subject to change at anytime without notice unless I/we choose one of Nantucket Energy's fixed price programs. I/We agree that the conditions of the terms and service hereunder are subject to change at any time without notice and at Nantucket Energy's sole discretion.

B. If I/We do not pay any balances due within the time specified above:

1.) A FINANCE CHARGE may be computed on the unpaid Average Daily Balance. I/We shall pay a FINANCE CHARGE determined by multiplying the Average Daily Balance by the periodic rate of 1.5% per month (ANNUAL PERCENTAGE RATE 18.0%). I/We agree to pay a MINIMUM FINANCE CHARGE of \$2.00 per month on any unpaid balance.

2.) A shutoff of my/our gas supply may occur, with or without notice if I/we have an unpaid balance;

3.) A special trip or other service charge may be charged for unscheduled tank fills or turning my/our gas service back on after a service disconnect or upon closing of my/our account for non-payment;

C. Nantucket Energy may extend credit to me/us at their sole discretion. A deposit, an active credit card, cash on delivery (COD) or pre-delivery payment may be required on my account at Nantucket Energy's sole discretion. I/We agree that Nantucket Energy may charge any credit card on account in the event my invoice is not paid in a timely manner in accordance with these Terms of Service. I/We agree that Nantucket Energy may perform a search of any credit reporting agency periodically in order to determine my/our creditworthiness.

D. I/We understand that the tanks, regulators, gas lines, "pig tails", blocks, tank monitors and other special equipment installed by Nantucket Energy are the property of Nantucket Energy and title to this equipment remains with Nantucket Energy. While I/we am using this equipment, I/we agree that:

1.) I/We will not tamper with or move this equipment;

2.) I/We will not allow anyone else to service, put gas in, or use this equipment;

3.) I/We will notify Nantucket Energy when any appliances connected to this service are added, removed or replaced;

4.) I/We grant Nantucket Energy permission to access my property in order to read meters, fill tank(s) or to access its equipment for service, maintenance or removal;

E. I/We understand that Nantucket Energy will make every attempt to maintain a dependable supply of propane, however Nantucket Energy makes no warranties, or assumes any liability for any consequences if the system runs out of propane. Any failure of performance hereunder on the part of Nantucket Energy shall be excused without liability when such failure results from accidents, weather conditions, acts of God, fire, floods, power failures, labor disturbances, acts of third parties, breakdown or other failure of equipment, failure or unavailability of supplies or propane gas or any other causes reasonably beyond the control of Nantucket Energy.

F. I/We agree to maintain access to the propane tanks in such a manner as to avoid undue risk, damage or injury to Nantucket Energy employees and equipment. Driveways and areas around the tank(s) are required to be clear of snow and obstacles for Nantucket Energy to make delivery or perform service and underground tank locations and tank lids must be clearly marked. If the tank(s) are inaccessible at the driver's sole discretion, propane may not be delivered or I/we may be additionally charged for clearing a path to the tank for fuel delivery.

G. I/We understand that if an off-route delivery is made because I/we have not met the terms and conditions of this Agreement, I/we may pay a special trip charge as per the Fee Schedule in effect at the time of the off-route delivery.

H. I/We further agree that if I/we do not abide by the terms and conditions of this agreement, I/we waive any and all claims for loss, damage or injury, without limitation, which may result and indemnify and hold harmless Nantucket Energy from and against any claim or cause of action arising therefrom including Nantucket Energy's reasonable attorney's fees.

I. I/We understand that Nantucket Energy may provide third party notification in the even that my/our fuel supply should be terminated or shut-off for non-payment of my/our bill. Other services such as budget billing, installment billing and price cap or pre-buy programs may also be terminated as a result of non-payment. If I/we choose to participate in any of these programs, I/we agree to abide by the terms and conditions of these programs and if I/we do not, such plans may be terminated at any time at Nantucket Energy's sole discretion.

J. If you elect to terminate service with Nantucket Energy, you must give thirty (30) days written notice of your intention to terminate your account. Upon termination of service covered by this Agreement, Nantucket Energy may credit any gas remaining in your propane system at the price for which it was paid less an account handling fee determined by Nantucket Energy's then-current service pricing. If the propane tank and propane is removed from your property by Nantucket Energy, a pump-out fee determined by Nantucket Energy's then-current service pricing shall be deducted from the price of any gas being returned for credit. You understand and agree that a tank removal fee is also due and payable to Nantucket Energy prior to tank removal. The tank removal fee shall be based on then-current labor rates for service.

K. Service is terminable at will by Nantucket Energy subject to any existing agreements between you and Nantucket Energy. Termination shall occur when Nantucket Energy removes its equipment from your premises and all balances owed to Nantucket Energy are paid in full.

L. Any discounts or other special conditions applicable to your account will be based only upon the terms and conditions of the Schedule of Plans applicable at the time you signed up for service. Such discounts are only in effect for one (1) calendar year - or as otherwise stated - from the date of application for service and are non-transferable and non-assignable. Any payment plans offered by Nantucket Energy may be modified or eliminated, in Nantucket Energy's sole discretion, at any time without notice.

M. Upon signing these Terms of Service, you authorize Nantucket Energy to contact your former service provider on your behalf to obtain any account information related to your service with that provider including but not limited to billing records, number of gallons purchased, etc., as well as to arrange for changing out non-Nantucket Energy equipment, if required, from your property.

N. I/We agree to pay yearly tank usage fees, if applicable, in accordance with the then- current tank usage fees applicable when service is requested.

O. If I/we breach or fail to comply with these Terms of Service and/or breach or fail to comply with any other agreement with Nantucket Energy, I/we agree to pay all of Nantucket Energy's fees and costs, including their reasonable attorney's fees in enforcing the terms of any agreement whether pre-trial, at trial or at the appellate level or during any arbitration or other dispute resolution proceeding.

P. I/We agree to be responsible for paying any taxes and fees associated with the cost of goods sold including but not limited to any applicable state, federal or municipal taxes or fees.

Q. I/We understand and agree that any and all requested service calls for repairs, installations or other work shall be performed at labor rates available when service is ordered and that the payment terms and conditions for all service calls shall be the same as described hereunder.

APPLICANT(s) SIGNATURE(s):

I/We understand and agree to the foregoing terms and conditions.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

If Corporate account:

Print Name

Position in company