

# H.C. WOODMANSEE & SON

401-539-2425 • 2 Mechanic Street, Hope Valley RI 02832  
Osterman Propane LLC, DBA HC Woodmansee & Son

## RI RESIDENTIAL CREDIT APPLICATION AND SERVICE AND SUPPLY AGREEMENT

Customer Number:		Date	<b>PLEASE PRINT</b>
Name of Applicant:		Telephone No.: (      )	
Social Security No.:		Rent <input type="checkbox"/> Own <input type="checkbox"/> Landlord <input type="checkbox"/>	No. years at current address:
Spouse or Co-applicant Name:		Social Security No.:	
Mailing Address:		Delivery Address:	
E-MAIL Address:		Monthly Statement Delivery Instructions: <input type="checkbox"/> Paperless/ Web notification <input type="checkbox"/> Normal Mail	
Employer Name:	Employer Telephone No.: (      )	Address:	
If Tenant, Landlord Name:	Landlord Telephone No.: (      )	Delivery Type: Automatic <input type="checkbox"/> Will Call <input type="checkbox"/>	

I (We) certify that all information listed above is correct and current. Customer agrees Osterman may investigate credit records. Osterman may report performance under any agreement Customer may enter into with Osterman to any credit agency.

### Schedule of Initial Charges and Fees

Estimated Annual OIL Purchases: _____ (GAL)	Customer tank size: _____
Special Delivery Charge: ____ \$99/\$150 wknd ____ (per incident) (Incurred for Unscheduled, Off-route deliveries)	Tank Pump-Out/Restocking Charge: ____ 149.00 ____ (On-site or at Osterman facility)
Return Check Charge: ____ \$50 ____ (per incident)	Trip Charge: ____ \$159 ____ (Incurred each time service technician dispatched)

**Further terms and conditions governing the supply of oil, equipment and service to Customer are contained on the reverse side hereof (or on page 2 if faxed) and are an integral part of this service and supply agreement. A signed, faxed version of this 2 page document will be considered legal and binding.**

I/We agree to pay any balance owed to Osterman within thirty (30) days of the invoice date. I/We shall pay finance charges that accrue on the unpaid balance outstanding for more than 30 days after invoice date at the rate of 1 ½ % per month (18% A.P.R.). I/We understand that legal action may be taken if I/we fail to fulfill my/our obligation under this contract and I/we will be responsible for all collection costs including, interest, filing fees, and attorney fees of not less than \$195.00 plus any additional amounts assessed by the court. **Customer acknowledges receipt of a copy of this "Residential Credit Application and Service and Supply Agreement".**

Applicants Signature:	Print Name:	Date:
Spouse or Co-Applicant's Signature:	Print Name:	Date:

## Terms and Conditions

1. **Acceptance:** Upon acceptance by Osterman of this application, applicant (and co-applicant) shall become the "Customer".
2. **Termination:** Customer may terminate this agreement by giving Osterman thirty (30) day prior written notice. Osterman may terminate this agreement at any time if Customer violates any of the terms and conditions of this agreement. Customer shall remain liable for all fees and charges incurred by Customer prior to the termination of this agreement. .
3. **Exclusive Delivery:** Customer acknowledges and agrees that IF ON AUTOMATIC DELIVERY only Osterman shall deliver oil to the above tank until such time that the AUTOMATIC DELIVERY is terminated by giving Osterman thirty (30) day prior written notice. Osterman may terminate AUTOMATIC DELIVERY if Customer violates any of the terms and conditions of this agreement.
4. **Delivery Price:** Customer shall pay Osterman's rates, fees or charges in effect on the date that oil is delivered to Customer. Osterman reserves the right to change its rates or charges if need be without prior notice. The price of oil varies based on market influences, Osterman's costs, volume of use, and other factors. Within five (5) business days of customer's request, Osterman shall provide a written explanation of fees and will disclose the actual or best estimate of the fee to be charged in connection with the next delivery.
5. **Service Charges:** Service charges shall be commercially reasonable and based upon Osterman's then current labor, transportation, restocking and operational costs.
6. **Default:** Customer agrees to pay all invoices received from Osterman within 30 days of the date of any such invoice. Customer will be considered in default if balances are unpaid after 30 days. Customer shall pay finance charges on the 30 day unpaid balance as provided on the reverse side hereof.
7. **Limitations on Damages:** Osterman shall not be liable for any loss sustained by Customer as a result of the exhaustion of Customer's supply of oil, nor for any injuries to persons, damage to property or loss due to the negligence by Customer, its employees, or assigns. Osterman shall not be liable for incidental or consequential damages.
8. **Equipment Maintenance and Access:** Customer shall maintain oil tank in good condition at all times. Customer hereby agrees that Osterman shall have right of entry at any delivery time upon customer's premises at any or all reasonable hours of the day for the purpose of inspection of said tank. Access will be granted to Osterman without question or hindrance by Customer or Customer's agents. Customer will always be responsible for maintaining access to said tank.

**The current price and/or rate for "service, oil, tank removal charge(s)", and any other fee, charge or cost to Customer is readily available by visiting or calling the Woodmansee/Osterman Service Representatives at the address or telephone number printed on the reverse side of this document (or page one (1) if faxed). Osterman reserves the right to increase any prices, fees, rates or charges without prior notice.**

\_\_\_\_\_ (initials)